



# City of Grand Island

Tuesday, February 26, 2008

Council Session

## Item G10

**#2008-63 - Approving Policies and Procedures for Use of Parks & Recreation Facilities**

Staff Contact: Steve Paustian

# **Council Agenda Memo**

**From:** Steve Paustian, Parks & Recreation Director

**Meeting:** February 26, 2008

**Subject:** Approving Policies and Procedures for Use of Park and Recreation Facilities

**Item #'s:** G-10

**Presenter(s):** Steve Paustian, Parks & Recreation Director

## **Background**

A request was made by Mr. Mark Galvan to be allowed the use of the Sorensen Complex Softball Fields. His request was to have Council terminate the existing contract with the ABCD Girls Softball Association and to grant his program, Central Nebraska Girls Softball Association (CNGSA) the use of the Sorensen Complex Fields for two weekday nights per week during the CNGSA softball season.

At the Tuesday, December 11, 2007 Special Council Meeting Council voted to have staff renegotiate the ABCD Contract and to look at ways to accommodate both programs.

## **Discussion**

The Park and Recreation Department with the assistance of the City Attorney has drafted a usage policy that if adopted by Council will result in facility usage being controlled and assigned by the Park and Recreation Department. Interested users or user groups will annually submit their facility usage requests to the Park and Recreation Department and Park and Recreation Departmental staff will assign facility usage on a seasonal basis. The Departmental goal will be to insure the best possible experience for the participants and spectators of the requesting individual or group through full and efficient utilization of existing recreational facilities. By the Park and Recreation Department assigning facility usage any perception of exclusivity should be removed. While every effort will be made to accommodate all requests, the Department will not likely achieve total satisfaction by all individuals or groups involved. What the Department will be able to insure is a consistent and equitable policy of facility use assignments.

## **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 that the Council approve the Facility Usage Agreement and allow the Park and Recreation Department to administer facility usage in a way that best serves the public.

## **Sample Motion**

Move to approve the Facility Usage Policy.

**USAGE POLICY  
AND  
AGREEMENT FOR RYDER PARK SOFTBALL FIELDS  
LOCATED AT SORENSEN SOFTBALL COMPLEX**

**A. Purpose.** The City of Grand Island shall manage the \_\_\_\_\_ Softball Fields located at \_\_\_\_\_ in a manner to assure equitable distribution and maximum use of city facilities by the public. This will be accomplished by means of the following:

1. Outline available fields and dates of usage.
2. Outline facility-scheduling procedures and policies.
3. Define rules and regulations regarding use.
4. Manage the limited number of city athletic fields in a fair and equitable manner.

**B. Available Athletic Fields.** The following fields shall be subject to the Usage Policy and Agreement for the \_\_\_\_\_ Softball Fields located at the \_\_\_\_\_. The fields shall be \_\_\_\_\_.

The City of Grand Island, Parks and Recreation Department is responsible for scheduling. These fields may be available on a limited basis based upon maintenance resources and field conditions.

The City of Grand Island, Parks and Recreation Department reserves the right to limit field availability during periods of inclement weather, poor playing conditions, damage (which would cause hazardous safety considerations) and opportunities for necessary field maintenance requirements.

**C. Routine Maintenance by the City.** The City shall provide the following routine maintenance for the fields listed above:

1. To water and mow all playing fields as needed to maintain the fields in good, playable and safe conditions.
2. To maintain all drinking fountain serving playing fields in good, operable condition.
3. To maintain backstops, benches and bleachers serving playing fields in good, safe conditions.

4. To maintain all existing fences and gates surrounding the playing field in playable and operable conditions.
5. To provide adequate receptacles for trash and debris and to provide pickup of trash on a regular and frequent schedule.
6. To provide all the lime necessary and the chalker for the chalking of all fields.
7. To provide one set of bases for each field per season, and to ensure that all bases and anchors are in safe and operable condition.
8. To chalk all fields during the work week and to provide for routine maintenance of the playing fields for scheduled tournaments.
9. To pay for energy costs associated with lighting for the playing fields.

The attached schedule shall be the schedule allowed for the 2008 season pursuant to this Usage Agreement.

**D. Non-Discrimination.** No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this policy on the grounds of sex, race, color, creed, national origin, age (except minimum age), retirement provisions, marital status or the presence of any sensory, mental or physical handicap.

**E. Scheduling Procedures and Requirements.** (League; Tournaments; Games and Practices).

1. The City of Grand Island reserves the right to limit the amount of play permitted on the sport field complexes.
2. All organizations shall submit to the Grand Island Parks and Recreation Department a league roster, certificate of insurance and game/practice schedule to the Parks and Recreation Department at least one month prior to the program starting date. Insurance requirements are defined in Attachment No. 1.
3. All organizations shall secure and maintain at no expense to the City of Grand Island a comprehensive general liability policy issued by one or more companies authorized to do business in the State of Nebraska and the City of Grand Island shall be identified as an additional named insured on all policies as set out in Attachment No. 1.
4. Scheduled league games shall have priority for use of the facility over practice. League play has priority over tournament games. Practice session locations shall

be rotated around the field playing surfaces in accordance with existing field conditions. Park staff will control use of the facility.

5. Tournament requests must be in writing and accompanied by the appropriate certificate of insurance to the Parks and Recreation Department.
6. Ball field requests associated with league, organized play, and community requests other than the designated primary use of the field will be considered based upon field availability. The City of Grand Island shall have the authority to approve or deny specific requests.
7. The Parks and Recreation Department will assign game and practice dates and times. Users must meet requirements as outlined within this document. Allocations for games and practices are based on the total number of requests received, availability and priority outlines. A schedule, including assigned game dates and times will be delivered to leagues prior to season commencement. The league is required to remove unwanted assigned dates/times and return a list of deletion within a week of delivery. No response to the schedule will be considered acceptance by the leagues. Trading between leagues is not allowed without the permission of the Parks and Recreation Department. When possible, openings will be offered to other leagues at the discretion of the Parks and Recreation Department.
8. When possible, confirmation of field use will be delivered ten (10) days prior to the league start date.
9. Team organization schedulers are required to give sufficient notice when requesting in-season changes in their request for field usage time. Deletion of scheduled games/events must be made within a time frame that could allow for others to have the opportunity to book the field.
10. The City of Grand Island also reserves the right to limit the amount of scheduled and non-scheduled play on sports fields during any given season to prevent excessive damage to turf. Wear factors include:
  - a. Size and number of users.
  - b. Type of use.
  - c. Frequency of use.

- d. Weather conditions.
- e. Type of sports equipment used.

**F. Rules and Regulations.** The following rules and regulations shall apply to all fields as part of this Usage Policy and Agreement.

1. Alcoholic beverages are not allowed at the City of Grand Island parks or within the \_\_\_\_\_ Softball Fields located at \_\_\_\_\_.
2. Respect the City's field maintenance personnel.
3. The City of Grand Island reserves the right to limit the amount of play permitted on any sport field complexes.
4. The City's ball fields will be available for use, weather permitting, beginning approximately March 1<sup>st</sup>.
5. Organizations shall make any necessary changes, amendments or alterations to their rules and regulations concerning games stopped during an inning due to time regulations.
6. League Coordinators, presidents, etc., are directly responsible for informing and teaching coaches/representatives of the City of Grand Island's policies regarding field usage.
7. Use of Peripheral Items or Equipment such as scoreboard controls or PA systems are permitted by special request only. All special requests must be made in advance to the City's Parks and Recreation Department.
8. The City of Grand Island encourages coaches' training in all programs utilizing City facilities.
9. City maintenance personnel will have final say on field playability and safety during inclement weather conditions.
10. Teams will not be allowed to warm up or take infield while maintenance crew personnel are performing any field prep or maintenance.
11. Fencing and backstops are not to be used for pickle or batting practice.
12. If a field is rained out or ruled unplayable due to inclement weather, no practice shall be allowed on such field.
13. In case of athletic field emergencies or other maintenance issues (such as no one present to turn lights on, sprinklers coming on) on weekdays before 3:00 p.m.,

please contact the Parks Department at (308) 385-5426, and if after 3:00 p.m. on weekdays and on Saturdays, Sundays and holidays, please contact Gregg Bostelman of the Parks and Recreation Department at 381-0769; the after hours number is for emergencies only.

14. Leagues and tournament directors are responsible to ensure that individual teams clean up their respective dugouts and assure playing areas are kept clean. A maintenance fee can be assessed to the league if deemed necessary.
15. The concession stand operators are responsible for cleanliness fifteen feet surrounding the stand. Operators must dispose of packing materials, boxes, containers, etc. in approved dumpster sites.
16. Observe all park rules. When driving through the park parking lots, please be especially watchful for children.
17. The City of Grand Island is not responsible for any personal property lost, damage to vehicles, etc. Be sure to park correctly, safely and lock your car doors.
18. Cars improperly parked may be towed.

**G. Usage.** The City of Grand Island has recognized the application of \_\_\_\_\_ request for field usage at \_\_\_\_\_, and grants it the field use outlined on the attached schedule.

The \_\_\_\_\_ League has accepted the responsibility for organizing and supervising a girls' softball program. As part of its obligations, the league shall:

1. Provide all scheduling of games within its leagues, field the complaints and the other administrative duties in regards to its program.
2. To provide all trophies or awards for league participation as it chooses.
3. To chalk all fields as needed during the absence of Parks and Recreation Department employees.
4. To stress the need for cleanliness of the parks and playing fields to members, and to provide for sanctions in the event that rules and regulations of the City are not followed.
5. To assist with and cooperate with the City in all areas to promote recreational activities in Grand Island. The league shall be solely responsible for and indemnify the City against all claims for damages to persons or property resulting



from the activities and operations conducted, supervised, managed or assumed by the league.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

By: \_\_\_\_\_  
Margaret Hornady, Mayor

By: \_\_\_\_\_  
Steve Paustian, Parks & Recreation Director

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

By: \_\_\_\_\_  
League President

**USAGE POLICY  
AND  
AGREEMENT FOR RYDER PARK SOFTBALL FIELDS**

**ATTACHMENT "A"  
INSURANCE REQUIREMENTS**

Any party agreeing to the Usage Policy and Agreement for \_\_\_\_\_ Softball Fields with the City of Grand Island shall provide the following insurance.

All leagues shall secure and maintain, at no expense to the City of Grand Island, a comprehensive general liability policy issued by one or more companies authorized to do business in the State of Nebraska. Under such insurance:

1. The City of Grand Island shall be identified as an additional named insured;
2. Liability limits shall be a minimum of \$1,000,000 per occurrence, combined single limit for personal injury and property damage, the term of such coverage to coincide with the dates of the Usage Policy Agreement. The Certificate of Insurance Verification shall be on file with the City of Grand Island Parks and Recreation Department prior to any games being played pursuant to this Agreement.

**Acknowledgment of Risk and Indemnity:** The League acknowledges that \_\_\_\_\_ acknowledges that participating activities involving physical exercise or participation in sporting events is potentially dangerous and could result in bodily injury and/or death of the participants and that permission to participate in such activities does not create for the parties release herein any responsibility of liability. Further, as a consideration for the right and privilege of \_\_\_\_\_ permitted use of the fields, \_\_\_\_\_ agrees to defend, release and hold harmless the City of Grand Island from any and all liability, claims, demands, actions or causes of action of any kind whatsoever, incurred or suffered by any person or for any loss of property, however, howsoever caused, during the period in which this Usage Policy Agreement covers, for the use of space, or occurring as a result of the use of such fields during the agreed period and \_\_\_\_\_ breach of any warranty, representation or other provision of this Usage Policy Agreement.

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

By: \_\_\_\_\_  
Margaret Hornady, Mayor

By: \_\_\_\_\_  
Steve Paustian, Parks & Recreation Director

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

By: \_\_\_\_\_  
League President

RESOLUTION 2008-63

WHEREAS, on December 11, 2007, by Resolution No. 2007-317, the City Council authorized city staff to renegotiate the ABCD softball contract in order to accommodate each softball program in the City of Grand Island; and

WHEREAS, the Parks and Recreation Department, along with the City Attorney, has drafted a usage policy which will result in facility usage being controlled and assigned in an equitable fashion by the Parks and Recreation Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Facility Usage Agreement to be used by the Parks and Recreation Department to maximize the usage of park facilities in the City of Grand Island is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk