



City of Grand Island

Tuesday, April 24, 2012

Council Session

Item G11

#2012-110 - Approving Lease Agreement for the Ashton Street Ball Field

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: April 24, 2012

Subject: Authorization to Lease the Ashton Street Ball Field with Grand Island Riverdogs Baseball Program

Item #'s: G-11

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

Background

The Ashton Street Ball Field has been a part of the Parks Department inventory for over 30 years. Currently there is one field developed for play. The field is currently used by the Grand Island Riverdogs Baseball Program and the Grand Island Senior High Baseball team for practice.

Representatives of the Riverdogs Baseball Program approached the Parks and Recreation Department inquiring about leasing the Ashton Street Ball Field for their exclusive use and control. In conversations with representatives of the Riverdogs Baseball Program and Grand Island Senior High representatives a lease of the field by the Riverdogs with allowances for Senior High usage seemed possible.

Discussion

At the March 20th study session Council was asked to consider leasing the Ashton Street Ball Field. Permission was granted and a Request for Proposals was advertised on March 7th. One proposal was received. The Grand Island Riverdogs Baseball Program submitted the proposal. A copy of the proposal is available in the City Clerk's Office for Council review. The proposal allows for field use by the Grand Island Senior High Baseball program. The proposal also outlines improvements the program would be willing to make over the next five years including adding soil conditioner to the infield, replacing the backstop and modifying the infield irrigation to accommodate 80 ft. or 90 ft. bases. The proposal further states the Riverdogs Baseball Program would be responsible for field maintenance including mowing, fertilizing, sprinkler repair and general up keep. This would reduce the amount of time and money the Park Maintenance Division would spend on the Ashton Street Ball Field.

Alternatives

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

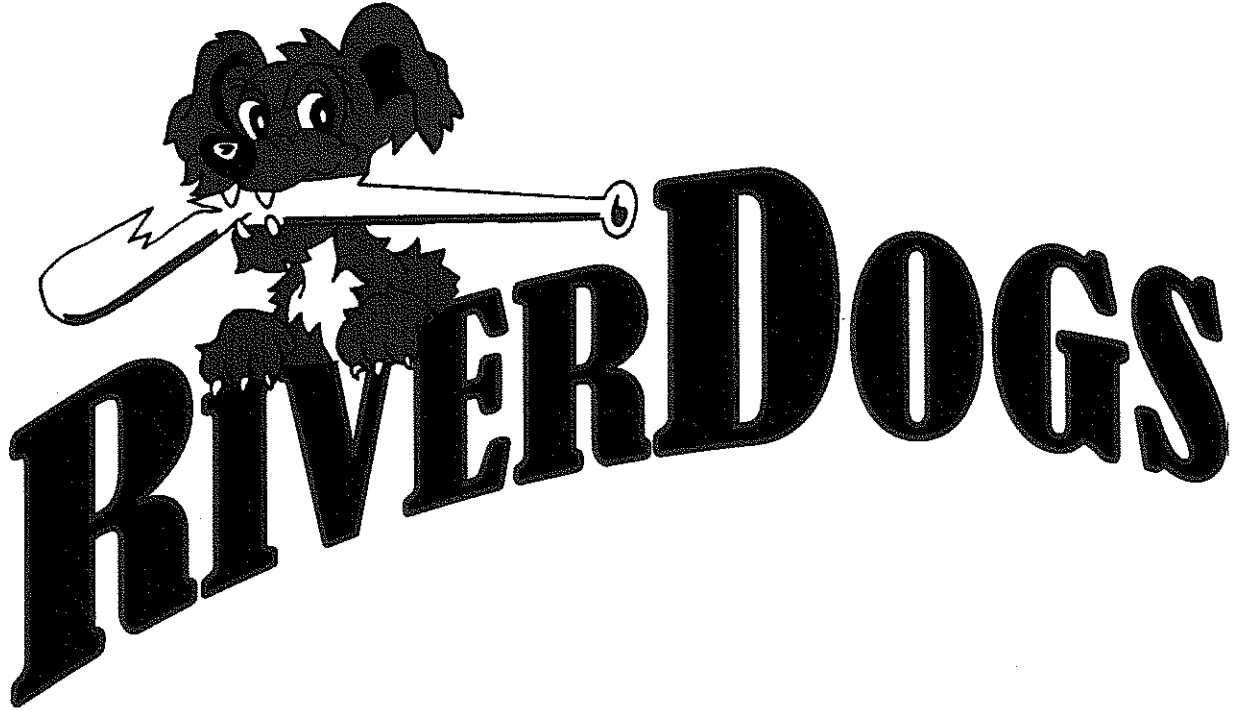
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the City Council approve the resolution and enter into a lease agreement with the Grand Island Riverdogs Baseball Program.

Sample Motion

Move to enter into a lease agreement with the Grand Island Riverdogs Baseball Program for the use of the Ashton Street Ball Field.



Proposal for Leasing and Managing
Ashton Street Baseball Field From
The City of Grand Island, Nebraska

Grand Island Riverdog Baseball
Contact: Tino Martinez
2716 Old Fair Road
Grand Island, NE 68803
(308) 398-1154

Proposal for Leasing and Managing Ashton Street Baseball Field From The City of Grand Island, Nebraska

Section I: Overview

A. Management of Field

Grand Island Riverdogs was established in 2008 and has an established 9 person board of directors. The use of the field will be managed by the Riverdog Board (see appendix A for list of present Board members). Riverdogs will have the exclusive use of the field, but will make arrangements to allow the continued use of the field by the GISH baseball team during their season. The field will be enclosed with fencing to protect the field and improvements made. The Riverdog Board has successfully managed and operated the baseball fields at the Platt-Duetsche for the last 5 years. Riverdogs have made significant improvements to the fields at the Platt-Duetsche over its management term at an estimated value of \$92,200 (see appendix B for list of improvements). Riverdogs presently have an excellent working relationship with the Platt-Duetsche and references would be available upon request.

B. Maintenance of 60 ft /90 ft field

The field will remain a 60 foot pitching and 90 foot base field to be used by age appropriate teams. This will also allow the continued use by GISH baseball. Future improvements will hopefully allow the field to be temporarily converted to a 54 ft /80 ft field for certain younger ages.

C. Field Use Projections

The Field will have its highest use by the Riverdogs during the peak baseball months of March through July. Practices for GISH baseball and Riverdog teams will be coordinated with the GISH athletic director during the overlapping seasons. Games and Tournaments will also be held on the field by Riverdogs throughout the season. The only use of the field will be for the purpose of youth baseball.

D. Field Maintenance

Riverdogs already have experience in field maintenance. Presently Riverdogs maintain the fields at the Platt-Duetsche. This includes all mowing and fertilizing of the outfields. The infields are already covered with soil conditioner which is also managed by us.

E. Improvements Proposed

Riverdogs plan on making significant improvements to the field based on funding availability. Riverdogs have a proven track record of being able to raise funding. Appendix B lists the improvements made at our home fields at the Platt-Duetsche performed by Riverdog funding. We would expect to continue fund raising activities for further improvements at the Ashton Street Field. Improvements will be coordinated with Gregg Bostelman or a designee of the Parks and Recreation department. See below for specifics.

F. Insurance Documentation

Each individual team has its own team policy. An example is attached in appendix C

Section II: Proposal Specifications

- A. The proposed lease is a monthly rate of \$1 or \$12 a year to be paid on an annual basis. Riverdogs will provide field maintenance including mowing, fertilizer, sprinklers and general up keep. Riverdogs already have experience in maintaining baseball fields. We presently maintain the fields at the Platt-Duetsche. **The city will remain in charge of and responsible for electricity, water and garbage pick-up.** The city will maintain ownership of the field. The lease would be in effect for five (5) years with a five (5) year renewal option at the end of the first lease.
- B. Riverdogs will work out arrangements with the Grand Island Senior High Athletic Director (Joe Kutlas) to allow the GISH baseball team continued use of the field as a practice facility.
- C. Proposed facility improvements based on funding in first 5 year lease
 - a. Add Gates to the perimeter fence & close open gaps in fence to protect field
 - i. Estimated cost – see below
 - b. Age Appropriate Backstop – present one does not catch foul balls
 - i. Estimated cost - \$10,000 including above
 - c. Infield surface conditioner - Material (Agrilime or Turf ace)
 - i. Estimated cost - 300 tons agrilime \$20,000
 - d. Re grade & sod the infield
 - i. Estimated cost - \$4,000
 - e. Redo irrigation in the infield to make it adaptable to 80' or 90' bases
 - i. Estimated cost - \$2,500

D. Proposed facility improvements based on funding in second 5 year lease

- a. Game mound - Portable Game Mound to be used for 54' or 60'
- b. Improving left field fencing
- c. Dugout covering
- d. Maintenance building

E. Funding

- a. Riverdogs have a proven track record of fund raising based on previous example of Platt-Duetsche fields.
- b. Fund raising opportunities
 - i. Foundation Grants
 - ii. Tournament Fees
 - iii. Riverdog Fundraisers
 - iv. Personal Donations
 - v. Business Donations
 - vi. Riverdogs is a 501c3 nonprofit organization
 - vii. Player Fees

Appendix A

Riverdog Board Members

Brian Kort

Tino Martinez

Conn Narber

Kevin Coen

Angie Friesen

Gregory Sextro

Doug Stevenson

Todd Norman

Todd Elsbernd

Appendix B

Platte-Duetsche Field Improvements Provided by Riverdogs

IMPROVMENTS SINCE 2-2009:

FRONT FIELD:

REBUILD FENCE STRUCTURE AND SELL 38 NEW SPONSORS	\$14,200
NEW BACKSTOP	\$3,500
RESURFACE/RESHAPE INFIELD/ADD IRRIGATION	\$4,500
INSTALL BATTERS BOX J-BOXES	\$1,500
REPAIR SCOREBOARD	<u>\$800</u>
TOTAL ON FRONT FIELD:	\$24,500

BACK FIELD:


ENLARGE FIELD TO ACCOMADATE OLDER KIDS:


MOVE SCOREBOARD	\$1,200
INSTALL BATTERS BOX J-BOX	\$1,500
NEW FENCE FOR FOUL LINES AND OUTFIELD	\$13,500
CANVAS AND SIGNAGE WITH SAFTY TOP ON FENCES	\$7,000
SODDING AND SPRINKLERS	\$3,300
NEW DIRT FOR EXTENTION OF OUTFIELD	\$1,500
ELECTRICAL WORK	\$1,500
FOUL POLES	\$1,200
LEVELING OF NEW OUTFIELD	\$500
MULTIPLE FERTILIZATION ON SOD	\$3,000
IRRIGATION TO INFIELD	\$1,500
INSTALL (2) FENCE/NETTED/ TURFED BATTING CAGES	<u>\$32,000</u>

TOTAL **\$67,700**

COMBINED TOTAL: **\$92,200**

Appendix C

CERTIFICATE OF LIABILITY INSURANCE						DATE: 4/7/2012
PRODUCER: Chappell Insurance Agency, Inc. 25807-A Cox Road Petersburg, VA 23803 (804) 733-2020				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED: Nations Baseball Tournament Association, Inc. 216 Statesville Blvd. Salisbury, NC 28144 USA A Member of the Athletic Alliance RPG TEAM NAME: 14U Grand Island Riverdogs 14 Whites				INSURERS AFFORDING COVERAGE		
				INSURER A: RLI Insurance Co.		
				INSURER B: Hartford Life and Accident Company		
				INSURER C:		
				INSURER D:		
				INSURER E:		
COVERAGE'S						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	ADDL INSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY				EACH OCCURRENCE \$2,000,000.00
	X	COMMERCIAL GENERAL LIABILITY	MPE0005384	8/1/2011	8/1/2012	DAMAGE TO RENTED PREMISES (EA OCC) \$300,000.00
		CLAIMS MADE				MED EXP (Any one person) EXCLUDED
	X	OCCUR				PERSONAL & ADV INJURY \$2,000,000.00
						GENERAL AGGREGATE \$4,000,000.00
						PRODUCTS-COMP/OP AGG \$2,000,000.00
						PARTICIPANT LEGAL LIAB. \$2,000,000.00
		AUTOMOBILE LIABILITY				
		ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$
		ALL OWNED AUTOS				BODILY INJURY (Per Person) \$
		SCHEDULED AUTOS				BODILY INJURY (Per Accident) \$
		HIRED AUTOS				PROPERTY DAMAGE (Per Accident) \$
		NON-OWNED AUTOS				
B		SECONDARY PARTICIPANT ACCIDENT	36-SB-204863	8/1/2011	8/1/2012	AD&D \$5,000.00
						Excess Accident Medical Expense \$100,000.00
						Deductible \$250.00
						Benefit Period 52 Weeks
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS						
The certificateholder is an additional insured as respects the insureds negligence resulting from the insureds' participation in events sanctioned and operated by the certificateholder. The additional insured status only applies during such times that the insured participates in these events.						
Coverage effective from: 01/25/12 - 08/01/2012						
CERTIFICATE HOLDER				CANCELLATION		
Grand Island Riverdogs / Monte Hehnke 4019 Norseman Ave Grand Island, NE 68803				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
Certificate Number: Nations-BB-45-024249				AUTHORIZED REPRESENTATIVE 		

CERTIFICATE OF LIABILITY INSURANCE						DATE: 4/7/2012
PRODUCER: Chappell Insurance Agency, Inc. 25807-A Cox Road Petersburg, VA 23803 (804) 733-2020				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
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				INSURER A: RLI Insurance Co.		
				INSURER B: Hartford Life and Accident Company		
				INSURER C:		
				INSURER D:		
				INSURER E:		
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	ADDL INSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	MPE0005384	8/1/2011	8/1/2012	EACH OCCURRENCE \$2,000,000.00
	X	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA OCC) \$300,000.00
		CLAIMS MADE				MED EXP (Any one person) EXCLUDED
	X	OCCUR				PERSONAL & ADV INJURY \$2,000,000.00
						GENERAL AGGREGATE \$4,000,000.00
						PRODUCTS-COMPI/OP AGG \$2,000,000.00
						PARTICIPANT LEGAL LIAB. \$2,000,000.00
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		ANY AUTO				BODILY INJURY (Per Person) \$
		ALL OWNED AUTOS				BODILY INJURY (Per Accident) \$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per Accident) \$
		HIRED AUTOS				
		NON-OWNED AUTOS				
B		SECONDARY PARTICIPANT ACCIDENT	36-SB-204983	8/1/2011	8/1/2012	AD&D \$5,000.00
						Excess Accident Medical Expense \$100,000.00
						Deductible \$250.00
						Benefit Period 52 Weeks
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS						
The city shown as a certificateholder is an additional insured as respects the insureds negligence resulting from the insureds' usage of owned or controlled premises of the certificateholder. The additional insured status only applies during such times that the insured is utilizing said premises.						
Coverage effective from: 01/25/12 - 08/01/2012						
CERTIFICATE HOLDER				CANCELLATION		
Grand Island Parks and Rec 321 E Fonner Park Rd. Grand Island, NE 68801				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
Certificate Number: Nations-BB-45-024249				AUTHORIZED REPRESENTATIVE 		

LEASE AGREEMENT

This Lease Agreement made between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter called the “Lessor” and the **GRAND ISLAND RIVERDOGS**, hereinafter called the “Lessee”.

WITNESSETH:

I.

That, in consideration of the covenants herein contained on the part of the Lessee to be observed and performed, the Lessor does hereby demise and lease unto the Lessee all that tract and parcel of land and improvements described as the Ashton Street Baseball Field bordered by Ashton, Oak, and Vine Streets in Grand Island, Hall County, Nebraska.

To have and to hold said premises unto Lessee for a term of five (5) years beginning May 1, 2012 with a renewal option for an additional five (5) year lease at the conclusion of the first lease as stated previously. That the Lessee agrees to make all reasonable efforts with the Grand Island Senior High School (GISH) to provide GISH’s baseball team access to the field as a practice facility. It is expressly understood and agreed by and between the parties that either party shall have the absolute right to provide to the other party ninety (90) days written notice to terminate the lease without any cause, at any time during the five (5) year period.

Lessee shall pay as rent therefore the sum of One Dollar (\$1.00) per month or Twelve Dollars (\$12.00) per year due and payable beginning on the first day of May, 2012, and on the first day of May for each year thereafter.

II.

The Lessee, for themselves, does hereby covenant with the Lessor:

- a. That the Lessee will pay the said rent at the times and the manner aforesaid, except only in the case of fire or other unavoidable casualty as hereinafter provided.
- b. The Lessee will not allow for any liens or encumbrances to be placed upon the property or improvements of the Lessor.
- c. The Lessee shall provide a comprehensive general public liability insurance policy in the amount of at least One Hundred Thousand Dollars (\$100,000.00) for one (1) person and Three Hundred Thousand Dollars (\$300,000.00) for any one (1) accident involving injury to more than one (1) person, and property damage of not less than Fifty Thousand Dollars (\$50,000.00) for any one (1) accident. The Lessee shall list the Lessor as an additional insured on its general public liability insurance policy.

- d. The Lessee will keep any structures and premises, including the plumbing and heating and air conditioning in good repair, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted.
- e. The Lessee will not injure, overload or deface or suffer to be injured, overload or deface the premises or any part thereof.
- f. The Lessee will not make or suffer any unlawful, improper, or offensive use of the premises, or any use or occupancy thereof contrary to any law of this State or any ordinance of the City now or hereafter made, or which shall be injurious to any person or property, or which shall be liable to endanger or effect any insurance on any structures or the premises except as such as Lessor shall in writing approve.
- g. The Lessee shall not assign, sublet or part with the possession of the whole or any part of the leased premises without first obtaining the written consent of the Lessor.
- h. The Lessor, at any reasonable time, may enter to view the premises and to make repairs which the Lessor may see fit to make, or show the premises to persons who may wish to lease or buy the premises as Lessor may see fit.
- i. That at the expiration of said lease term, the Lessee will peaceably yield up to the Lessor the premises and all improvements made upon the same, in good repair in all respects, reasonable use and wear and damage by fire or unavoidable casualties excepted, as the same now are and may be put in by the parties.
- j. No consent, express or implied by the Lessor to any breach of any of the Lessee's covenants shall be deemed to be a waiver of any succeeding breach of the same or any other covenant.

III.

It is also agreed, that in case the leased premises or any part thereof shall at any time during the said term be destroyed or damaged by fire or other unavoidable casualty so as to be unfit for occupancy and use, and so that the premises cannot be rebuilt or restored by the Lessor within one hundred twenty (120) days thereafter, then and in that case this Lease Agreement shall end.

IV.

Lessee agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this Lease Agreement, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of his race, color, religion, national origin or ancestry. The

Lessee further agrees to maintain a drug free environment at all times on the leased premises. Breach of this covenant may be regarded as a material breach of the Lease Agreement.

V.

Lessee agrees that baseball shall remain the main focus of the Ashton Street Baseball Field.

The Lessee agrees that during the first five (5) years of the lease it shall make the following improvements to the premises:

- Add gates to the perimeter fence and close open gaps in the fence;
- Add an age appropriate backstop to catch foul balls;
- Add infield surface conditioner (Agriline or Turf Ace);
- Regrade and resod the infield; and
- Retrofit the irrigation system in the infield to make it adaptable to eighty (80) and ninety (90) feet bases.

The Lessee further agrees that during any second five (5) year lease it shall make the following improvements to the premises:

- Acquire a portable pitcher's mound;
- Improve and/or replace the left field fencing;
- Improve and/or replace the dugouts covering;
- Construct a maintenance building.

Lessee agrees that it shall be responsible for all landscape maintenance, including all mowing, fertilizer, sprinklers, and general upkeep. The Lessor shall be responsible for providing electricity, water, and garbage removal for the premises. Any landscaping modifications may be performed by Lessee upon obtaining written consent from the Director of the Parks and Recreation Department.

VI.

All terms, notices of default, termination, and insurance coverage requirements outlined in any other portion of this lease shall be binding for any renewal or extension of the lease unless specifically waived in writing by the parties.

VII.

Lessee agrees to indemnify the Lessor for any claim made by the Lessee's employees or by any other persons, for personal injury or property damage arising out of the Lessee's use of equipment on the premises or equipment brought onto the premises after the commencement of this Lease Agreement, which Lessee agrees to accept at all times during the term of this Agreement as is, where is, and the Lessor has no responsibility for its condition or state of repair. Lessee agrees not to remove from the Lessor's premises any equipment or property located on

the leased premises at the commencement of this Lease, except as authorized in writing by the Lessor.

VIII.

Before exercising any remedies for breach, default or failure to perform under this Lease Agreement, the defaulting party shall be given thirty (30) days written notice of such default or failure to perform. If the act is such that it cannot be cured within a thirty (30) day period, this period may be extended upon written agreement of the parties, providing that the defaulting party commences to cure such default within said 30 day period and proceeds diligently thereafter to effect such cure.

IX.

In the event either party institutes legal proceedings against the other for breach of this Lease Agreement, the party against whom a judgment is entered shall pay all reasonable costs and expenses relative thereto, including reasonable attorney fees.

IN WITNESS WHEREOF, the parties hereby have executed this Lease Agreement.

Attest:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation, Lessor

RaNae Edwards, City Clerk

By: _____
Jay Vavricek, Mayor

GRAND ISLAND RIVERDOGS,
Lessee

By: _____

RESOLUTION 2012-110

WHEREAS, the Parks and Recreation Department of the City of Grand Island invited sealed proposals for the leasing of Ashton Street Ball Field; and

WHEREAS, on April 17, 2012, one (1) proposal was received and reviewed; and

WHEREAS, the Grand Island Riverdogs in Grand Island, Nebraska, submitted a proposal in accordance with the terms of the request for proposal being a five-year lease with five additional one (1) year renewal options containing a financial commitment for annual improvements to the facility; and

WHEREAS, a Lease Agreement has been reviewed and approved 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 proposal of Grand Island Riverdogs for management and operation of the Ashton Street Ball Field is hereby accepted.

BE IT FURTHER RESOLVED, that the Mayor be, and hereby is, authorized and directed to sign on behalf of the City of Grand Island, a Lease Agreement by and between the City and the Grand Island Riverdogs, for such project.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 24, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk