



## Board of Aldermen Request for Action

**MEETING DATE:** 7/18/2023

**DEPARTMENT:** Parks and Recreation

**AGENDA ITEM:** Resolution 1241, Smithville Warriors Youth Football Contract

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### REQUESTED BOARD ACTION:

Motion to approve Resolution 1241, authorizing and directing the Mayor to enter into an agreement with Smithville Warrior Youth Football Club for use of city park land.

### SUMMARY:

City staff met with representatives from the Smithville Warriors Youth Football Club and agreed on terms to renew an annual contract for use of city park land and facilities for youth sports. The contract period is from July 31, 2023, to November 15, 2023.

Due to the pump house construction in 2022 at Smith's Fork Park, one of the practice fields is still not usable. Public Works is working with the contractor to ensure the area is reseeded and grass returns for play. Staff and the Club have agreed to use the outfield of Smith's Fork Field 1 until the field is playable again.

### PREVIOUS ACTION:

The City enters into contracts annually with the Smithville Warriors Youth Football league.

### POLICY ISSUE:

[Click or tap here to enter text.](#)

### FINANCIAL CONSIDERATIONS:

[Click or tap here to enter text.](#)

### ATTACHMENTS:

- |  |  |
|--|--|
| <input type="checkbox"/> Ordinance             | <input checked="" type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans               |
| <input type="checkbox"/> Staff Report          | <input type="checkbox"/> Minutes             |
| <input type="checkbox"/> Other:                |  |

## **RESOLUTION 1241**

### **A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SMITHVILLE WARRIORS YOUTH FOOTBALL CLUB FOR USE OF CITY PARK LAND**

**WHEREAS**, the association desires to use a portion of the city's parks for conducting youth football games and practices; and

**WHEREAS**, it is in the City's best interest to enter into an agreement; and

**WHEREAS**, the City and Smithville Warriors Youth Football have met and discussed said fees and the impact they will have on their membership; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE  
CITY OF SMITHVILLE, MISSOURI:**

**THAT THE MAYOR IS HEREBY AUTHORIZED AND DIRECTED TO EXECUTE THE  
ATTACHED AGREEMENT WITH SMITHVILLE WARRIORS YOUTH FOOTBALL  
FOR THE 2023 SEASON.**

**PASSED AND ADOPTED** by the Mayor and Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, on the 18<sup>th</sup> day of July 2023.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

## **AGREEMENT**

**THIS AGREEMENT** entered into this 18<sup>th</sup> day of July, 2023, by and between the **CITY OF SMITHVILLE, MISSOURI**, a Missouri Municipal Corporation ("City") and **SMITHVILLE WARRIORS YOUTH FOOTBALL**, a not-for-profit corporation ("Association"), as follows:

**WHEREAS**, the Association desires to use a portion of the City's parks for conducting fall football games and practices for youth, and

**WHEREAS**, the Association desires to make improvements to the City's football fields, and

**WHEREAS**, the City and the Association have met and discussed said fees and the impact they will have on Association membership, and

**WHEREAS**, the Association desires that the City, for a fixed cost to the Association, provide certain services in connection with the Association's use of the City park, but desires to provide other necessary services at their own cost, subject to City's supervision and review, and

**NOW, THEREFORE**, it is agreed as follows:

### **FEE**

1. The Association agrees to pay \$2,280.00 for the fall 2023 season (July 31, to November 15, 2023) before September 1, 2023, for the use of the City's football fields.
2. If payment is not received for the current year's fall season by September 1 of the respective year, all play will be canceled until full payment is received.
3. The Association agrees to pay \$600.00 for the use of the concession stand/storage building at Smith's Fork Park. The Association will have exclusive use of the storage area during the term of this agreement; and exclusive use of the concession area from June 1 to December 1, 2023. The Association will be responsible for all operation costs associated with the building. Nothing is to be stored outside the building at any time. This provision will nullify City Ordinance 2637-08; an agreement between the City and the Association for the construction of the Concession stand/storage building at Smith's Fork Park.

### **USE OF PARKS**

4. It is agreed that the Association shall be entitled to the use of the City's football fields as follows:

- a. Game fields and practice areas are generally located by the river at the spillway in Smith's Fork Park.
- b. Outfield of Smith's Fork Field 1

### **ASSOCIATION'S OBLIGATIONS**

5. The Association agrees that it will:

- a. Provide the necessary toiletries and supplies for the restrooms at Smith's Fork Park Spillway on weekends, Saturdays, and Sundays, whenever there are games played.
- b. Routinely clean and keep the interior of the concession building at Smith's Fork Park in an orderly manner during the organization's use and provide the necessary manpower to operate the concession stand. Nothing is to be stored outside at any time.
- c. Assume liability for the Association's own equipment and inventory stored at the concession stand.
- d. Assume liability for any damage caused by frozen pipes inside the concession stand from October 15 to November 15, unless notification is given to the City with 24 hours' notice Monday through Friday of when the concession stand is to be closed.
- e. Will consult the Parks and Recreation Director of any field maintenance proposed by the Association before the field maintenance is started. (i.e., seeding)
- f. Pay for electrical service for existing field lights during the season defined as July 31 through November 15.
- g. Provide the Parks and Recreation Director with a copy of each season schedule before the season begins and notify Parks and Recreation Director of any schedule changes throughout the season.
- h. Provide trash pickup, dump barrels, and pick up and remove litter, at football fields, concession stand, and immediate surrounding areas daily unless deemed unnecessary due to low volume or lack of use.
- i. Remove rope from around the field after each game or practice.
- j. Provide additional portable toilets, if needed, at the association's expense when city restroom facilities are closed.

- k. All Association activities shall occur between the hours of 6:00 a.m. and 11:00 p.m.

### **CITY'S OBLIGATIONS**

- 6. The City agrees that it will:
  - a. Provide football fields as described above.
  - b. Layout football fields, including painting lines prior to the season.
  - c. Provide, maintain, and repair the electrical service for existing ball field lights.
  - d. Maintain parking areas at Smith's Fork Park.
  - e. Supply trash cans.
  - f. Paint lines on fields eleven times during the season and provide paint
  - g. Provide access to the concession building as described above.
  - h. Maintain and winterize the irrigation system on the game field
  - i. Winterize concession building

### **OTHER AGREEMENTS**

- 6. The City reserves the right to inspect facilities and request repair for damage specifically caused by the association as herein agreed by the Association. If repairs are not performed in a timely manner, the City may perform or contract for the repairs and bill the Association, and the Association agrees to pay any such bill incurred.

### **ADDITIONAL IMPROVEMENTS**

- 7. Both parties recognize that the use of the above-mentioned parks is for the general public, and thus, all use thereof is solely with the consent of the City. It is further recognized, however, that the Association would like the City to consider allowing them to provide additional amenities in the park, which would make the Association's use for youth football more beneficial. It is further understood that any permanent improvement placed in the park by the Association, with the City's approval, shall thereafter belong to the City.

### **CONCESSION STAND**

8. City hereby grants to Association the right to operate a concession stand (upon receiving all the necessary state and county approvals, with copies provided to the City) at the Smith's Fork Park out of the concession building located by the football field during the fall season. Any proposed improvement or modifications to the City's concession building may be made only after specific approval by the Board of Aldermen and the United States Army Corps of Engineers.

### **INDEMNIFICATION**

9. The Association hereby agrees to indemnify and save the City safe and harmless from any liability incurred as a result of the Association's use of the City parks as above set out, and specifically agrees to name the City as an additional party insured on its general liability insurance policy, which shall be in an amount not less than One Million Dollars (\$1,000,000.00) or such higher amount in the future years as the then current sovereign immunity limits of the State of Missouri.

### **ADVERTISING AND FUND-RAISING**

10. The Association has the right to place team banners around the field during the defined season of July 31-November 15, 2023. These banners will be removed after the season.

### **ADA ACCOMMODATIONS**

11. The association shall make reasonable accommodations for spectators and participants with disabilities when notified that such a need exists.

### **BREACH OF CONTRACT**

12. In the event either the Association or the City remains in breach of this contract after receiving ten (10) days' written notice of such breach from the other party, then the non-breaching party may declare this contract null and void by notifying the breaching party in writing.

### **CHANGE IN THE USE OF FIELDS**

13. The Association is the only organized football entity using the City's football fields. It is the intent of the City to allow the widest possible use of its municipal park's, and to attempt to resolve any conflicts in their use. In the event, however, that other football associations request the use of the City's football fields and conflicts with the terms of this contract which cannot be reasonably resolved, then the City reserves the right to terminate this contract by delivering written notice on or before December 31<sup>st</sup> of such year.

**PUBLIC RESTROOM FACILITIES**

14. All public restroom facilities in City parks are open to the public from April 15 to October 15.

**IN WITNESS WHEREOF**, the parties have entered this Agreement the day and year first above written.

**CITY OF SMITHVILLE, MISSOURI**

By \_\_\_\_\_  
Mayor Damien Boley

**ATTEST:**

\_\_\_\_\_  
Linda Drummond, City Clerk

**SMITHVILLE WARRIORS YOUTH FOOTBALL**

By \_\_\_\_\_

**ATTEST:**

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