



## Board of Aldermen Request for Action

**MEETING DATE:** 5/6/2025

**DEPARTMENT:** Parks and Recreation

**AGENDA ITEM:** Resolution 1464, Smithville Warriors Youth Football Contract

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### **REQUESTED BOARD ACTION:**

Motion to approve Resolution 1464, authorizing and directing the Mayor to enter into an agreement with Smithville Warrior Youth Football Club for use of City park land.

### **SUMMARY:**

The City of Smithville and the Smithville Warriors Youth Football Club enter into an annual contract to utilize portions of Smith's Fork Park for fall football practices.

Both parties met and discussed potential changes to their obligations before proceeding with the annual contract. Some of those changes were:

- Due to the size of the youth football program, staff and the club have agreed to continue using the outfield of Smith's Fork Field 1 and 2 for flag football practice on Tuesdays only.
- The football club will be responsible for providing their own lawn care, not including mowing, on the football fields only, ensuring the fields are maintained in good condition throughout the year. Ball fields will remain under the City's responsibility.
- The football club will meet with the Parks and Recreation Director to discuss the scope of the Association's field maintenance, before starting the field maintenance program for the year, which program will include seeding and fertilizing.
- The Association is authorized to perform routine maintenance and necessary improvements within the approved football field area, including but not limited to general upkeep and the use of its own equipment. Any proposed improvements, whether temporary or permanent, must receive prior approval from the Parks and Recreation Director and, if required, the United States Army Corps of Engineers.

The Association shall be responsible for any damage resulting from its maintenance activities or improvements. If damage occurs and repairs are not

completed in a timely manner, as determined by the City, the City may perform or contract for the necessary repairs, and the Association agrees to reimburse the City for all costs incurred. Additionally, the Association is responsible for the proper disposal of all materials and waste generated from its maintenance or improvement activities.

All approved permanent improvements shall become the property of the City upon completion.

- The Football Club will be increasing their insurance coverage from one million dollars to two million dollars to comply with City insurance requirements.

The City of Smithville and the Smithville Warriors Youth Football Club have agreed on the new terms to renew an annual contract for use of city park land and facilities for youth sports. The contract period is from July 29, 2025, to November 15, 2025.

**PREVIOUS ACTION:**

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

**POLICY ISSUE:**

**FINANCIAL CONSIDERATIONS:**

**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 1464**

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

**WHEREAS**, the association desires to use a portion of the City's parks for conducting youth football 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 obligations; 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 2025 SEASON.**

**PASSED AND ADOPTED** by the Mayor and Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, on the 6<sup>th</sup> day of May 2025.

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Damien Boley, Mayor

ATTEST:

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Brandi Schuerger, Assistant City Clerk

## **AGREEMENT**

**THIS AGREEMENT** was entered into this 6<sup>th</sup> day of May 2025, 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 the 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 2025 season (July 29, 2025, to November 15, 2025) before September 1, 2025, 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.

### **USE OF PARKS**

3. 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 and Field 2 on Tuesdays.

### **ASSOCIATION'S OBLIGATIONS**

4. The Association agrees that it will:

- a. Routinely clean and keep the interior of the concession building and storage container at Smith's Fork Park in an orderly manner during the organization's use. Nothing is to be stored outside at any time.
- b. Assume liability for the Association's own equipment and inventory stored at the concession stand.
- c. Will meet with the Parks and Recreation Director to discuss the scope of the Association's field maintenance, before starting the field maintenance program for the year, which program will include seeding and fertilizing.
- d. Pay for electrical service for existing field lights during the season defined as July 31 through November 15.
- e. Provide the Parks and Recreation Director with a copy of each season's practice schedule before the season begins and notify the Parks and Recreation Director of any schedule changes throughout the season.
- f. Provide trash pickup, dump barrels, and pick up and remove litter at football fields, concession stand, and the immediate surrounding areas daily unless deemed unnecessary due to low volume or lack of use.
- g. Provide additional portable toilets at the association's expense when city restroom facilities are closed or if needed.
- h. All Association activities shall occur between the hours of 6:00 a.m. and 11:00 p.m.
- i. Be responsible for providing their own lawn care, not including mowing, on the football fields only, ensuring the fields are maintained in good condition throughout the year. Ball fields will remain under the City's responsibility.

## **CITY'S OBLIGATIONS**

5. The City agrees that it will:

- a. Provide football fields as described above.
- b. Layout football fields, including painting lines before 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 (11) 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 on time, 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.
- 8. The Association is authorized to perform routine maintenance and necessary improvements within the approved football field area, including but not limited to general upkeep and the use of its own equipment. Any proposed improvements, whether temporary or permanent, must receive prior approval from the Parks and Recreation Director and, if required, the United States Army Corps of Engineers.

The Association shall be responsible for any damage resulting from its maintenance activities or improvements. If damage occurs and repairs are not completed in a timely manner, as determined by the City, the City may perform or contract for the necessary repairs, and the Association agrees to reimburse the City for all costs incurred. Additionally, the Association is responsible for the proper disposal of all materials and waste generated from its maintenance or improvement activities.

All approved permanent improvements shall become the property of the City upon completion

### **CONCESSION STAND**

9. Any proposed improvement or modifications to the City's concession building may be made only after specific approval by the Parks and Recreation Director and the United States Army Corps of Engineers.

### **INDEMNIFICATION**

10. 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 Two Million Dollars (\$2,000,000.00) or such higher amount in the future years as the then current sovereign immunity limits of the State of Missouri.

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

11. The Association has the right to place team banners around the field during the defined season of July 29-November 15, 2025. These banners will be removed after the season.

### **ADA ACCOMMODATIONS**

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

### **BREACH OF CONTRACT**

13. 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**

14. The Association is the only organized football entity using the City's football fields. The City intends to allow the widest possible use of its municipal parks 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**

15. 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:**

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Brandi Schuerger, Assistant City Clerk

**SMITHVILLE WARRIORS YOUTH FOOTBALL**

By\_\_\_\_\_