

# User Agreement

## City of Bloomfield and Davis County Little League

For and in consideration of the mutual promises and agreements contained herein, the CITY OF BLOOMFIELD (“The City”), a municipal corporation, of 111 E Franklin Street, Bloomfield, agrees to allow use of the Charlie Rupe Fields (both major and minor fields), Kevin Ritz Fields (both major and minor fields), and Lake Fisher Field by Davis County Little League (“Lessee”), an Iowa non-profit organization organized under the laws of the State of Iowa, to operate a Little League youth baseball and softball program, subject to the following terms and conditions:

1. **Consideration.** The City hereby allows use to Lessee the below described premises (“Premises”) in return for the Lessee agreeing to provide maintenance of the fields (minus mowing) and administration of a Little League youth baseball and softball program open to the citizens of the City of Bloomfield.

2. **Term and Renewal.** The term of this Agreement is from January 1, 2023 (“Effective Date”) into the foreseeable future. Any future agreements between the parties related to the Premises shall be under the terms and conditions mutually agreed to by the parties at that time.

3. **Premises.** The Premises offered by The City to Lessee for use are legally described as follows: Kevin Ritz Field, located at the bottom of the hill behind the old high school and track area. Also, the associated Minors field across the street located near Bloomfield City Park, Bloomfield, Davis County, Iowa. The Charlie Rupe Field located behind the Pizza Hut and the associated Minors field located further behind Charlie Rupe Field. Lake Fisher Field located centrally near Lake Fisher at the top of the hill.

4. **Use of Premises by Lessee.** Lessee shall have priority use of the Premises (except Lake Fisher Field) from 04/01 of each year to 09/30 of each year for the purpose of operating a Little League youth baseball and softball program (“Priority Use Season”). Priority Use means that Lessee may occupy the Premises between those dates to the degree necessary to operate a Little League youth baseball and softball program, subject to Section 5. Priority Use does not mean exclusive use, and this agreement does not grant Lessee any exclusive rights to occupy all or a portion of the Premises. Instead, use of the Premises by Lessee, by The City, and by the public is governed by the terms of this Agreement. Use by Others shall be permitted in accordance with Section 5. Use of Premises by Lessee outside of the Priority Use Season shall be scheduled in advance with the City Administrator.

5. **Use of Premises by Others.** The parties understand and acknowledge that a portion or all of the Premises is designated for outdoor public recreation through the City of Bloomfield. Therefore, the parties agree that during the off-season, all fields on the Premises shall be available for use by the public. The off-season is defined as any time

other than the Priority Use season described in Section 4. During the public time, this field shall not be locked, barricaded, or otherwise made inaccessible to the public, except during times when the park is closed in accordance with City ordinance. Lessee may reserve the field for its use on a limited basis, only when it is necessary for a special event, tournament, or similar situation, and The City may decline to reserve the field for Lessee if City determines that the field should be available for public use. Lessee shall allow other persons or organizations to use the Premises if the Premises are not in bona fide use by the Lessee, and Lessee may require that such use by others shall be consistent with the normal usage of said Premises.

6. **Surrender of Premises**. Lessee agrees to surrender the Premises, or a part thereof, in the event it is necessary for expansion or utilization of public park facilities or for any other purpose which City believes is necessary or important. Lessee further agrees to abandon the Premises, or a part thereof, in the event the demand is made by the United States government, or Lessee or City is ordered to do so by an order of any Court.

7. **Use by the City**. Lessee agrees that The City may use the Premises when the same is not required for use by Lessee, and such use by The City shall be consistent with the normal usage of said premises. The City agrees that it will restore and/or contribute to the maintenance of the Premises consistent with its use by The City. If the City uses the Premises under this Section, it agrees to leave the Premises in substantially the same condition, reasonable wear and tear excepted. For purposes of this Section, The City use shall mean organized activities conducted or sponsored by The City. The City and Lessee agree that Lessee will have the opportunity to review proposals for activities at the facility at least six months in advance, or before the schedule for the season is complete, whichever is later. Both parties agree that Lessee or its designee shall participate in the local organizing committee, if any, that is charged with reviewing and fully considering any proposals for use of the Premises by others. Further, if any organization is approved for use other than Lessee, said organization will be required to contact the Little League President if they intend to use concessions, bathrooms, or any other portion of the Premises that are the property of the Davis County Little League.

i. **Lake Fisher Field Exceptions**. Lake Fisher Fields are to be included in the Premises with the understanding that this field does not house any buildings or property owned by the Davis County Little League. As such, this field is kept in reserve by the Little League mostly for practice if the other fields are taken and it is the responsibility of someone from the Little League (coach, manager, president, board member, etc) to check with the City Administrator before use to ensure no one else already has the field reserved. Lake Fisher Field gets rented out by The City periodically and is also used by the Mutchler Center T-ball and Coach Pitch programs so Lessee will only use this field as a last resort and will work with The City and other entities to include the Mutchler Center to ensure availability at all times.

## **8. Lessee Obligations.**

**8.A. Change of Contacts and Officers.** Lessee agrees to provide the City Administrator with accurate contact information for officers of Lessee Board of Directors, no later than 30 days after officer elections. Lessee has a continuing obligation to ensure that the City Administrator has accurate contact information for Lessee and to notify City Administrator of any officer changes within thirty (30) days after said change. Attached to and incorporated by reference into the terms of this Agreement are the names and addresses of the current office holders of Lessee Board of Directors.

**8.B. Changes to the Premises.** No construction or installation of any improvements to the Premises shall occur until the City Administrator or designee has given prior written approval to the proposed construction. Lessee shall promptly notify the City Administrator of its intentions to construct or install any improvements upon the Premises, and Lessee agrees that it will not perform any such construction unless and until it receives written approval from the City Administrator. As it currently stands, all buildings to include concession stands buildings and all sheds at the Charlie Rupe Fields (majors and minors) and at the Kevin Ritz Fields (majors and minors) are owned and insured by the Davis County Little League. Davis County Little League holds zero rights to any structures at the Lake Fisher Field.

## **9. Maintenance.**

### **9.A. Lessee Responsibilities.**

i. **Property Damage.** Lessee agrees to maintain said Premises under the authority of the City Administrator or his/her designee. Lessee agrees to repair or replace any property damaged, either willfully or accidentally, by its members or invitees which occurs to the Premises. Lessee is entitled to recover costs for damages or to require repairs for damages or improper maintenance that occurs while the Premises is used and controlled by others, including those enumerated in Sections 6 and 7 of this Agreement.

ii. **Trash and Recycling.** Lessee agrees to be responsible for policing the Premises and picking up and making ready for City collection of all trash, recyclables, debris, and waste material of every kind, resulting from its use of the Premises by itself or any spectators in attendance at the Premises. Lessee also agrees to place all collected trash, recyclables, debris, and waste in the designated dumpsters provided by The City, as per the city code. Lessee agrees that it will not place yard waste or building materials in City trash receptacles. Lessee agrees to promote and encourage recycling throughout the Premises. To avoid the public's misuse of trash and recycling receptacles during the off-season, Lessee agrees to move all trash and recycling receptacles to an area of the Premises that is inaccessible to the public within fourteen days of the end of the season. This agreement is contingent upon The City providing their own trash receptable (in the off-season) for the basketball courts owned by the city that lie between the two fields at the Kevin Ritz facility. This agreement is contingent

upon The City providing ample receptacle for the trash particularly at the Kevin Ritz fields which are intertwined with the City Park, City Pool, and City Basketball Courts. This area has a greater trash accumulation in total than the other areas noted in this Agreement. This section is also contingent upon The City having scheduled trash removal for its receptacles of no less than once per week to mitigate overflow and smell of the Premises. This section is also contingent upon The City providing no less than a 4-yard dumpster or two smaller dumpsters as this is the average amount of trash accumulated in this area during the Priority Use season. Charlie Rupe field can operate with a 2-yard dumpster.

iii. **Game Days**. Lessee is responsible for preparation of the playing fields prior to all scheduled game days.

iv. **Grass and Weeds**. The ongoing maintenance of City grass and weeds is to be the responsibility of The City. The City agrees to regularly scheduled maintenance i.e. mowing of the playing fields and of the surrounding areas of the facilities. The relationship of Lessee and The City in terms of maintaining grass and weeds shall be of a civil nature in that if Lessee sees that a field needs further mowing then Lessee shall handle that mowing of their own accord. In addition, Lessee agrees to provide the City Administrator and/or the person mowing with the current season's schedule so that The City can be aware of important dates and times for appropriate maintenance of grass.

v. **Notification to City**. Lessee agrees to promptly notify The City in writing if it observes any needed maintenance to sidewalks, parking areas, trees or other items that The City is obligated to maintain under Section 9.B or any items other than those which the Lessee is obligated to maintain. Lessee may provide the written notification by e-mail to the City Administrator. At the time of this Agreement, the email address for the City Administrator is [Tomijo.day@cityofbloomfield.org](mailto:Tomijo.day@cityofbloomfield.org).

vi. **Utilities**. Utilities for the Kevin Ritz field only, to include water and electric have been gifted to the Davis County Little League to be considered as a donation to the Davis County Little League from the City of Bloomfield. At the time of this Agreement, Lessee pays the utilities at the Charlie Rupe fields. As of the time of this Agreement, should there be an issue with the electric i.e. lighting or the water system, the City Administrator is to be contacted. If it is an issue that can be fixed by Lessee, permission shall be given by the City Administrator to Lessee to fix it. If it is a larger issue that requires City maintenance, then The City shall step in to fix it. If there are any issues or complaints addressed to the city i.e. lights left on, water running, etc., the City Administrator shall contact the Little League President so that Lessee is aware of the situation.

vii. **Structures and Buildings**. Lessee is responsible for all maintenance and repair of structures and buildings on the Premises. This responsibility includes, but is not limited to, painting and staining the structures and buildings and

maintaining/repairing siding, fascia, soffits, plumbing, flush valves, drinking fountains, water heaters, and other fixtures as applicable.

viii. **Winterization**. Lessee shall ensure that all building systems, such as plumbing, electrical, and heating and cooling systems, are operational through the season and ensure proper winterization at the end of the season. Lessee shall ensure that all electrical devices are shut off and that no leaks are present in the water system to ensure proper winterization. Water is to be turned off through the winter.

#### 9.B. **City Responsibilities**.

i. **Maintenance of field(s)**. Other than mowing of fields, The City has no obligation of field maintenance at any time inside of this agreement. During the off-season, The City will be responsible for maintaining the basketball courts and interspersed areas surrounding the fields (to include trash) area between the two fields located at the Kevin Ritz facility in addition to its park maintenance in the areas surrounding the fields.

ii. **Trash and Recycling**. The City will provide a 30 gallon trash receptacle for use at the basketball courts adjacent to the Kevin Ritz field as it adjoins with the City Park and will remove trash on a regular schedule.

iii. **Unique or Unusual Maintenance**. The City, at its own expense, agrees to provide unique or unusual maintenance and routine maintenance to the infrastructure, including but not limited to, repair of broken water mains, sewer, storm sewer and all repairs and surface maintenance of parking lots.

iv. **Trees**. City will provide maintenance to all trees on Premises, including hazardous tree removal, broken limb removal and corrective pruning. No tree shall be planted or removed without prior approval from the City Administrator.

10. **Construction**. Under no circumstances may Lessee construct an enclosed structure on the Premises that prevents part or all of the Premises from use for outdoor public recreation. With prior written approval of the plans by the City Administrator or his/her designee, Lessee may construct accessory and customarily incidental improvements to the Premises. Any construction or installation of any improvements shall be in conformity with the regulatory codes of The City, including any construction within the floodplain or floodway, and subject to the prior written approval of the City Administrator or his/her designee. The parties agree that any permanent improvements or fixtures constructed by Lessee on the Premises are the property of the Davis County Little League.

11. **Fees Charged to the Public**. Lessee agrees that all fees charged by Lessee to the public for entrance, use, or access to the Premises shall be competitive with fees charged by similar private facilities. The City shall have the right to request information related to fees charged by Lessee to the public for access or use of the facilities and to request information from Lessee that support the competitiveness of any such fees with

similar private facilities. Upon receipt of such a request, Lessee shall timely provide the requested information. If The City determines that the fees are not in compliance with this Section, then Lessee shall adjust its fees in accordance with the City's direction.

12. **Non-Discrimination**. The parties agree that Lessee shall comply with all civil rights and accessibility legislation, including Title VI of the Civil Rights Act of 1984, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act, and Lessee shall not on the grounds of race, color, sex, creed, religion, ancestry, national origin or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by local, state, or federal laws. By signing this Agreement, Lessee certifies that it complies, and will continue to comply, with this nondiscrimination requirement. The parties agree that any statements in literature, advertising, and public information by Lessee or City about the Premises will state compliance with these nondiscrimination requirements.

13. **Assignment or Subletting**. This Agreement shall not be assigned, nor the Premises subleased. Refer to section 5 for use of the field by other parties. As of the time of this Agreement, other parties typically consist of other ball teams that play outside the realm of the Little League i.e. USSSA travel ball leagues and/or interleague play between surrounding towns and counties. These entities are to address the Davis County Little League Board when asking for access to the fields for practice, games, tournaments, etc. The City should only be referred to in the event that Little League and the outside entities have a dispute.

14. **Expense**. The City has historically agreed to pay for the utilities at the Kevin Ritz fields while Lessee has historically paid for the utilities at the Charlie Rupe fields. Assuming agreement between The City and Lessee, this shall remain the same. Aside from the utilities at the Kevin Ritz fields, The City shall assume no additional expenses as a result of this Agreement or any of the operations of Lessee except for those expenses generated as a result of the City's own use as referenced above. Lessee agrees to pay its own administration expenses, including but not limited to, concessions managers, umpires, internet, office supplies, and miscellaneous equipment. Unless otherwise agreed to by City, Lessee agrees to provide all funds and resources for use and maintenance of the Premises discussed in this Agreement. All costs expected and unexpected will be paid by Lessee unless other arrangements are made with The City. If Lessee makes any improvements to the Premises that are paid for with public funds, Lessee shall comply with applicable bid laws.

15. **Termination of Agreement**. The City reserves the right to periodically review the performance of Lessee to evaluate compliance with the terms of this Agreement. Either party may terminate the Agreement for breach of this Agreement upon thirty (30) days written notice to the breaching party. If the breaching party does not cure the breach prior to the date of termination, then the other party may terminate the Agreement. If the breaching party attempts to diligently cure the breach, to the extent such breach cannot be reasonably cured within thirty (30) days, the other party may

grant additional time to cure as it deems appropriate, but is under no obligation to do so. If Lessee shall dissolve, become insolvent or otherwise unable to fulfill the terms of this Agreement, or abandon the use of the Premises, this Agreement shall terminate and Lessee shall have no further rights hereunder. Discontinuation of use of all or part of the Premises for maintenance, repair or rehabilitation purposes of the grounds shall not be deemed as abandonment. If Lessee changes the character of its operation significantly from that of a non-profit corporation, then this Agreement shall terminate and Lessee shall have no further rights hereunder.

16. **Liability**. Lessee agrees that the City shall be held harmless from any and all liability arising from any operation or use under this Agreement of the described Premises by Lessee or its agents or employees or any other person using the Premises. Lessee further agrees to defend The City against any and all claims arising from the operation or use under this Agreement of the described Premises by it, its agents, employees, or any other person using the Premises. The parties agree that Lessee may enter into separate agreements with other users of the Premises to hold harmless Lessee, its directors and members from claims arising from the use of others as discussed in this Agreement. Lessee agrees to purchase and maintain the AIG insurance offered by Little League International (or a comparable insurance that covers all participants in Little League operations). Lessee shall furnish to the City evidence of insurance by a certificate of insurance of required coverage. The parties agree that The City may adjust these insurance requirements on an annual basis and will provide written notice to Lessee of any additional requirements for insurance required by this Section.

17. **Concession, Advertising, and Naming Rights**. Lessee shall have the right to operate concessions for the sale of beverages, food, programs, and other items usually sold in the public parks. Lessee shall have the right to sell advertising space on the inside of the Premises boundaries, and all revenue derived from concessions and advertising shall belong to Lessee. Lessee also agrees to be responsible for cleaning and maintaining the concession area, including restrooms. Lessee and The City shall jointly hold all naming rights for the facilities and Premises, and any naming of fields, buildings, improvements or areas shall be by mutual agreement of the parties. Consent sought by one party from the other shall not be unreasonably withheld.

18. **City Authority**. All matters pertaining to the terms of this Agreement shall be subject to the powers of the City Council and its designated authorized agents consistent with the laws of the State of Iowa. The City Council appoints and delegates the City Administrator as the primary contact point for The City with Lessee in administering and fulfilling the terms of this Agreement.

19. **Relationship Between the Parties**. This Agreement does not create any employee/employer relationship between the City of Bloomfield and Lessee, its agents or employees. Nothing contained in this Agreement is intended to create a partnership or joint venture between Lessee and The City, and no agent of Lessee shall be the

agent of The City. Lessee covenants that it will not take any action in the name of, or by holding itself out as the agent of The City of Bloomfield.

20. **Integration.** The parties agree that this Agreement, along with any attachments, constitutes the entire understanding between the parties and supersedes all prior negotiations, agreements, and understandings, whether oral or written.

21. **Savings Clause.** Should any portions of this Agreement be declared void, the remainder of the Agreement shall remain in full force and effect.

22. **Amendments.** This Agreement may only be amended by a written document duly executed by both parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF BLOOMFIELD

Chris Miller, Mayor

ATTEST: \_\_\_\_\_

City Administrator

State of Iowa ss. County of Davis

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared Chris Miller and Tomi Jo Day, who acknowledged themselves to be the Mayor and the City Administrator, respectively, of the City of Bloomfield, a municipal corporation, and that they as such Mayor and City Administrator, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Bloomfield selves as Mayor and City Administrator.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_

Notary Public, Iowa

My Commission Expires: