

BELGRADE PARK AND RECREATION BOARD AGENDA

Tuesday, January 10th, 2023 @ 6:30pm

Belgrade City Hall 91 East Central Ave, Belgrade MT 59714

Watch live at <https://www.belgrademt.gov/357/Watch-Live-Meetings>

1. Call To Order

- Pledge of Allegiance
- Roll Call

2. Approval Of Minutes

2.1. December 2022 Minutes

Documents:

[MINUTES DECEMBER 2022.PDF](#)

3. Public Forum

Please state your name and address in an audible tone of voice for the record. This is the time for individuals to comment on matters falling within the purview of the Belgrade Parks & Recreation Board not already on the agenda. Please limit your comments to three minutes.

4. Reports

4.1. Discuss Draft Development Of Park Proposals

5. Discussion

5.1. Reappointment Of Vivian Crouse

Documents:

[ITEM SUMMARY- VIVIAN CROUSE.PDF](#)

5.2. Discuss Belgrade Baseball Rough Draft Con't

Documents:

[BB LEASE 1 DRAFT.PDF](#)

6. For Your Information

7. Items For Next Agenda

8. Set Next Meeting

9. Adjourn

BELGRADE PARK AND RECREATION BOARD
MEETING MINUTES
Belgrade City Hall
December 13th, 2022
6:30 PM

Park and Recreation Board Chairperson Perry called the meeting to order at 6:33p.m. Park Board (PB) members in attendance were Chairperson Diana Perry, Council member Renea Mattimoe, and Board members Vivian Crouse, Emily Decker, and Nick Bates arrived late.

City staff in attendance were Public Works Director Steve Klotz, Public Works Admin Assistant Lisa Blank.

Action: Board member Crouse motioned to approve November 2022 minutes. Board member Decker seconds the motion. All in favor; Council member Mattimoe abstained.

Public Forum:

No comments offered during Public Forum.

Reports:

Director's Report:

The Finance department is working on new method for accepting donations for the Splash Park, but currently there is no time frame for this solution.

The Ice-skating rinks are (almost) skateable. Kiwanis has had skaters already and Winter Park is about one week out to build thickness. Then the ice can be maintenance by a Zamboni-like vehicle by the City.

The Parks Maintenance District bond will be proposed to City Council in January.

Discussion:

Belgrade Baseball / Long Term Lease

Chairperson Perry asked if there had been any comments submitted to Lisa Blank? Also, she pointed out a couple of text edits where Forney had not yet been replaced with Belgrade in the rough draft.

Chairperson Perry did ask how the City will prove that Belgrade Baseball is responsible for any garbage issues that might come up? Also she wandered how the separate fee for concessions will be set up and what about if Belgrade Baseball does not use the concessions every time? Lastly, she asked why the City will require proof of state and federal tax records?

Board member Bates asked about the process to finalize the lease- does it go to Legal then Belgrade Baseball?

Director Klotz clarified that the lease will first go to Belgrade Baseball for their input, then to legal for finalization. He hopes to have the conversation in January with Belgrade Baseball. He also stated that the user fee is intended to be more for the use of water, electricity, supplies, maintenance of the field, etc

and not for concessions. He was not sure why the City needed tax information from Belgrade Baseball, but maybe it is for liability issues.

Council member Mattimoe reflected on the development of the long-term lease and how it is just the beginning of developing a boiler plate form for future uses of the Parks.

Draft for Development of Park Proposals

Director Klotz informed Park Board that the proposal is now with the Review Committee for the Community Development Director and the City Engineer to come up with regulations for the Developer's use. He will continue to give updates as the process goes along. Once the Park dedication section is available, the Park Board will get a chance to review it and give input.

Chairperson Perry asked if there was a draft to be submitted to Park Board for review?

Term Expiration- Vivian Crouse

Chairperson Perry asked Board member Vivian Crouse if she would like to continue to be on the board?

Board member Crouse did state that she would like to continue with Park Board.

Director Klotz clarified that is Vivian Crouse wants to continue as a board member for Park Board, a recommendation is needed from Park Board to City Council.

Council member Mattimoe recommended reappointment of Vivian Crouse to the Park and Recreation Board.

Board member Decker seconds the motion. All is Favor.

For Your Information:

Chairperson Perry expressed her like for the Christmas Convoy and the nice job Belgrade Community Coalition did putting it together.

Council member Mattimoe also liked how the library offered a social event to enjoy extended festivities.

Item for Next Agenda:

Discuss Belgrade Baseball Rough Draft con't
Discuss Draft Development of Park Proposal- Director's Report

Set Next Meeting:

Tuesday, January 10 @ 6:30pm

Adjourn:

Council member Mattimoe motions to adjourn, Board member Crouse seconds- All in favor! 6:59pm

Diana Perry
Park Board Chairperson

Lisa Blank
Admin. Assist. Public Works



Parks and Recreation Agenda Item Summary Report

Meeting Date:			
Submitted by:			
Consent	Discussion Only	Public Hearing	Action/Discussion
Item Title:			
Suggested Motion:			

Item Summary:

**CITY OF BELGRADE
PARK FACILITIES UTILIZATION AGREEMENT**

THE STATE OF Montana §
 §
COUNTY OF Gallatin §

The parties to this Agreement are the City of Belgrade, Montana, herein called the "City," and **Belgrade Baseball**, herein called the "Association."

WHEREAS, the City owns, operates, and maintains certain athletic facilities for the recreation, use, benefit, and enjoyment of its residents and the general public; and

WHEREAS, the Association desires to lease (or utilize) the City's athletic facilities to provide a youth softball program in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

**SECTION 1
SCOPE OF SERVICES**

- A. The Association agrees to provide a recreational youth softball program that adheres to the City of Belgrade's organization values outlined in Section 10 of the Agreement.
- B. The City agrees to allocate the required number of fields to meet the Association's program needs for 2023. Fields will be maintained for purposes of recreational sports use.
- C. The City further agrees to provide, for additional consideration, certain storage facilities as well as the use of concession facilities contingent upon their availability.

**SECTION 2
TERMS OF AGREEMENT**

- A. This Agreement will be effective on the date signed by both the City and the Association.
- B. The term of this Agreement shall be from **March 1, 2023** through **September 30, 2023**.
- C. Softball shall consist of the following seasons:
 - 1. Spring (typically March - June)

2. Summer (typically July)
3. Fall (typically August-)

The beginning of a season is the first day the Association utilizes the field(s) for coach look, tryouts, scrimmages, clinics, camps, etc., for that corresponding season. The end of a season is the last day the Association utilizes the field(s), as described above, for that corresponding season.

- D. If the Association desires additional facility usage outside of the above listed seasons it must rent the fields from the City at the City Council approved field rental rates. The use of lights for additional facility usage outside of the above listed seasons shall be charged at the rate of \$20.00 per 2-hour block.
- E. Fields not being utilized by the Association or the City will be made available for public use. The City will work with the Association to identify any available fields.
- F. Minor, functional and operational amendments to this Agreement must be approved by the City Manager. Except as otherwise authorized herein, any other substantive amendments to this Agreement must be approved in writing by the City Council following a recommendation by the Parks and Recreation Board.

SECTION 3 USE OF PREMISES

The Association shall not assign this lease nor shall it sublease or rent out any property of the City. Only the City may rent City property. All inquiries into field rentals and tournaments should be directed to the City; specifically, the Parks and Recreation Department, at (406) 388-3566.

The Association shall not engage in any business on premises or do anything in connection therewith which shall be in violation of this Agreement, any existing state or federal law, or City ordinance, or use the same in such manner as to constitute a nuisance.

SECTION 4 FIELD MAINTENANCE FEES

The Association agrees to pay the City **a field maintenance fee of \$10.00 per registrant player per season within fifteen (15) days after the first regular season game** to help off-set the costs for maintaining the fields in playing condition. The fee must be paid for all players utilizing City fields regardless of the level or division of play, including "select" players. Failure to pay the Field Maintenance Fees in accordance with this Agreement shall constitute a breach subject to the termination procedures in Section 9.

SECTION 5 CONCESSION STAND AND STORAGE FACILITY

- A. The Association shall have the exclusive use of the concession stand and storage facility at Lion's Park near the softball fields for the duration of this Agreement. The fee for the use of this facility for 2023 is \$750.00. The Association shall have the first right of refusal to operate the concession stand during softball tournaments hosted by an outside organization, but not by the City.
- B. The Association shall at all times during the duration of this Agreement work jointly with the City to maintain a clean and organized concession stand and shall be responsible for all Association owned fixtures, appliances, and equipment necessary for storage, preparation, and serving of food and drinks in a clean, safe and sanitary manner commensurate with similar City facilities in compliance with City, County and State statutes and ordinances and being acceptable to applicable agencies. The City shall be responsible for all maintenance and repairs to the permanent physical structure of the building, such as electrical wiring, plumbing, ice maker, and other structural components.
- C. The Association shall be responsible for passing an annual health inspection at the concession stand area as well as routine general inspections by the City of the concession stand and storage areas. The Association shall ensure that the City has access at all times to the concession stand and storage areas.
- D. The Association shall be required to police the area of all trash, garbage, paper, boxes, cartons, cans, containers, litter, etc., generated by the concession stand when in use by the Association. Adequate trash receptacles will be furnished by the City. If within the City's judgment, the Association does not comply with litter collection when in use by the Association, a notification letter will be issued by the City requesting immediate compliance. If the City deems applicable, further non-compliance will result in a fee of \$45.00 per hour/per staff member for litter clean up.
- E. The City shall be responsible for off-season winterizing of plumbing fixtures and cutting off all water and electricity inside the concession stand as dictated by the weather.
- F. The Association shall be responsible for keeping on only the essential appliances during the season's non-use times. Only refrigerators, freezers and ice machines may be left on at all times. Ice machines shall be unplugged and water lines unhooked during the off-season.
- G. The Association shall at all times during the duration of this Agreement be responsible for the sanitary conditions of the walls, ceilings, floors, cabinets, doors, etc. on the inside of the concession stand following its use by the Association.
- H. The Association shall be responsible for all Association owned contents of the concession stand. Securing any insurance for all Association owned contents of the building is optional and will be the responsibility of the Association.
- I. The City reserves the right to utilize the concession stand during this Agreement.

- J. Failure to pay concession stand fees prior to the start of the first scheduled season for 2023 or failure to pass a health inspection shall constitute a revocation of the license to use the City's facilities.

**SECTION 6
INSURANCE**

The Association, at its own expense, shall obtain and keep in force during the term of this Agreement public liability insurance as will protect the Association and the City from all claims for damages to property and persons, and such insurance policy shall name the City of Belgrade as an additional insured, in an amount of at least one million dollars (\$1,000,000) with such policy designed to cover the cost of defense and liability for injuries suffered by spectators and competitors in the organized athletic activity. The insurance shall protect the City from and against all liability for claims arising out of or in connection with the Association's use and occupation of the premises, and shall provide that such policy cannot be cancelled or terminated without thirty days prior written notice to the City. All insurance shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in Montana, acceptable to the City.

The type and minimum limit of liability insurance is as follows:

<u>TYPE</u>	<u>MINIMUM LIMIT</u>
Comprehensive General Public Liability	\$1,000,000 - Combined Single Limit Coverage For Bodily Injury and Property Damage.

\$1,000,000 - On a Per Occurrence Basis, and Medical Payment Coverage.

All insurance policies shall be subject to the examination and approval of the City Attorney for Belgrade for their adequacy as to content, protection, and named insurance company. The Association shall furnish to the City certificates of such insurance **within (10) ten days of the execution of this Agreement or prior to the commencement of any activities by the Association at the City of Forney Park Facilities, whichever event occurs first.** The Association understands and agrees that it has the sole responsibility to provide this information and that failure to timely comply with the requirements under the Article shall be cause for termination of this Agreement.

Insurance required by this Agreement for the City as an additional named insured shall be primary insurance and not contributing with any other insurance available to the City under any third-party liability policy.

The Association further agrees that with respect to the above required insurance, the City shall:

- A. Be named as an additional insured or an insured, as its interest may appear.
- B. Be provided with a waiver of subrogation, in its favor.

SECTION 7

INDEMNIFICATION

THE ASSOCIATION AGREES AND UNDERSTANDS THAT IT IS SPONSORING AN ATHLETIC ACTIVITY THAT HAS CERTAIN INHERENT DANGERS, AND THAT PERSONS PARTICIPATING IN ASSOCIATION ACTIVITIES DISCUSSED HEREIN MAY BE INJURED ON THE PREMISES. THE ASSOCIATION UNDERSTANDS THAT THE CITY WILL ATTEMPT TO PROVIDE SAFE PREMISES, BUT THAT CONDITIONS MAY CHANGE OR DEVELOP WHICH CREATE UNANTICIPATED DANGERS. THE ASSOCIATION AGREES AND REPRESENTS THAT IT SHALL INSPECT THE PREMISES AT THE BEGINNING OF EACH SEASON, INCLUDING BUT NOT LIMITED TO THE PLAYING FIELDS, AND THAT THE ASSOCIATION HAS DETERMINED THAT SUCH PREMISES ARE REASONABLY SAFE FOR THE ACTIVITIES CONTEMPLATED BY THE ASSOCIATION HEREUNDER. THE ASSOCIATION FURTHER AGREES THAT AT ANY TIME ITS REPRESENTATIVES OBSERVE AN UNSAFE CONDITION ON THE PREMISES USED BY THE ASSOCIATION, INCLUDING BUT NOT LIMITED TO THE PLAYING FIELDS, THE ASSOCIATION SHALL IMMEDIATELY REPORT SUCH DANGEROUS CONDITION TO THE DIRECTOR OF PARKS AND RECREATION OR DESIGNEE. IF THE DANGEROUS CONDITION POSES AN IMMINENT DANGER THE ASSOCIATION SHALL IMMEDIATELY DISCONTINUE THE ACTIVITY AND USE OF THAT PORTION OF THE FACILITY.

THE ASSOCIATION AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF BELGRADE, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS FOR BODILY INJURY, ILLNESS, DEATH, ECONOMIC LOSS, PERSONAL INJURY, OR PROPERTY DAMAGE ARISING OUT OF THE ACTIVITIES OF THE ASSOCIATION CONTEMPLATED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY CLAIM ARISING OUT OF OR ALLEGED TO ARISE OUT OF ANY NEGLIGENT ACT OR OMISSION COMMITTED BY ASSOCIATION OFFICIALS, PLAYERS, MEMBERS, OR OFFICERS.

NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO LIMIT OR WAIVE ANY GOVERNMENTAL OR SOVEREIGN IMMUNITY OF THE CITY OF BELGRADE OR ANY IMMUNITY APPLICABLE TO ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, NOR SHALL IT BE CONSTRUED TO LIMIT OR WAIVE ANY INSURANCE COVERAGE OR THE CITY'S STATUS AS AN ADDITIONAL NAMED INSURED AS PROVIDED IN SECTION 5 OF THIS AGREEMENT. TO THE EXTENT THERE MAY BE A WAIVER OF IMMUNITY UNDER STATE LAW TO ENFORCE THIS AGREEMENT, THE REMEDIES AVAILABLE TO ASSOCIATION TO ENFORCE THIS AGREEMENT ARE LIMITED TO MANDAMUS OR SPECIFIC PERFORMANCE. ALL OTHER REMEDIES, INCLUDING SUITS FOR DAMAGES AND RECOVERY OF ATTORNEYS' FEES ARE SPECIFICALLY WAIVED BY BOTH PARTIES.

SECTION 8 FINANCIAL RECORDS

The Association must develop and maintain past and current financial records including an income or profit/loss statement. These financial records must be made available upon written request from the City within 30 calendar days of the request. The City also

reserves the right to call for a review of any Association financial records including financial audits of prior years during the term of this Agreement.

SECTION 9 TERMINATION OF AGREEMENT

- A. The City or Association shall notify the other party in writing of a breach of any term of this Agreement and allow ten (10) days to cure the breach. If the breach is not cured after the expiration of ten (10) days, then the non-breaching party may terminate this Agreement upon the expiration of 30 days from the date of the original written notice of breach without further notification to the breaching party.

- B. In addition to any other provision or remedy of this Agreement, the City may keep a record of violations of any term of this Agreement, the City of Belgrade Values, or any of the associated Exhibits. The failure of the City to notify the Association of any such violation(s) shall not be deemed a waiver of any other right or remedy of the City. In case of three or more violations, the City's Parks and Recreation Department may schedule a meeting with Association to review the violations and determine whether or not the violations are curable. If the violations cannot be cured, then this Agreement may be terminated after the expiration of the then current season.

SECTION 10 CITY OF BELGRADE VALUES

The City has adopted values that are the fundamental principles that guide how members of the City conduct themselves in pursuit of the mission and vision. All business conducted with the City shall adhere to the City's organizational values as described below:

City of Belgrade's Core Values "LEAN"

Leadership: We lead by example, learn from the past, provide direction for the present, and plan for the future.

Excellence: We achieve measurable success and continuous improvement through the investment of resources and a focus on efficiency, quality and accountability for our actions and behavior.

Attitude: We value a positive attitude, a positive bearing in our interactions with others, a strong work ethic, trust, initiative and empathy. We conduct ourselves with high standards and open communication.

iNtegrity: We treat everyone with respect, internally and externally. We conduct ourselves in an honest and ethical manner and we strive to learn the trust of each other and citizens.

,The values set forth in this Section 10 are goals to which City officials, staff and

employees are expected to adhere to in activities concerning this Agreement. The failure to adhere to, comply with, or act consistent with these values should be reported to an appropriate City official, staff member, or employee, and such action or failure to act shall not be considered a material breach of this Agreement, but may be taken into consideration by the City as provided in Section 9, Paragraph B.

SECTION 11 SUCCESSORS AND ASSIGNS

The City and Association each binds itself and its successors, executors, administrator and assigns to the other party of this Agreement and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither the City nor Association shall assign or transfer its interest herein without the prior written consent of the other.

SECTION 12 APPLICABLE LAW

This Agreement is entered into subject to the Charter and ordinances of the City as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Montana and Federal laws. The Association will make any and all reports required per Federal, State or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with Association's income. Situs of this Agreement is agreed to be Gallatin County, Montana, for all purposes including performance and execution.

SECTION 13 SEVERABILITY

If any of the terms, provisions, covenants, conditions or any other part of this Agreement are held for any reason to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 14 REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder.

SECTION 15 ENTIRE AGREEMENT

This Agreement and the Exhibits embody the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the parties.

**,SECTION 16
NON-WAIVER**

It is further agreed that one (1) or more instances of forbearance by the City in the exercise of its rights herein shall in no way constitute a waiver thereof. No covenant or condition of this Agreement may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

**SECTION 17
HEADINGS**

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**SECTION 18
VENUE**

The parties to this Agreement agree and covenant that this Agreement will be enforceable in the City of Belgrade, Montana; and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Gallatin County, Montana.

**SECTION 19
NO THIRD-PARTY BENEFICIARY**

For purposes of this Agreement, including its intended operation and effect, the parties (City and Association) specifically agree that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with the City or Association or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the City or Association.

**SECTION 20
GOVERNMENTAL IMMUNITY**

The Association understands and agrees that the City is a Montana home-rule municipality and that by entering into this Agreement, the City is performing a governmental function. No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the governmental or sovereign immunities, rights, benefits, or protections of CITY.

This Agreement is made and entered into on the ____ day of _____

CITY OF BELGRADE

City Secretary

by: _____
Neil Cardwell
City Manager

Rick Ramler
City Attorney

Mike Bell
President Belgrade Baseball