

## Minutes of the Fairhope Recreation Board

The Fairhope Recreation Board met Wednesday, February 11, 2020 at 5:15 p.m. in the Rec Center at 803 North Greeno Road.

Present: Cathy Hudson, Pat White, Corey Martin, Charlie Langham, Michelle Smith (arrived at 5:19 p.m., and left at 6:15 p.m.), Derek Thomas (arrived at 5:21 p.m. and left at 6:50 p.m.), Bob Keyser (arrived at 5:30 p.m.). Absent: Vann Saltz and Jay Robinson. Gayle Fogarty took minutes. Guest: Christian Preus of CPLA, Brandon Kidd of One South Soccer Foundation.

The meeting was called to order by Charlie Langham at 5:19 p.m. The minutes of the January 22, 2020 meeting were considered and approved on a motion by Cathy Hudson, seconded by Corey Martin, none opposed.

**New Business:** Christian Preus presented the Volanta Vision 2025 draft to the Rec Board members (see attached presentation). Pat White shared his thoughts on growing the department if additional building space was available and opportunities to generate revenue for recreation. Bob Keyser encouraged the board to review the vision and provide comments to Pat White.

A motion was made by Charlie Langham to recommend to the Fairhope City Council that a Topographic Survey be completed of Volanta park, and, seconded by Derek Thomas, none opposed. Bob Keyser asked that Gayle Fogarty send the motion to the City Clerk, so that it will be added to the upcoming City Council agenda set for February 27, 2020.

Bob Keyser updated the board on the Recreation Summit and reviewed the temporary Parks and Recreation Facility Use Agreement with the board. (see attached)

Being no further business, the meeting was adjourned at 7:20 p.m.

## City of Fairhope – Parks and Recreation Facility Use Agreement

This User Agreement made and entered into this day \_\_\_\_\_ by and between the City of Fairhope Parks and Recreation Department, hereafter referred to as the “Parks Department”, and \_\_\_\_\_ hereafter referred to as the “League”.

In consideration of the mutual promises and agreements considered herein, the Parks Department and the League agree as follows:

- I. **Purpose:** The Parks Department agrees to provide the League the use of \_\_\_\_\_ facility complex for sole purpose of providing recreational opportunities to the youth of the Fairhope Community through scheduled practices, games, events.

The League agrees to comply with the terms of the User Agreement, the rules and regulations of the City of Fairhope Parks and Recreation Department, and applicable city, state, and Federal laws and regulations.

- II. **Term:** The term of this User Agreement shall be for one year beginning in January 2020 and ending in December 2020. The League shall have the right to said facility during the term of the Use Agreement based on an approved schedule by the League and the Parks Department and on file with the Parks Department. The League shall provide the Parks Department with a copy of its schedule request ASAP before the start of practice and play so the Parks Department can adequately prepare for facility use and to resolve any schedule conflicts. The Parks Department reserves the right to delay the start of practices / games if the schedule request is not received by the Parks Department no less than 15 working days prior to the start date of practices / games.

**III. The Parks Department agrees to:**

- A. The Parks Department agrees to allow the League the use of \_\_\_\_\_ Facility complex as set forth in this Agreement, and subject to applicable state, federal, and local ordinances, laws, rules and regulations.
- B. The Parks Department will provide all necessary facility maintenance to include:
  - a. Field preparation with the focus of safety and playability for all practices and games per the approved schedule provided by the League.
  - b. Field lining / painting per the dimensions provided by the League. (Soccer must provide a detailed illustrated layout of requested field dimensions at least 10 working days prior to games or event).
  - c. Cleaning of restroom facilities and provision of necessary supplies on daily basis per the schedule provided by the League.
  - d. Provide adequate trash receptacles.
  - e. Repairs to lighting, electrical, scoreboards, fencing, plumbing and irrigation in a timely manner in order to not disrupt play.

**IV. The League agrees to:**

- A. The League does hereby agree to indemnify and hold harmless the City of Fairhope, the City's officers, employees, successors, assigns and agents against any and all claims or liability which results from the League's use of the facility.
- B. The League must provide a Certificate of Insurance naming the City of Fairhope as additional insured, prior to the start of any practices / games.
- C. The League agrees to provide to the Parks Department a contact list of all board members and the name and contact info of an appointed board member to be the point of contact for scheduling, game

cancelations, field or facility issues. (There will be one appointed point of contact to communicate with the Parks Department)

- D. The League must provide its most current financial statement and agree to provide its most current financial reports at any time upon request.
- E. The League must provide a list of all persons in possession of keys to any fields, buildings, gates.
- F. The League must agree to have a board member or responsible party present to supervise at every scheduled activity, from the start time of practice / game until the last child leaves the facility. This activity supervisor is to be present in the event of an emergency and will be responsible for alerting all participants in the event of approaching inclement weather, especially lightning.
- G. The League agrees to submit an incident report to the Parks Department within 48 hours of an occurrence. This includes: any injuries, behavioral problems, police reports, removal of spectators, coaches, officials, or players.
- H. The League agrees to inform every board member, coach, volunteer, and participant of a Code of Conduct and any violation of this Code is subject to discipline, up to and including being suspended or banned from the facility complex. The Code of Conduct includes the following activities:
  - Possession or use of alcoholic beverages or illegal drugs or being under the influence of alcohol or drugs while performing as a coach, umpire, official, volunteer, or supervisor.
  - Possession of firearms, weapons, or anything hazardous to other participants.
  - Any conduct endangering the life, safety, health or well-being of others.
  - Bullying or taking unfair advantage of any participant.
  - Abusive language, verbal, physical, or visual harassment of another participant, coach, umpire, official, or volunteer.

- Profiting in any way from the use of City of Fairhope property. If the League is compensating, in any form, coaches or support staff other than umpires, referees, or concessions personnel, the League must obtain a Franchise Agreement or Athletic Field Rental Agreement through the City of Fairhope.
  - Failure to comply with all applicable state, federal, and local ordinances, rules, orders, regulations.
  - Failure to leave area in the condition in which you found it including trash left behind, field equipment left on the fields or not put back where it was before you moved it.
  - Damage or destruction of any building, restroom, equipment, bleacher, bench, or other property of the City of Fairhope.
- I. The League agrees to maintain concessions buildings in a clean, safe, and healthy condition.
- J. The League agrees to pick up trash from dugouts, team benches, press boxes, fields, and common areas that is left behind after every practice / game activity.
- K. The League will provide First Aid and Emergency Response policies to all board members, and coaches in the event of an emergency.
- L. The League will establish and inform all board members, umpires, officials, and coaches of a Lightning policy in the event of inclement weather.
- M. The League shall require a Background Check of all coaches, board members, umpires, and officials.
- N. The Parks Department will notify the League of any field closures due to inclement weather or unsafe field conditions. On weekdays, after 3:30 PM it will be the responsibility of the League to close the fields and cancel any activity due to inclement weather or unsafe field conditions.
- O. The League Point of Contact shall report any maintenance requests or safety concerns to the Parks Department in a timely manner.

- P. The League agrees that all field maintenance is to be performed by the Parks Department and therefore agrees that anyone associated with the League that is raking, brooming, shoveling, pushing water, applying conditioner, mound clay or other products, moving bases, etc. without the consent of the Parks Department, will be subject to suspension from the facility.
- Q. It is recommended that the League have a Scholarship Program in effect to allow any underprivileged Fairhope youth to participate. If the League does not have such a program, it should contact the Parks Department for assistance.
- R. It is recommended that any surplus in revenues generated by the League be invested back into amenity upgrades and enhancements of the facility complex or to offset operational maintenance costs to the Parks Department such as paint, sand, equipment.

League Representatives: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Director of Parks/Rec

City of Fairhope: \_\_\_\_\_ Date: \_\_\_\_\_

## City of Fairhope, AL – Parks and Recreation Athletic Facility Rental Application: Facilities, Fees and Descriptions

Applications and fees must be submitted one week prior to rental date.

### City of Fairhope, AL – Parks and Recreation Department Athletic Facility Rental Application: Rules, Procedures and Fees

#### Classification of Users:

**Civic / Non-Profit:** Defined as any group or Non-Profit Organization determined so by federal regulations. A group may request civic/non-profit status, for reservation purposes (facility rental fee only), through the Director of Parks & Recreation. A copy of the IRS Determination Letter must be submitted with the Athletic Facility Rental Application. Non-profit entities from inside the City of Fairhope will be charged ½ of the reservation rate plus the fees for extra staffing if required. Non-profit entities that have addresses outside the City of Fairhope will pay full fees. Private organizations will pay full fees. The City of Fairhope Parks and Recreation Department reserves the right to approve a second 50% discount for organizations sponsoring or operating a recreation program on behalf of the City. The City of Fairhope Parks and Recreation Department may waive fees for any group affiliated with the City of Fairhope at the discretion of the Department Head. Fees will be determined for non-profit status from the address of the organization, not the person filling out the form.

**Private:** Defined as any individual or group not defined as Civic / Non-Profit or any group or organization that represents a business or for-profit institution.

1. The renter will be contacted regarding final decisions on field conditions. Cancellations will be made by City of Fairhope Parks and Recreation personnel.
2. Field modifications and preparations will be performed by City of Fairhope personnel.
3. A \$1 million liability policy is required for organized teams/travel teams playing games and proof presented at time of application.
4. No equipment is furnished with the facility rental (i.e. coolers, tables, helmet racks.)
5. Practices or games may be scheduled on a monthly, seasonal or annual basis.
6. Outside vendors require prior approval. Vendor set-up areas must be pre-approved. All outside vendors must show proof of a City of Fairhope business license. Vendors are required to pay the City of Fairhope 10% of the revenues collected. Any vendor that sets-up without approval is subject to being prosecuted for trespassing.
7. Tents larger than 12x12 must be pre-approved.
8. Fees:
  - a. \$50.00 per play date, per field
  - b. \$30.00/hr./Staff Member
  - c. Additional fees will be set on an as needed, case-by-case basis.
9. For a League, the organizer must show proof that at least 80% of the participants are residents of the City of Fairhope.
10. For Leagues and Tournaments, the fee to the City of Fairhope will be \$50.00 per play date, per field. The fee must be paid at the time the reservation is made. Registration forms will not be taken without payment. (Example: If four dates are reserved, the fee for all four dates must be paid at the time of the reservation.)
11. A \$250.00 deposit is required at the time of application for tournaments. The deposit will be refunded after the event providing no damages, repair costs or clean-up are necessary.
12. For a tournament, a fee of \$20.00 per team will be due at least 7 days prior to the date of the tournament. Failure to do so will result in the tournament being cancelled.
13. For tournaments, all facilities are subject to availability, and approval by the City of Fairhope Recreation Department.
14. Applications must be completed at least 2 weeks (10 working days) in advance for a 1 day tournament, 3 weeks (15 working days) in advance for a 2 day tournament, and 1 week (5 working days) in advance for single or double header games.

15. Final approval/denial of leagues and tournaments will be determined by the P&R Director after application and fees are received.

All persons/organizations wishing to use the facility *must* fill out an Athletic Facility Rental Application for Department Head approval. Facility Applications must be submitted to the Fairhope Recreation Center at least one (1) week prior to the requested date, otherwise application will not be accepted.

All fees for rental of the athletic facility must be paid at the time this application is submitted. Payment can be made at the Fairhope Recreation Center, 8:00a.m.-5:00p.m, Monday through Friday. Payment will be refunded if the application is not approved. The athletic facility is not reserved until payment has been made and the Director of Fairhope Parks & Recreation approves the application.

The Parks & Recreation Director will notify the person making the request if the reservation and any other items requested has been granted or denied. This notification is made by telephone or e-mail. The renter will be required to pick up a copy of the Approved Athletic Facility Rental Application once the Parks & Recreation Director notifies them or it can be e-mailed to the Renter.

Refunds are given only when the activity is canceled two (2) business days or more prior to the event. The Parks and Recreation Director must be notified in order to receive a refund.

The Fairhope Parks and Recreation Department reserves the right to refuse the use of its facility to any group or individual which may be in direct conflict with the goals of the department or the City of Fairhope.

No program/event may be scheduled that interferes with a regular, planned program or activity sponsored by the Fairhope Parks and Recreation Department or Fairhope schools. Activities are expected to start and end on time. Curfew time for all Facilities will be set at the discretion of the Parks and Recreation Department.

City of Fairhope staff members are not responsible for chaperoning an event, setting up or decorating for an event (with the exception of tables and chairs provided by the facility), or event clean-up. The City of Fairhope may require a Recreation Department staff member(s) to be on duty during or after hours at facilities while the facility is reserved.

Any group using the facility must be organized with a responsible adult (19 years or older) leader. The activity may be cancelled and the participants sent home if the person responsible for the request does not arrive within the first fifteen minutes of the reservation for the facility. All fees are still applicable.

For events and parties with children in attendance, it is the renter's responsibility to provide one (1) adult chaperone per every ten (10) children, except for athletic events. The Director will determine the supervisory requirements needed for athletic events.

No City facility can be used for meetings by candidates for political office or for electoral rallies and/or meetings sponsored by a political party.

Parking is allowed only in designated parking areas.

All food, beverages, trash, etc. must be removed from the facility and the site returned to its original state at the end of the activity. Decorations must be approved in advance by the Parks & Recreation Department. The decorations must also be removed at the end of the activity. Decorations can leave no trace on the property.

The renter will be held responsible for all damages to City property. If a facility is not returned to its original state, the security deposit will be forfeited, any future use will require an additional refundable deposit at an amount to be determined by the Parks & Recreation Director or could result in denial of use of any facility by the renter.



The renter agrees that placement and use of any inflatables, tents, sound system or other outside entertainment equipment is subject to approval by Parks and Recreation at the time the reservation is approved. Parks and Recreation will not provide repair to interruptions to the Parks electrical service on the day of an event that is caused by violation of this policy. No water inflatables are allowed.

All outside vendors are required to have a valid City of Fairhope Business license. Vendors may be required to have a minimum of \$1 million in liability insurance, naming the City of Fairhope as an additional insured, and a copy of this insurance must be on file with the Parks and Recreation Office at least one (1) week prior to the event.

A completed Field Use Agreement must be completed and on file with the City of Fairhope Parks and Recreation Department prior to use.

**Any violation of these rules, regulations, policies and/or procedures pertaining to the use of the facility will result in forfeiture and possible restriction from future use of any Parks and Recreation Department Facilities.**

*March 2020*

**City of Fairhope, AL – Parks and Recreation Athletic Facility Rental Application**

Facility Requested: Organization / Person Completing Application: Address, City, State, and Zip: Phone: (W) (Cell) (H) Email Address: Purpose of Facility Rental (Please be Specific):

Date(s) Requested: Day(s) Requested:

Time Requested: Open: Time Close:

Expected Attendance: Admission Charged? No Yes, Amount Charged? \$

Will lights be needed? No Yes, Which Fields?

Will you need the Restrooms unlocked? No Yes

Will you require field prep? No Yes, Which Fields?

Initial Field Prep? No Yes

Re-Lining? No Yes

VENDOR/PROVIDER NAME	PHONE #	ACTIVITY	INS	BL	PS

In making this application, I or my organization understands the fees, reservation hours, rules and regulations (see attached) of the Fairhope Parks & Recreation Department and will abide by all rules and assume financial responsibility for any damages to facilities/areas/parks and equipment.

I or my organization further acknowledges that using this facility/area/park and equipment may involve risks and dangers. I or my organization will not hold any person involved with the City of Fairhope liable for any accidents or injuries that may occur while using this facility/area/park and equipment.

I or my organization understand that ALL outside, paid vendors must be approved a minimum of one (1) week prior to the reservation. Vendors may be required to have a minimum of \$1 million in liability insurance, naming the City of Fairhope as an additional insured, and a copy of this insurance must be on file with our office at least one (1) week prior to the event. I understand that upon approval, I will be given a copy of this sheet with the approval shown. This approval should be taken to the event for proof. I understand that if I do not get approval for an outside vendor, the vendor will be removed immediately, or my event will be cancelled immediately.

By making use of a City facility, organization/applicant understands that it may be subject to the Alabama Coach Safety Act, which requires, among other things, that coaches and athletic personnel complete certain injury mitigation training as approved by the State of Alabama Department of Public Health. Organization/applicant understands that it bears the responsibility to ensure that all its coaches and athletic personnel who will be using City facilities meet the requirements of the Act. As a material term for the use of City facilities, organization/applicant hereby agrees to indemnify, hold harmless and defend the City, its officials, representatives, agents, servants and employees from and against all liability and loss that the City may sustain as a result of claims, demands, costs or judgments, including the payment of all of the City's attorney fees, arising from any violation of the Coach Safety Act by organization/applicant. This indemnification shall survive the payout from any of organization/applicant's insurance carrier and shall be binding on all successors and assigns. Initial:

Signature of Renter Date Director, Fairhope Parks & Recreation

Date Received: \_\_ By: Fees Due:

Date Paid:

Staff Required: No Yes # -

**For Office Use Only**

Posted on Calendar & Approved by Staff:

Date Renter Contacted: \_\_

Date Permit Picked Up:

Notes: \_\_

Restrooms Approved: No Yes

Field Prep Approved: No Yes

Problems Reported on Renter: No Yes

Lights Approved: No Yes

## City of Fairhope, AL – Parks and Recreation

### Athletic Facility Rental Application: Private Lessons Policy for Athletic Facilities

This policy is intended to refine and make clear the policy for private lessons in sports skills at City owned facilities.

For any Rental reservation charging admission, a 10% fee is due to the Fairhope Parks and Recreation Department, payable at the Recreation Center within five (5) business days of the rental.

For athletic facilities, the policy will be as follows:

Baseball, softball, football, lacrosse, basketball and soccer: A private instructor must reserve time through the League Sports Coordinator or Athletic Director responsible for the facility. The times must be approved by the City of Fairhope. 10% of the fees are due to the City of Fairhope for the use of the facility. In the event that lights are used or staffing is required, an additional fee may be charged.

Any private instructor is prohibited from teaching lessons to a minor without another adult present at the facility. Parents are encouraged to stay for their child's lesson.

The City of Fairhope reserves the right to require a background check or references for anyone desiring to teach private lessons on its properties. The City of Fairhope reserves the right to cancel any scheduled lessons at any time.

Instructor hereby agrees to indemnify, hold harmless, and defend the City, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorney's fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the Instructor, its employees, or its sub-contractors in connection with the work to be performed under this contract. This obligation survives the payment of any loss by Instructor's insurance carrier.

Instructor/Applicant Date

**For Private Lessons Only:**

Type of Lesson:

Number of Contracted Students:

Amount Charged per Lesson: \$

Names of Contracted Students:

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## Estimated Field Usage

### Spring Recreation

Practice – 4 fields per night, 4 nights per week, 10 week season	->	160 field units
Games – 4 fields per day, 8 game days per season	->	24 Field units

### Fall Recreation

Practice – 4 fields per night, 4 nights per week, 10 week season	->	160 field units
Games – 4 fields per day, 8 game days per season	->	24 field units

### Intramural

Practice – 2 fields per night, 2 nights per week, 2-10 week seasons	->	80 field units
Games – 1 field per day, 8 game days per season, 2 seasons	->	<u>16 field units</u>
Total Recreation (pure volunteer) usage	->	464 field units

Tots: 1 field per session, 9 sessions per season, 2 seasons	->	18 field units
Challenge: 1 field per session, 9 sessions per season, 2 seasons	->	18 field units
Grass Roots: 1 field per session, 9 sessions per season, 2 seasons	->	18 field units
Total Recreation (partial fee) usage	->	54 field units

### Academy

Practice – 2 fields per night, 4 nights per week, 32 weeks	->	256 field units
Games – 1 field per game, 16 games	->	<u>16 field units</u>
Total Academy (fee) usage	->	272 field units

Recreation – 464 field units @ \$0	=	\$ 0.00
Development Rec – 54 Field units @ \$50 x 0.5 (in town) x 0.5 (run rec)	=	\$ 675.00
Academy – 272 field units @ \$50 x 0.5 (in town) x 0.5 (run rec)	=	\$ 3400.00
Tournaments - \$50 per field per day x 0.5 (in town) x 9 fields x 2 days	=	\$ 450.00