

MURFREESBORO PARKS AND RECREATION COMMISSION AGENDA
WEDNESDAY, MARCH 6, 2019

12:00 NOON

Call to Order

Prayer and Pledge

Consider for Approval the Minutes of the December 5, 2018, Murfreesboro Parks and Recreation Commission meeting.

New Business

- I. Recognition of Mr. Bill Allen
- II. Introduction of Two New MPRD Employees
- III. Consider for Approval Pre-care and Post-care for Outdoor Murfreesboro Summer Camps
- IV. Consider for Approval Nature Rangers Camp
- V. Consider for Approval Swim Lane Rental Rates
- VI. Consider for Approval Use Agreements with Partner Organizations
- VII. Consider for Approval Industrial Adult Volleyball League
- VIII. Update on Buy One, Get One Free Facility Passes
- IX. MPRD Program/Activity Updates

Other Business

MURFREESBORO PARKS AND RECREATION COMMISSION MINUTES
WEDNESDAY, DECEMBER 5, 2018 12:00 NOON

MPRC Members Present: Mr. D. Edwin Jernigan, Jr., Chair
Dr. Charlie Apigian, Dr. Gloria Bonner, Dr. Linda Gilbert,
Mr. Rick LaLance, Mr. Tim Roediger, Mr. Eddie Smotherman,
Mr. Bill Allen (ex officio)

MPRD Staff Present: Mr. Nate Williams, Director
Mr. Jim Davis, Mr. Bart Fite, Ms. Erin Hartsfield,
Ms. Mitzi Hughes, Ms. Becki Johnson, Mr. Mike Philpott,
Ms. Rachel Singer, Ms. Melinda Tate, and
Ms. Pam Williams Taylor

Others Present: Ms. Angela Jackson, Executive Director of Community Services
Ms. Kelley Baker, Assistant City Attorney
Names Listed Below for Awards Presentation

After Mr. Dee Jernigan called the meeting to order, Dr. Gloria Bonner led everyone in a prayer and in the Pledge of Allegiance. Mr. Jernigan announced that Mr. Rick LaLance and Mr. Eddie Smotherman would present the 2018 TRPA Awards. Mr. Williams thanked all the volunteers present at today's meeting who have helped make the department successful.

Mr. LaLance presented the following **Volunteer Service Awards**:

Ginger Jenkins: Tour guide and hostess at Cannonsburgh who helped in reestablishing the Cannonsburgh herb garden
Susan Brooks: Serves on Cannonsburgh's guided tour team and shares expert knowledge of Cannonsburgh's one-room schoolhouse
Diane Weaver: Dresses in 19th century reproduction clothing when working as Cannonsburgh tour guide
Gena Rivers: Cannonsburgh tour guide and special events team; helps preserve Cannonsburgh's fabrics and furniture
Brandon Cameron: Coaches multiple basketball and volleyball teams
Ray Metcalf: Basketball coach – guides and teaches youth the game
Mike Woods: Basketball coach - shares his knowledge of the game with youth
Kaysi Paul: Coach for Miracle League
Kevin Krieb: Coach for Miracle League
Peter Keating: Coach for Miracle League (award received by Angie Keating)
Patrick Doherty: Coach for Miracle League
Caitlyn Brown: Coach for Miracle League
Terri Jenkins: "Dugout Mom" for Miracle League – keeps things organized during games
Allen Cutler: Organizes, prepares, and communicates games and schedules with pickleball players at McFadden and Sports Com
David Lobb: Provides weekly pickleball instruction for beginners at Sports Com
Star Eaker: Volunteers to help obtain grant money for the Garden Lover's Club

to install and maintain a wetland restoration project at Sinking Creek wetlands - Award accepted by **Carol Hackney** and **Linda Peterson**

Jack Townsend: Voluntarily maintains the beautiful Central Valley Greenway horse trail

Jackie Morgan: Volunteered all summer cleaning up greenway trails and Murfree Spring Wetlands. Also planted trees for National Public Lands Day

Dylan Krouse: Volunteered countless hours to remove debris from greenway and Murfree Spring, as well as planted trees for National Public Lands.

Mr. Williams thanked all the volunteers for their service and added that the department couldn't be successful without them.

Mr. Smotherman next presented the department **TRPA Awards** as follows:

The **Fellow Award** to **Marlane Sewell** – the highest award given by TRPA to a professional TRPA member recognizing the person's outstanding contributions to the recreation field throughout their career.

The **Four-Star Award for New Facility with a budget over \$5,000,000** to **Miracle Field** – Accepted by **Brittany Garrett** and **Angie Keating**.

The **Dennis Rainier Award** through the TRPA Athletics Branch to **Mike Philpott** for his excellence in athletic planning and programming.

The **Maynard Glenn Award** through the Municipal County Section which recognizes personnel or specialists for planning, conducting, or being responsible for the most outstanding recreation program of the year – to **Pam Williams (Taylor)** for **Healing Arts for Refugees program**.

The **Special Events Award** through the TRPA Programming and Recreation Branch went to **Vonchelle Stembridge** (accepted by Erin Hartsfield) for Ms. Stembridge's **Juneteenth Celebration at Bradley Academy**. The award is specifically for Ms. Stembridge's innovation, creativity and inspiration to others to create similar programming.

The **President's Cup**, in the population category of 100,000 and over, which most exhibits the professional standards set by TRPA for a department's contributions to the state and national associations for Recreation and Parks was awarded to **Murfreesboro Parks and Recreation Department** and accepted by **Angela Jackson** and **Nate Williams**. Mr. Smotherman said that MPRD has been winning The President's Cup since 2006.

Mr. Jernigan congratulated all the winners and said that the department wins numerous awards every year due to the work of volunteers and staff.

Ms. Jackson requested a change to City Ordinance 18-0-70, Section 21-27, which addresses closing hours for City parks, parking lots, school grounds, and trespassing. Staff believes that restricting usage of park grounds, including Cannonsburgh, between 11:00 p.m.-6:00 a.m. daily will help promote consistency with the current structure and the growing park system.

Further, Ms. Jackson requested that the Murfreesboro Jaycee Colonels be allowed to extend their ending rental time from 9:00 p.m. to 11:00 p.m. to better accommodate the groups renting the Jaycees Building, which is outside the Cannonsburgh gates. Mr. Smotherman said that an 11:00 p.m. closure time will significantly help building rentals. Ms. Jackson said that the revision for the rental closing time would be indicated in their lease agreement.

Mr. LaLance made a motion to approve a revision to the City Ordinance regarding park closing hours and a revision to the Jaycee Colonel lease agreement pertaining to the 11:00 p.m. closure time for the rentals of the Jaycees Building. Dr. Bonner seconded. Motion passed by unanimous vote.

Ms. Erin Hartsfield presented two items for Ms. Vonchelle Stembridge. One item was to request the dedication of the Bradley Museum Art Gallery in the name of Steve Matthews. Mr. Matthews was instrumental in putting the Bradley Museum back on the map. Also, he and the late Dr. George Smith designed, built, painted and assembled the museum's exhibits for the 1997 grand opening of the Bradley Academy. Mr. Matthews owned Steve's Fine Art Studio, which was housed in the basement of the Bradley Academy at one time. Further, he received a Faith Award for having the first African-American Art Gallery in Murfreesboro. The newly dedicated art gallery will display artworks of local youth and adult community members. A reception is planned for May 2019.

The other item presented by Ms. Hartsfield was to request approval for Bradley Academy Museum and Cultural Center to host a purse drive for local domestic violence victims. Gently used and new purses will be accepted, and Bradley staff and Friends of Bradley members will add typical personal items to the purses that could be of use to those receiving the purses. The drive is planned for January 2-31, 2019. Purses will be delivered to the Domestic Violence Program for their staff to distribute to those in need.

Dr. Bonner made a motion to approve the dedication of the Bradley Museum Art Gallery in the name of Steve Matthews and the purse donations for the local Domestic Violence program. Dr. Apigian seconded, and motion passed by unanimous vote.

Mr. Bart Fite requested approval for Sports Com and Patterson Community Center to sell individual facility passes at a discounted rate to all current and retired military personnel. The rates would be the same as those of the youth and senior passes and will be offered for individual Boro Beach passes as well. Those seeking the military discount will need to provide proof of their military status. Staff would like to implement said discount beginning March 1, 2019. Mr. Smotherman made a motion to approve the military discount. Mr. LaLance seconded. Motion passed by unanimous vote.

Ms. Melinda Tate gave an update on MPRD activities and programs by first announcing that Sports Com's Customer Appreciation Day was coming up on December 7th from 10:00 a.m.-1:00 p.m. December 14th will be the date of Patterson's Splash and Dash from 6:00-9:00 p.m. for kids 7-13. The preregistration cost is \$5.00 with the day-of cost being \$7.00. The participants will make an ornament, have a meal, and swim. Also, the Sports Com Holiday Lock-in is scheduled for 7:00 p.m. on December 14th until 7:00 a.m. on December 15th. There will be various activities, including swimming, pizza, and snacks during the event. Registration has begun, and the cost is \$20 to participate. December 15th will be the St.

Clair Street Senior Center Holiday Dance from 1:00-4:00 p.m., with hors d'oeuvres being served at 12:30 p.m. The cost to attend is \$5.00 per person, with the Cripple Creek Review, a 70s country rock band, scheduled to play for the dance. Ms. Tate also mentioned that the Night of Thanks is scheduled at Patterson on December 17th from 5:00-7:00 p.m. Youth Development at Patterson is successful due to the many volunteers and community partners who help, and staff would like to show their appreciation on that night. Additionally, the Dexter Hurd Award will be presented to one deserving youth and one deserving adult that evening as well for the significant contributions they give this community through their time, actions, talents and dedication. More information regarding the Night of Thanks and the Dexter Hurd Award is available by calling Patterson (615-893-7439).

Starting off 2019 will be one of the Mayor's Better Boro Projects, the New Year's Day 5k, scheduled for January 1st at 11:00 a.m. Ms. Tate said that preregistration will run through December 28th online at www.runsignup.com. The 5K fee is \$25 for those who would like an event t-shirt (\$15 if they don't). There will be a maximum of 400 people, and a new course is planned for the 2019 run. Location details for the 5K are available on the signup site. Ms. Tate reminded everyone of the Sports Com/Patterson BOGO sale December 10th-January 12th for individual monthly and yearly passes, which will allow the patrons to use each facility's gym, track, weight room, indoor pool for open swim, water and land classes, and racquetball courts (at Patterson). Boro Beach passes are not included in the BOGO sale.

Ms. Tate further announced that additional MPRD programming information may be found on the City's website, www.murfreesborotn.gov/parks, and on numerous department Facebook pages.

Mr. Smotherman stated that the annual Polar Bear Plunge at Sports Com's Boro Beach is scheduled for Saturday, January 5th, and he encouraged the community to participate.

Mr. Williams thanked the commission members for all their support of the department. He said it makes the staff's jobs easier.

Mr. Smotherman also announced that the local Christmas parade is set for Sunday, December 9th, with the annual Christmas tree lighting on the square this Friday night, December 7th, at 6:00 p.m.

Being no further business, the meeting was adjourned.

Meeting adjourned: 12:35 p.m.

Approved:

D. Edwin Jernigan, Jr., MPRC Chair

Nate Williams, MPRD Director



February 5, 2019

For Murfreesboro Parks and Recreation Commission:

RE: Addition of pre and post-care options for Outdoor Summer Camps

Background

Historically the summer camps of Outdoor Murfreesboro have begun at 9 a.m. A frequent request from parents and caregivers is to have extended hours in order to help working families. This year we would like to add the option of an early drop-off and late pickup for a small fee. This one fee will be applied to the morning and evening extended hours for the 5-day/week camp.

Fiscal Impact

Adventure Camps 1 & 2 and Wildlife Camp: Camp hours 9 a.m. – 4 p.m.

- Proposed optional addition 8 a.m. – 5 p.m. for \$50.00/week

Explorer Camp: Camp hours 9 a.m. – 2 p.m.

- Proposed optional addition (morning only) 8 a.m. for \$25.00/week

Recommendation

Staff recommends approval of the pre and post-care options for the mentioned outdoor summer camps.

Rachel Singer
Assistant Director



February 5, 2019

For Murfreesboro Parks and Recreation Commission:

Re: Nature Rangers Camp

As an item for the agenda of February 6, 2019, it is recommended that the Commission approve a Nature Rangers camp with Outdoor Murfreesboro May 20-24, 2019.

Background

Some of Outdoor Murfreesboro's most loyal patrons are families with preschool-aged children. We have a long-standing successful weekly program called Wild Things that targets ages 1-4. Many of the same children come to this program week after week. We would like to build on our services to this age group and offer them a nature camp. This would be a great experience for the kids about to transition to preschool and kindergarten. We would like to offer this program May 20-24 from 9:00-11:30 each day. A parent or guardian would accompany their child for the duration. There would be a different nature-related theme each day. Songs, crafts, books, and outdoor activities will be the cornerstones of this camp. Patrons have shown interest in a program like this. The targeted age range of this camp would be 4 and 5-year old children.

Fiscal Impact

\$50/child

Recommendation

It is recommended that the commission approve Nature Rangers camp at Outdoor Murfreesboro and its proposed fee.

Hailey Moss
Assistant Program Coordinator-Outdoor Murfreesboro



PARKS & RECREATION

... creating a better quality of life

February 6, 2019

For Murfreesboro Parks and Recreation Commission:

RE: Rate Changes for Swim Lane Rentals

As an item for the agenda of February 6, 2019, it is recommended that the Commission approve the swim lane rental rate changes to \$8/lane/hour for the short course and \$16/lane/hour for the long course.

Background

Murfreesboro Parks and Recreation Department has previously rented lane space to local competitive swim teams during the summer months. Our previous rates were \$4/lane for a short course lane (25 yards) and \$7/lane for a long course lane (50 meters). Upon reviewing our rates we realized we were well below the market rate. To put us in line with the market rate we recommend that we change the rates to \$8/lane/hour for short course lanes and \$16/lane/hour long for long course lanes.

Fiscal Impact

During the last fiscal year we brought in \$1,602 in summer lane rental revenue. With the proposed rates I would expect to see \$10,656 in revenue generation for the same rental times.

Recommendation

It is recommended that the commission support the swim lane rental rate changes for the aquatics division.

Respectfully,

Kyle Goss
Aquatics Coordinator



February 5, 2019

For Murfreesboro Parks and Recreation Commission:

RE: Use Agreements for Partner Athletic Organizations

Background

Murfreesboro offers a variety of athletic opportunities to its citizens. The partnerships between area leagues and the city are extremely valuable in terms of providing services. Each volunteer organization brings a wealth of resources to the programs they provide. These partnerships are solidified each year through written use agreements which outline the terms and conditions of facility usage. The agreements proposed for approval are with:

1. *Murfreesboro Soccer Club (attached)*
2. *Murfreesboro Lacrosse Club*
3. *Murfreesboro Baseball Association (attached)*
4. *Murfreesboro Little League*
5. *Murfreesboro Kiwanis Club - softball*
6. *Middle Tennessee Disc Golf Association*
7. Harpeth Youth Soccer Association (HYSA) Murfreesboro FC Youth
8. *Latino American Adult Soccer (attached)*
9. *Central Magnet School (attached)*
10. *Providence Christian Academy Baseball*

Fiscal Impact

Through partnerships the Murfreesboro residents enjoy a wide range of recreational activities. Funding these programs through city budgets would be extremely costly. In addition to the volunteer hours provided, the youth leagues will pay \$10.00 per player per season, and the schools will pay per usage of the facilities.

Recommendation

It is recommended that the commission approve the above-listed agreements.

Attachments

Four Agreements Representing Above League Agreements

Brittany Garrett
Athletic Supervisor

**COOPERATIVE USE AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
THE MURFREESBORO BOYS AND GIRLS SOCCER ASSOCIATION
d/b/a MURFREESBORO SOCCER CLUB
FOR
SOCCER GAMES AND PRACTICES**

This Use Agreement made and entered into this ____ day of _____, 2019 by and between the City of Murfreesboro, a municipal corporation of the State of Tennessee ("City") through its Parks and Recreation Department and the Murfreesboro Boys and Girls Soccer Association d/b/a Murfreesboro Soccer Club a non-profit organization of the State of Tennessee ("MSC").

In consideration of the mutual promise and agreements contained herein, the City and MSC agree as follows:

1. Purpose.

- a. The City and MSC desire to provide space and opportunity for soccer play, practice and enjoyment for youth, amateur and professional soccer. The City agrees to allow MSC usage of no more than 14 soccer fields during its two soccer seasons (fall and spring) each year during the term of this agreement, as designated by Exhibit A (fall schedule) and exhibit B (spring schedule) attached hereto, for the sole purpose of conducting a year round soccer program.
- b. MSC may conduct one invitational soccer tournament per season that is scheduled with the Murfreesboro Parks and Recreation Department ("MPRD") staff person assigned as coordinator of RSP.
- c. If MSC wishes to conduct any additional invitational tournaments their request must be in writing and submitted to the MPRD coordinator who will address such requests according to current policy dealing with invitational tournaments. MSC further agrees to not schedule the facility for practice or games during the time the facility is being used for tournaments scheduled by the City.
- d. MSC may, but is not required to provide for the sale of items at the concession stands during and immediately before and after soccer games. MSC would add a variety of healthy choices to their menu that will be displayed separately on menu boards. MSC shall comply with all Health Department Regulations.
- e. MSC agrees to comply with the terms of this Use Agreement, the rules and regulations of the Murfreesboro Parks and Recreation Department ("Department"), and applicable city, state and federal laws and regulations.

2. Term.

- a. The term of this Use Agreement shall be for one year which includes two seasons. The spring season beginning on March 1, 2019 and continuing until June 1, 2019. The fall season beginning on August 1, 2019 and continuing until December 1, 2019. Four fields will be made available for practices, tryouts and evaluations only, during periods between seasons and may be at alternate locations within the City. The City will determine which fields are available during these times. MSC will be responsible for scheduling practices and ensuring

all teams have equal practice time. MSC shall have a non-exclusive right to use Richard Siegel Park during the term of the Use Agreement but only on the dates and at the times scheduled by MPRD on Exhibit A and B. The City reserves the right to schedule other activities at RSP on dates not in use by MSC including Sundays. If MSC needs to change (add, delete, relocate/reschedule) any activity (practice, game, tournament) for RSP for a date or time other than as listed on Exhibit A and B, MSC shall submit these change(s) in writing to the MPRD coordinator for approval subject to the City's RSP schedule. A practice schedule of MSC teams shall be submitted by MSC to MPRD before each season to ensure that all teams have equal practice opportunities.

- b. No games or practices shall be scheduled Sunday through Saturday, during the TSSAA Spring Fling Activities and TSSAA Girl's State. User shall not schedule games or practices on Memorial Day, July Fourth, Labor Day, Veterans Day or Thanksgiving.

3. City's Obligations.

- a. The City shall maintain (irrigate, mow, top dress, groom and line) the soccer fields and common areas for the normal schedule as set forth on Exhibit A and B.
- b. The City shall maintain existing restroom facilities. This includes building repairs and maintenance for the room, interior and exterior walls, doors, and plumbing and electrical systems. This includes paper products and cleanup for the restrooms on a daily basis. Additional clean-up and paper products shall be provided by MSC in the event of abuse of restroom facilities/products during scheduled MSC events.
- c. The City shall provide all building maintenance.
- d. The City shall maintain the parking areas.
- e. The City shall require that MSC provide a schedule of all soccer activities (practices, games, tournaments) no later than three weeks prior to MSC's first day of scheduled games for the spring season and the first day of scheduled games for the fall season.
- f. The City shall determine whether weather conditions (rain, sleet, snow, wind, and severe storms) have made the field(s) or park unusable prior to 3:30 p.m. on scheduled practice or game days, Monday through Friday, and on Saturdays prior to 8:00 a.m. and shall make reasonable efforts to notify the official(s) designated by MSC and local radio stations. MSC shall be bound by City's determination of usability. After 3:30 p.m. during the week and 8:00 a.m. on Saturday and Sunday the decision to play will be made jointly by both parties with the decision by the City having priority. Also, either party shall have authority to cancel any and all activities due to severe weather (lightning, tornado, etc.) or act of God. The City's decision to cancel any and all activities due to severe weather or act of God shall be final.
- g. The City shall pay for utility services (water, electricity, one telephone line) at RSP. Any additional telephone lines exclusively utilized by MSC shall be the responsibility of MSC.
- h. The City shall provide a staff member (Coordinator) to assist with the facility operations and event(s) coordination. The staff shall assist when available to provide additional support to MSC.

4. MSC's Obligations.

- a. User agrees to pay \$10.00 per rec participant once a season and \$10.00 per Select participant once a year. Payment is due by May 6, 2019 for spring Rec and Select participants. Payment is due by September 16, 2019 rec fall season. Payment can be drop off at the Main Office at Barfield Crescent Park or mail to P.O. Box 748 Murfreesboro, TN 37133.
- b. MSC shall provide any additional maintenance of the soccer fields required beyond the scope of this agreement but shall provide such maintenance only with the prior approval of the City.
- c. MSC shall maintain the concession stands in a clean, safe, and healthy condition in accordance with all local and state health department standards and regulations. MSC shall not sell any alcohol or tobacco products. MSC shall be responsible for the purchase of products sold and monies collected. MSC must purchase all beverages exclusively from Pepsi as defined in the contract signed by the City with Pepsi for Siegel Park. MSC shall provide healthy alternatives on their menu. MSC shall not sell any beverage or item not approved, prior to sale, by the Department. MSC shall make available to the City a list of the products being sold. The sale of same shall not be unreasonably denied by the City. MSC shall comply with all Health Department Regulations and will be subject to unannounced inspections. Failure to keep the concession stands clean, safe and healthy shall result in the loss of concession stand privileges.
- d. If the City chooses not to provide concessions for non-MSC events during the period of this Use Agreement, then MSC shall be given the next opportunity to provide said concessions before any potential concession provider. Whichever organization provides the concession operation for a non-MSC event shall be responsible for the purchase of products, monies collected, and trash pick-up as a result of the concession sales.
- e. MSC will provide the City a list of vendors used outside of requirements set forth in the Pepsi contract. The use of same shall not be unreasonably denied by the City. All deliveries must be made on specific days and times agreed upon by MSC and the City.
- f. MSC shall provide an annual financial statement for all leagues activity including the recreational league, select league, adult league and concession sales, which identifies and includes all revenues, expenses and the amount of fees waived due to the City's Financial Assistance Policy. These documents will be due within thirty (30) days of signing the agreement.
- g. MSC shall provide the City with a contemporaneous MSC schedule of all soccer activities (practices, games, tournaments) no later than three weeks prior to MSC's first day of scheduled games.
- h. MSC shall clean and secure all RSP utilized press box facilities, meeting rooms, concession areas, storage, office space(s), officials' room(s) and adjacent areas on a daily/nightly basis on the dates specified on Exhibit A and B.
- i. MSC shall maintain and leave the facility litter-free. MSC shall make reasonable efforts to maintain the parking lot, playing fields and common areas in a trash-free condition. MSC will pick-up trash and litter, and place into receptacles. MSC may use signage, frequent announcements and, labor by MSC's members and supporters to maintain clean and orderly facility and grounds.

- j. MSC shall provide any first aid supplies and/or medical assistance required during any MSC activity including, but not limited to, preparing for exposure to bloodborne pathogens.
- k. MSC shall determine if the playing fields and facility is safe before any usage. MSC shall immediately advise the Murfreesboro Parks and Recreation Department of any defective or unsafe conditions at RSP, and shall not use any facility deemed unsafe until corrected.
- l. MSC shall provide and pay referees during MSC activities.
- m. MSC shall not waste the utility services provided by the City. MSC shall not turn lights on until at least thirty (30) minutes before sunset and shall make sure lights are kept off for fields not in use for official practice or games. Lights that are left on over night shall result in a \$100.00 fee payable to the City of Murfreesboro.
- n. MSC shall provide a board representative for the supervision of all areas of RSP during MSC activities including all practices and games for both recreation and select leagues.
- o. MSC shall provide the City, subject to any legal restrictions, access to any and all records of MSC, relative to this Agreement and shall respond to the City's requests for information, as necessary for City to verify and/or determine MSC's compliance with the terms of this Use Agreement and MSC shall provide copies of same to City if necessary.
- q. MSC shall comply with and ensure that all prospective participants are made aware of the City's Financial Assistance Policy (Exhibit C); that no city resident shall be or denied the opportunity to participate in a designated activity because of financial inability to pay.
- r. MSC shall be responsible for notifying all county and city agencies relating to the safe operation of events held at RSP by MSC, e.g. Murfreesboro Police Department, Rutherford County Ambulance Service.
- s. MSC shall provide a "waiver of liability" for each MSC participant for the City of Murfreesboro which must be executed by all participants prior to utilization of RSP. Registration including execution of the waiver of liability for the City shall be the responsibility of MSC.
- t. If MSC wishes to utilize the meeting room(s) in Building A at RSP during the term of this Use Agreement, MSC shall schedule the date(s) and time(s) with the MPRD coordinator who will maintain the master schedule and have final approval.
- u. MSC agrees to pay the City 15% of the gross proceeds for all instruction in a group setting (Camps/Clinics) conducted at RSP, and will furnish the City a list of participants and financial records for the instruction by the 15th of the next month. The User will provide the City, for their approval, a schedule of all activities later than 30 days prior to the activity. The User agrees not to conduct any activities on City facilities without the approval of the City.
- v. MSC shall perform criminal background screenings on all employees, managers, head coaches, assistant coaches and regular volunteers of MSC working with children in this program at a minimum to the extent set forth in MPRD'S Youth Athletic League Background Check Policy. (See Exhibit D). User shall provide a letter to the Murfreesboro Parks and Recreation Department before practices begin confirming that background checks have been done.

- w. MSC shall comply with Tennessee Code Annotated Section 68-55-503 relative to youth sport-related injuries during community-based youth athletic activities. The Tennessee Department of Health has concussion information available online at <http://health.state.tn.us/TBI/concussion.htm>. "Community-based youth athletic activity" or "youth athletic activity" means an athletic activity organized by a city, county, business or nonprofit organization where the majority of the participants are under eighteen (18) years of age, and are engaging in an organized athletic game or competition against another team, club or entity or in practice or preparation for an organized game or competition against another team, club or entity. "Community-based youth athletic activity" does not include college or university activities or an activity which is entered into for instructional purposes only, an athletic activity that is incidental to a nonathletic program or a lesson. User shall adopt the guidelines and other pertinent information and forms as developed by the Tennessee Department of Health to inform and educate the director of the youth athletic activity, coaches, youth athletes and their parents or guardians of the nature, risk and symptoms of concussion and head injury, including continuing to play after concussion or head injury.
- x. User shall comply with Tennessee Code Annotated Section 68-54-101 et seq., the Sudden Cardiac Arrest Prevention Act, relative to youth sport-related injuries during community-based youth athletic activities. The Tennessee Department of Health has sudden cardiac arrest information available online at <http://www.tn.gov/health/topic/sudden-cardiac-arrest-prevention-act>. "Community-based youth athletic activity" or "youth athletic activity" means an athletic activity organized by a city, county, business, or nonprofit organization when the majority of the participants are under eighteen (18) years of age, and are engaging in an organized athletic game or competition against another team, club, or entity or in practice or preparation for an organized game or competition against another team, club, or entity. "Community-based youth athletic activity" does not include college or university activities or an activity which is entered into for instructional purposes only, an athletic activity that is incidental to a nonathletic program, or a lesson. User shall adopt the guidelines and other pertinent information and forms as developed by the Tennessee Department of Health to inform and educate the director of the youth athletic activity, coaches, youth athletes and their parents or guardians of the nature, risk and symptoms of sudden cardiac arrest, including continuing to play after suffering from sudden cardiac arrest.

5. MSC's Representations.

- a. MSC represents that it is a not-for-profit corporation under the Internal Revenue Code and shall provide City with proof of such status.
- b. MSC covenants that it will not discriminate against any person on any unlawful basis, including but not limited to, sex, race, religion, national origin, or disability and that its programs and services will comply with the Americans with Disability Act.
- c. MSC shall maintain a liability insurance policy with a minimum limit of \$1,000,000 per occurrence during the term of this Use Agreement, which insurance policy shall list the City of Murfreesboro (111 W. Vine St., Murfreesboro, TN 37130) as an additional insured. A certificate of insurance to this effect must be presented to the Murfreesboro Parks and Recreation Department at the time of signing this agreement. (Exhibit E).
- d. MSC accepts RSP as suitable for the purpose of this Use Agreement. MSC shall protect and maintain RSP except for maintenance to be performed by City as described herein. MSC shall pay City for any damage to RSP due to their neglect or misuse during the

term of this Use Agreement as determined by City based on pre-and post-season inspections.

6. Signage.

No signs or advertisements shall be posted, displayed or listed by MSC on RSP without the prior approval of City. MSC retains the right to utilize MSC sponsor and other related signage. This right shall not be unreasonable denied by the City. All signs must conform with the City's sign ordinance. Any signage must be removed at the request of City.

7. Sublease.

MSC shall not sublease or subcontract RSP without written approval from the City before bringing in any outside vendor(s) such as clothing, foods, photographers, sporting goods, etc. to RSP, both inside and outside the gates. Any outside vendors, except Pepsi and the MSC concession stand product providers in Buildings "A" & "C", that sell products during games, practices and tournaments, must pay the City of Murfreesboro \$100.00 for the right to vend on City property.

8. Structure.

MSC shall not alter or modify any existing building or structure nor build or locate portable or new building(s) or structure(s) at RSP without prior written approval of the City and the approval of all appropriate City agencies. Approval shall not be unreasonably denied.

9. Indemnification.

MSC shall indemnify and hold harmless the City, its officers, agents, and employees from:

- a. Any claim, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of MSC, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
- b. Any claims, damages, costs and attorney fees arising from any failure of MSC, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.
- c. MSC shall pay City any expenses incurred as a result of MSC's failure to fulfill any obligation in a professional and timely manner under the Agreement.

10. Termination of Use Agreement.

- a. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination.
- b. In the event any of the provisions of the Agreement are violated by the MSC, the City may serve written notice upon the MSC of its intention to terminate the Agreement and unless within seventy-two (72) hours after the serving of such notice upon MSC such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Agreement at any time after said seventy-two (72) hours. Such termination shall not relieve MSC of any liability to City for damages sustained by virtue of any breach by MSC.

11. Assignment.

MSC shall not assign this Agreement or enter into sub-contracts for any of the programs covered by this Agreement without obtaining prior written approval of City, which shall not be unreasonably denied.

12. Amendment.

This Use Agreement constitutes the entire Agreement between the City and MSC. This Agreement may be modified by written amendment executed by all parties and their signatories hereto.

In witness whereof, the City and MSC have executed this Use Agreement on the day and date first written above.

CITY OF MURFREESBORO

MURFREESBORO SOCCER CLUB

By: _____
Nate Williams, Director

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Kelley Blevins Baker, Assistant City Attorney

EXHIBIT LIST
FOR
LEAGUE CONTRACT

- Exhibit A: Dates and Times Scheduled by Parks and Recreation for Organization's Use of Property for Fall Season
- Exhibit B: Dates and Times Scheduled by Parks and Recreation for Organization's Use of Property for Spring Season
- Exhibit C: MPRD's Financial Assistance Policy
- Exhibit D: MPRD's Youth Athletic League Background Check Policy
- Exhibit E: Certificate of Insurance (\$1,000,000 liability minimum)

**USE AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
MURFREESBORO BASEBALL ASSOCIATION, INC.
FOR
YOUTH BASEBALL LEAGUE**

This Use Agreement made and entered into this ____ day of _____, 2019, by and between the City of Murfreesboro, Tennessee, hereafter referred to as "City," and Murfreesboro Baseball Association, Inc., hereafter referred to as "User" for the 2019 Youth Baseball League, hereafter referred to as the "event."

In consideration of the mutual promise and agreements contained herein, the City and User agree as follows:

1. Purpose.

- a. The City agrees to allow User to use City ballpark property (Barfield Baseball Complex) as designated on Exhibit A, attached hereto, for the sole purpose of conducting the league. User agrees to comply with the terms of this Use Agreement, the rules and regulations of the Murfreesboro Parks and Recreation Department ("Department"), and applicable city, state and federal laws and regulations.
- b. User may conduct one free invitational tournament that is scheduled with the Murfreesboro Parks and Recreation Department ("MPRD") staff person assigned as coordinator of Barfield Baseball Complex. If the invitational tournament is rained out, an alternate date may be used if available.
- c. If User wishes to conduct any additional invitational tournaments their request must be in writing and submitted to the MPRD coordinator who will address such requests according to current policy dealing with invitational tournaments. Regular tournament fees and policies will be applied.
- d. User may, but is not required to provide for the sale of items at the concession stands during and immediately before and after ball games. User shall add a variety of healthy choices to their menu that will be displayed separately on menu boards. User shall comply with all Health Department Regulations and will be subject to unannounced inspections.

2. Term.

The term of this Use Agreement shall be for one spring season and one fall season, beginning on March 1, 2019, and continuing until October 31, 2019. The User shall have a non-exclusive right to use the Property during the term of the Use Agreement, but only on the dates and at the times scheduled by the Department on Exhibit B. Four fields will be made available for try outs and evaluations only, during periods between seasons. The City will determine which fields are available during these times. The City reserves the right to schedule other activities at the Property on dates not in use by the User, including Sundays. User may not schedule any activity (practice, game, tournament) for the Property for a date or time other than as specified on Exhibit B, except as specifically

approved by the Director of Parks and Recreation or the Director's designee. User agrees to pay the City \$10 per participant once per season.

3. City's Obligations.

- a. The City shall maintain the ball fields for the normal schedule on Exhibit B.
- b. The City shall maintain existing restroom facilities. This includes building repairs and maintenance for the restrooms, interior and exterior walls, doors, and plumbing and electrical systems. This includes paper products and cleanup for the restrooms once per day. Additional cleanup and paper products shall be provided by the User.
- c. The City shall provide building maintenance for existing concession stands.
- d. The City shall maintain the parking areas.
- e. The City shall be responsible for providing trash liners for trash receptacles and for the disposal of trash and litter from such receptacles.
- f. The City shall determine whether weather conditions (rain, sleet, snow, wind, or severe storms) have made the fields unusable prior to 3:30 p.m. on scheduled game days, Monday through Friday, and shall make reasonable efforts to notify the official(s) designated by the User and local radio stations. User shall be bound by City's determination of usability. Also, either party shall have authority to cancel any and all activities due to severe weather (lightning, tornado, etc.) or act of God. The City's decision to cancel any and all activities due to severe weather or act of God shall be final. If the User cancels any activity due to severe weather or act of God, User shall make reasonable efforts to notify the Department and local radio stations as soon as possible.
- g. The City shall pay for utility services (water, electricity & basic telephone service) at the Property. Any additional telephone lines shall be the responsibility of the User.
- h. The City shall require that the User provide the City game schedules no later than two weeks prior to the first scheduled game.
- i. The City shall provide a staff member to coordinate with the league relative to league activities.

4. User's Obligations.

- a. User agrees to pay \$10.00 per participant once a season. Payment is due by May 6, 2019 for the spring and September 16, 2019 for the fall. Payment can be dropped off at the Main Office at Barfield Crescent Park or mail to P.O. Box 748 Murfreesboro, TN 37133.
- b. The User shall provide any additional maintenance of the ball fields required beyond the normal schedule but shall provide such maintenance only with the prior approval of the City.

- c. The User shall maintain the concession stands in a clean, safe, and healthy condition in accordance with local and state health department standards and regulations. The User shall not sell any alcohol or tobacco products. The User shall not sell any beverage or item not approved, prior to sale, by the Department. The User shall comply with all Health Department Regulations and will be subject to unannounced inspections. Failure to keep the concession stands clean, safe and healthy shall result in the loss of concession privileges.
- d. The User must provide concessions at the Property for nonuser events during the period of the Use Agreement, unless City elects to provide concessions for their events, in which case the City shall have priority. The User shall be responsible for the purchase of products and monies collected.
- e. The User must provide the City with a list of vendors not already established by the Property. All deliveries must be made on specific days and times agreed upon by the User and the City.
- f. The User must provide a financial statement from the previous season which identifies and includes all revenues, expenses (entry fees, concessions, equipment, etc.), and the amount of fee(s) waived due to City's Financial Assistance Policy.
- g. The User must provide the City with game schedules no later than two weeks prior to the first scheduled game.
- h. The User shall not schedule any games or practices for Sunday, May 19, 2019 through Saturday, May 25, 2019, due to TSSAA Spring Fling Activities without prior approval by the City. User shall not schedule games or practices on Memorial Day (May 27, 2019), July Fourth (July 4, 2019), Labor Day (September 2, 2019).
- i. The User shall clean and secure all press box facilities, concession areas, offices, and adjacent areas on a daily/nightly basis on the dates specified on Exhibit B.
- j. The User shall maintain the parking lot, playing field and common areas in a trash-free condition. User shall encourage trash and litter pickup, and placement into receptacles, so that the areas are in a clean and orderly state by the use of signage, frequent announcements, and labor of User's members and supporters.
- k. The User shall provide any first aid supplies and/or medical assistance required during any game or activity including, but not limited to, preparing for exposure to blood-borne pathogens.
- l. The User shall determine if the playing fields and facility is safe before any usage. User shall immediately advise the Murfreesboro Parks and Recreation Department of any defective or unsafe conditions on the Property and shall not use any facility deemed unsafe until corrected.
- m. The User shall provide and pay (if applicable), umpires and scorekeepers during their playing season.
- n. The User shall not waste the utility services provided by the City. User shall not turn lights on until at least 30 minutes before sunset and shall make sure lights are kept off

for fields not in use for official practice or games. Lights that are left on overnight shall result in a \$100.00 fee payable to the City of Murfreesboro.

- o. The User shall provide a daily schedule of authorized personnel for the supervision of all areas of the Property during regular season and postseason games.
- p. The User shall provide access to any and all records of User, and shall respond to the City's requests for information, as necessary for City to verify and/or determine User's compliance with the terms of this Use Agreement, and User shall provide copies of same to City if necessary.
- q. It is City policy that no City resident shall be denied the opportunity to participate in a department activity because of financial inability to pay. In addition to complying with the financial assistance policy (Exhibit D), User shall ensure that all prospective participants are made aware of this policy and its applicability to User.
- r. The User is responsible to notify all County and City agencies relating to the safe operation of the event, e.g., Murfreesboro Police Department, Murfreesboro Parks and Recreation Department, etc.
- s. The User is responsible to provide enough staff to conduct the event in a safe and enjoyable manner and will provide additional security if requested by the City.
- t. User must obtain written approval from the City before bringing in any outside vendor(s) such as clothing, food, photographers, sporting goods, etc., to the park, both inside and outside the gates. Permits issued by the City of Murfreesboro Parks and Recreation Department will be required for approved outside vendors. There will be a charge of \$100.00 for each permit issued. Vendors shall comply with all state and city laws and regulations.
- u. User shall provide a written description of field requirements at least two weeks prior to the start of each season. In addition, User shall provide a complete schedule of all games to be played.
- v. User agrees to pay the City 15% of the gross proceeds for all instruction in a group setting (Camps/Clinics) conducted at BCP and will furnish the City a list of participants and financial records for the instruction by the 15th of the next month. The User will provide the City, for their approval, a schedule of all activities later than 30 days prior to the activity. The User agrees not to conduct any activities on City facilities without the approval of the City.
- w. User shall perform criminal background screenings on all employees, managers, head coaches, assistant coaches, and regular volunteers of User working with children in this program at a minimum to the extent set forth in MPRD'S Youth Athletic League Background Check Policy. (See Exhibit E) User shall provide a letter to the Murfreesboro Parks and Recreation Department before practices begin confirming that background checks have been done.
- x. User shall comply with Tennessee Code Annotated Section 68-55-503 relative to youth sport-related injuries during community-based youth athletic activities. The Tennessee Department of Health has concussion information available online at

<http://health.state.tn.us/TBI/concussion.htm>. “Community-based youth athletic activity” or “youth athletic activity” means an athletic activity organized by a city, county, business or nonprofit organization where the majority of the participants are under eighteen (18) years of age, and are engaging in an organized athletic game or competition against another team, club or entity or in practice or preparation for an organized game or competition against another team, club or entity. “Community-based youth athletic activity” does not include college or university activities or an activity which is entered into for instructional purposes only, an athletic activity that is incidental to a nonathletic program or a lesson. User shall adopt the guidelines and other pertinent information and forms as developed by the Tennessee Department of Health to inform and educate the director of the youth athletic activity, coaches, youth athletes and their parents or guardians of the nature, risk and symptoms of concussion and head injury, including continuing to play after concussion or head injury.

- y. User shall comply with Tennessee Code Annotated Section 68-54-101 et seq., the Sudden Cardiac Arrest Prevention Act, relative to youth sport-related injuries during community-based youth athletic activities. The Tennessee Department of Health has sudden cardiac arrest information available online at:

<http://www.tn.gov/health/topic/sudden-cardiac-arrest-prevention-act>. “Community-based youth athletic activity” or “youth athletic activity” means an athletic activity organized by a city, county, business, or nonprofit organization when the majority of the participants are under eighteen (18) years of age, and are engaging in an organized athletic game or competition against another team, club, or entity or in practice or preparation for an organized game or competition against another team, club, or entity. “Community-based youth athletic activity” does not include college or university activities or an activity which is entered into for instructional purposes only, an athletic activity that is incidental to a nonathletic program, or a lesson. User shall adopt the guidelines and other pertinent information and forms as developed by the Tennessee Department of Health to inform and educate the director of the youth athletic activity, coaches, youth athletes and their parents or guardians of the nature, risk and symptoms of sudden cardiac arrest, including continuing to play after suffering from sudden cardiac arrest.

5. User’s Representations.

- a. User represents that it is a not-for-profit corporation under the Internal Revenue Code and shall provide City with proof of such status.
- b. User covenants that it shall not discriminate against any person on any unlawful basis, including but not limited to, sex, race, religion, national origin, or disability and that its programs and services shall comply with the Americans with Disabilities Act.
- c. User shall maintain a liability insurance policy with a minimum limit of \$1,000,000 per occurrence during the term of the Use Agreement, which insurance policy shall list the City of Murfreesboro, 111 W. Vine St., Murfreesboro, TN 37130 as an additional insured. A certificate of insurance to this effect must be presented to the Department at the time of signing this agreement (Exhibit C).
- d. The User accepts the Property as suitable for the purpose of the Use Agreement. User shall protect and maintain the Property, except for maintenance to be performed by City as described herein. User shall pay City for any damage to Property during the

term of the Use Agreement as determined by City based on preseason and postseason inspections.

6. Signage.

No signs or advertisements shall be posted, displayed or listed by User on the Property without the prior approval of City. All signs must conform with City's sign ordinance. Any signage must be removed at the request of City.

7. Sublease.

The User shall not sublease or subcontract the Property.

8. Structure.

The User shall not alter or modify any existing building or structure nor build or locate portable or new building(s) or structure(s) on the Property without prior written approval of the City and the approval of all appropriate City agencies.

9. Indemnification.

User shall indemnify and hold harmless the City, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of User, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
- b. Any claims, damages, costs and attorney fees arising from any failure of User, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.
- c. User shall pay City any expenses incurred as a result of User's failure to fulfill any obligation in a professional and timely manner under the Agreement.

10. Termination of Use Agreement.

This Use Agreement may not be assigned or transferred. The City shall have sole discretion to terminate the Use Agreement. Termination may result from User's failure to abide by the terms of this Use Agreement. In the event of a breach of the Use Agreement, the City may, but is not required to, give the User an opportunity to timely correct the default.

11. Amendment.

This Use Agreement constitutes the entire Agreement between the City and User. This Agreement may be modified by written amendment executed by all parties and their signatories hereto.

In witness whereof, the City and User have executed this Use Agreement on the day and date first written above.

**CITY OF MURFREESBORO
INC.**

MURFREESBORO BASEBALL ASSOCIATION,

By: _____
Nate Williams, Director

By: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Kelley Blevins Baker, Assistant City Attorney

EXHIBIT LIST
FOR
LEAGUE CONTRACT

Exhibit A: Map or Designation of Property Reserved for the Event

Exhibit B: Dates and Times Scheduled by Parks and Recreation for Organization's Use of Property

Exhibit C: Certificate of Insurance (\$1,000,000 liability minimum)

Exhibit D: MPRD's Financial Assistance Policy

Exhibit E: MPRD'S Youth Athletic League Background Check Policy

**USE AGREEMENT
BETWEEN
CITY OF MURFREESBORO
AND
RUTHERFORD COUNTY SCHOOLS
FOR
USE OF FIELD #5 AT STAR*PLEX BASEBALL/SOFTBALL COMPLEX, BARFIELD
CRESCENT PARK #4 AND FIELD #1 MCKNIGHT SOFTBALL COMPLEX**

This Use Agreement made and entered into this ____ day of _____, 2019 by and between the City of Murfreesboro, Tennessee, hereafter referred to as "City" and Rutherford County Schools, hereafter referred to as "User" for the Central Magnet School Baseball and Softball games and practices, hereafter referred to as the "event."

In consideration of the mutual promise and agreements contained herein, the City and User agree as follows:

1. Purpose.

The City agrees to allow User to use Baseball and Softball Fields ("Property"), which Property shall include Star*Plex Field #5, Barfield Crescent Park Field #4 and McKnight Field #1 for the sole purpose of conducting the event as designated on Exhibit A attached hereto Central Magnet School Baseball and Softball games and practice. The User agrees to comply with the terms of this Use Agreement, the rules and regulations of the Murfreesboro Parks and Recreation Department ("Department"), and applicable city, state and federal laws and regulations.

2. Term.

The term of this Use Agreement shall be for two terms beginning on Monday, January 28, 2019, and continuing until May 18, 2019 and August 5, 2019 and continuing until October 31, 2019. The User shall have a non-exclusive right to use the Property during the term of the Use Agreement but only on the dates and at the times scheduled by the Department on Exhibit B. The City reserves the right to schedule other activities at the Property on dates not in use by the User including Sundays. User may not schedule any activity (practice, game, tournament) for the Property for a date or time other than as specified on Exhibit B except as specifically approved by the Director of Parks and Recreation or the Director's designee.

User agrees to pay the city \$20 per hour per field for practices and \$50 per field per day for single games and \$75 per field per day for double header games. User agrees to pay the city these fees by May 31, 2019 for the spring and by November 15, 2019 for the fall season.

3. City's Obligations.

- a. The City shall maintain the Star*Plex Baseball, Barfield Baseball/Softball Complex and McKnight Softball fields for the normal schedule on Exhibit B.
- b. The City shall maintain existing restroom facilities. This includes building repairs and maintenance for the room, interior and exterior walls, doors, and plumbing and electrical systems. This includes paper products and cleanup for the restrooms each day. Additional clean-up and paper products shall be provided by the User.

- c. The City shall provide a litter free facility for User to Utilize for the start of their event.
- d. The City shall maintain the parking areas.
- e. The City shall be responsible for providing trash liners for trash receptacles and for the disposal of trash and litter from such receptacles.
- f. The City shall determine whether weather conditions (rain, sleet, snow, wind, or severe storms) have made the [field, park, etc.] unusable. User shall be bound by City's determination of usability. Also, either party shall have authority to cancel any and all activities due to severe weather (lightning, tornado, etc.) or act of God. The City's decision to cancel any and all activities due to severe weather or act of God shall be final. If the User cancels any activity due to severe weather or act of God, User shall make reasonable efforts to notify the Department as soon as possible.
- g. The City shall provide a staff member that will serve as the MPRD'S point of contact and aid in monitoring the event.

4. User's Obligations.

- a. User agrees to pay the city \$20 per hour per field for practices and \$50 per field per day for single games and \$75 per field per day for double header games. User agrees to pay the city these fees by May 31, 2019 for the spring and by November 15, 2019 for the fall season.
- b. The User must provide the City with a written description of field requirements and a complete schedule of all games to be played no later than two weeks prior to the first scheduled game.
- c. The User shall clean and secure all press box facilities, dugouts, offices, and adjacent areas on a daily/nightly basis on the dates specified in Clause 2.
- d. The User shall make reasonable efforts to maintain the parking lot, playing field and common areas in a trash-free condition. User shall encourage trash and litter pickup, and placement into receptacles, so that the areas are in a clean and orderly state by the use of signage, frequent announcements and, labor by User's members and supporters.
- e. The User shall provide any first aid supplies and/or medical assistance required during any game or activity including, but not limited to, preparing for exposure to blood borne pathogens.
- f. User shall comply with Tennessee Code Annotated Section 68-55-502 relative to youth sport-related injuries during community-based youth athletic activities.
- g. The User shall determine if the playing fields and facility is safe before any usage. User shall immediately advise the Murfreesboro Parks and Recreation Department of any defective or unsafe conditions on the Property and shall not use any facility deemed unsafe until corrected.

- h. The User is responsible for notifying all county and city agencies relating to the safe operation of the event, e.g., Murfreesboro Police Department, Murfreesboro Parks and Recreation Department, etc.
- i. The User is responsible for providing enough staff to conduct the event in a safe and enjoyable manner and will provide additional security if requested by the City.
- j. The User shall provide paid umpires, scorekeepers, gate attendants and any additional staff required during games and practices throughout the season.
- k. All concessions shall be operated through local leagues or the City.
- l. User must obtain written approval from the City before bringing in any outside vendor(s) such as clothing, food, photographers, sporting goods, etc., to the park, both inside and outside the gates. Permits issued by the City of Murfreesboro Parks and Recreation Department will be required for approved outside vendors. There will be a charge of \$100.00 for each permit issued. Vendors shall comply with all state and city laws and regulations.
- m. The User shall not waste the utility services provided by the City. User shall not turn lights on until at least 30 minutes before sunset and shall make sure lights are kept off for fields not in use for official practice or games. Lights that are left on overnight shall result in a \$100.00 fee payable to the City of Murfreesboro.
- n. The User shall provide a daily schedule of authorized personnel for the supervision of all areas of the Property during regular season and post season games.
- o. The User shall provide access to any and all records of User, and shall respond to the City's requests for information, as necessary for City to verify and/or determine User's compliance with the terms of this Use Agreement and User shall provide copies of same to City if necessary.
- p. The User may charge an admission fee at the gate but not a parking fee. It is the responsibility of the user to coordinate with local leagues when setting up gates.
- q. The User accepts the Property as suitable for the purpose of the Use Agreement. User shall protect and maintain the Property except for maintenance to be performed by City as described herein. User shall pay City for any damage to Property during the term of the Use Agreement as determined by City based on pre-and post-season inspections.
- r. User shall comply with Tennessee Code Annotated Section 68-54-101 et seq., the Sudden Cardiac Arrest Prevention Act, relative to youth sport-related injuries during community-based youth athletic activities. The Tennessee Department of Health has sudden cardiac arrest information available online at <http://www.tn.gov/health/topic/sudden-cardiac-arrest-prevention-act>. "Community-based youth athletic activity" or "youth athletic activity" means an athletic activity organized by a city, county, business, or nonprofit organization when the majority of the participants are under eighteen (18) years of age, and are engaging in an organized athletic game or competition against another team, club, or entity or in practice or preparation for an organized game or competition against another team, club, or entity. "Community-based youth athletic activity" does not include college or university activities or an activity which is entered into for instructional purposes only,

an athletic activity that is incidental to a nonathletic program, or a lesson. User shall adopt the guidelines and other pertinent information and forms as developed by the Tennessee Department of Health to inform and educate the director of the youth athletic activity, coaches, youth athletes and their parents or guardians of the nature, risk and symptoms of sudden cardiac arrest, including continuing to play after suffering from sudden cardiac arrest.

5. User's Representations.

- a. User covenants that it shall not discriminate against any person on any unlawful basis, including but not limited to, sex, race, religion, national origin, or disability and that its programs and services shall comply with the Americans with Disability Act.
- b. User shall maintain a liability insurance policy with a minimum limit of \$1,000,000 per occurrence during the term of the Use Agreement, which insurance policy shall list the City of Murfreesboro, 111 W. Vine St., Murfreesboro, TN 37130 as an additional insured. A certificate of insurance to this effect must be presented to the Department at the time of signing this agreement, Exhibit C.

6. Signage.

No signs or advertisements shall be posted, displayed, or listed by User on the Property without the prior approval of City. All signs must conform with City's sign ordinance. Any signage must be removed at the request of City.

7. Sublease.

The User shall not sublease or subcontract the Property.

8. Structure.

The User shall not alter or modify any existing building or structure nor build or locate portable or new building(s) or structure(s) on the Property without prior written approval of the City and the approval of all appropriate City agencies.

9. Indemnification.

The User agrees to indemnify, defend and hold harmless the City to the extent and amount permitted under the Tennessee Governmental Tort Liability Act from any and all claims arising from the use of City Property by Rutherford County Schools as set forth in this Use Agreement.

10. Termination of Use Agreement.

This Use Agreement may not be assigned or transferred. The City shall have sole discretion to terminate the Use Agreement. Termination may result from User's failure to abide by the terms of this Use Agreement. In the event of a breach of the Use Agreement, the City may, but is not required to, give the User an opportunity to timely correct the default.

11. Amendment.

This Use Agreement constitutes the entire Agreement between the City and User. This Agreement may be modified by written amendment executed by all parties and their signatories thereto.

In witness whereof, the City and User have executed this Use Agreement on the day and date first written above.

CITY OF MURFREESBORO

RUTHERFORD COUNTY SCHOOLS

By: _____
Nate Williams, Director

By: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Kelley Blevins Baker, Assistant City Attorney

**EXHIBIT LIST
FOR
RUTHERFORD COUNTY SCHOOL CONTRACT**

Exhibit A: Map or Designation of Property Reserved for the Event

Exhibit B: Dates and Times Scheduled by Parks and Recreation for Organization's Use of
Property

Exhibit C: Certificate of Insurance (\$1,000,000 liability minimum)

**USE AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
VICENTE TREJO
LATINO AMERICAN SOCCER GROUP
FOR
COMPETITIVE SOCCER LEAGUE**

This Use Agreement made and entered into this ____ day of _____, 2019 by and between the City of Murfreesboro, Tennessee, hereafter referred to as "City" and Vicente Trejo, Latino American Soccer Group hereafter referred to as "User" for the 2019 Competitive Soccer Season, hereafter referred to as the "event."

In consideration of the mutual promise and agreements contained herein, the City and User agree as follows:

1. Purpose.

The City agrees to allow User to use Siegel Soccer Park ("Property"), as designated on Exhibit A attached here to, for the sole purpose of conducting the league. The User agrees to comply with the terms of this Use Agreement, the rules and regulations of the Murfreesboro Parks and Recreation Department ("Department"), and applicable city, state and federal laws and regulations.

2. Term.

The term of this Use Agreement shall be for the Competitive Soccer Season. The season will begin on March 10, 2019 and continue until October 27, 2019. The User shall have an exclusive right to use the Property during the term of the Use Agreement but only on the dates and at the times scheduled by the Department on Exhibit B. The City reserves the right to schedule other activities at the Property on dates not in use by the User including Sundays. User may not schedule any activity (practice, game, tournament) for the Property for a date or time other than as specified on Exhibit B except as specifically approved by the Director of Parks and Recreation or the Director's designee.

3. City's Obligations.

- a. The City shall maintain two regulation soccer fields for the normal schedule on Exhibit B.
- b. The City shall maintain existing restroom facilities. This includes building repairs and maintenance for the room, interior and exterior walls, doors, and plumbing and electrical systems. This includes paper products and cleanup for the restrooms once per day. Additional clean-up and paper products shall be provided by the User.
- c. The City shall provide building maintenance for existing concession stands.
- d. The City shall maintain the parking areas.

- e. The City shall be responsible for providing trash liners for trash receptacles and for the disposal of trash and litter from such receptacles.
- f. The City shall determine whether weather conditions (rain, sleet, snow, wind, or severe storms) have made the field unusable prior to usage on scheduled game days, Sundays, and shall make reasonable efforts to notify the official(s) designated by the User and local radio stations. User shall be bound by City's determination of usability. In addition, either party shall have authority to cancel any and all activities due to severe weather (lightning, tornado, etc.) or act of God. The City's decision to cancel any and all activities due to severe weather or act of God shall be final. If the User cancels any activity due to severe weather or act of God, User shall make reasonable efforts to notify the Department and local radio stations as soon as possible.
- g. The City shall pay for utility services (water, electricity & telephone basic service) at the Property. Any additional telephone lines shall be the responsibility of the User.
- h. The City shall provide a staff member to coordinate with the league relative to league activities.

4. User's Obligations.

- a. The User shall provide any additional maintenance of the soccer fields required beyond the normal soccer schedule but shall provide such maintenance only with the prior approval of the City.
- b. The User must provide the City with a list of vendors not already established by the Property. All deliveries must be made on specific days and times agreed upon by the User and the City.
- c. The User must provide a financial statement from the previous season which identifies and includes all revenues, and expenses (entry fees, concessions, equipment, etc.) and the amount of fee(s) waived due to City's Financial Assistance Policy.
- d. The User must provide the City with game schedules no later than two weeks prior to the first scheduled game.
- e. The User shall clean and secure all press box facilities, concession areas, offices, and adjacent areas on a daily/nightly basis on the dates specified on Exhibit B.
- f. The User shall maintain the parking lot, playing field and common areas in a trash-free condition. User shall encourage trash and litter pickup, and placement into receptacles, so that the areas are in a clean and orderly state by the use of signage, frequent announcements and, labor by User's members and supporters.
- g. The User shall provide any first aid supplies and/or medical assistance required during any game or activity including, but not limited to, preparing for exposure to blood borne pathogens.

- h. The User shall determine if the playing fields and facility is safe before any usage. The User shall immediately advise the Department's Deputy Director or designee of any defective or unsafe condition on the Property, and shall not use any facility deemed unsafe until corrected.
- i. The User shall provide and pay umpires and scorekeepers during their playing season.
- j. The User shall not waste the utility services provided by the City. User shall not turn lights on until at least 30 minutes before sunset and shall make sure lights are kept off for fields not in use for official practice or games. Lights that are left on over night shall result in a \$100.00 fee payable to the City of Murfreesboro.
- k. The User shall provide a daily schedule of authorized personnel for the supervision of all areas of the Property during regular season and post season games.
- l. The User shall provide access to any and all records of User, and shall respond to the City's requests for information, as necessary for City to verify and/or determine User's compliance with the terms of this Use Agreement and User shall provide copies of same to City if necessary.
- m. It is City policy that no City resident shall be denied the opportunity to participate in a department activity because of financial inability to pay. In addition to complying with the policy, User shall ensure that all prospective participants are made aware of this policy and its applicability to User.
- n. The User is responsible to notify all county and city agencies relating to the safe operation of the event, e.g., Murfreesboro Police Department, Murfreesboro Parks and Recreation Department, etc.
- o. The User is responsible to provide enough staff to conduct the event in a safe and enjoyable manner, and will provide additional security if requested by the City.
- p. User must obtain written approval from the City before bringing in any outside vendor(s) such as clothing, food, photographers, sporting goods, etc., to the park, both inside and outside the gates. Permits issued by the City of Murfreesboro Parks and Recreation Department will be required for approved outside vendors. There will be a charge of \$100.00 for each permit issued. Vendors shall comply with all state and city laws and regulations.
- q. User shall provide a written description of field requirements at least two weeks prior to the event. In addition, User shall provide a complete schedule of all games to be played.

5. User's Representations.

- a. User agrees to pay \$150 per field per day each month. Fees will be paid in advance each month. (Exhibit B).

- b. User covenants that it shall not discriminate against any person on any unlawful basis, including but not limited to, sex, race, religion, national origin, or disability and that its programs and services shall comply with the Americans with Disability Act.
- c. User shall maintain a liability insurance policy with a minimum limit of \$1,000,000 per occurrence during the term of the Use Agreement, which insurance policy shall list the City of Murfreesboro (111 W. Vine St., Murfreesboro, TN 37130) as an additional insured. A certificate of insurance to this effect must be presented to the Department at the time of signing this agreement, Exhibit C.
- d. The User accepts the Property as suitable for the purpose of the Use Agreement. User shall protect and maintain the Property except for maintenance to be performed by City as described herein. User shall pay City for any damage to Property during the term of the Use Agreement as determined by City based on pre- and post-season inspections.

6. Signage.

No signs or advertisements shall be posted, displayed or listed by User on the Property without the prior approval of City. All signs must conform with City's sign ordinance. Any signage must be removed at the request of City.

7. Sublease.

The User shall not sublease or subcontract the Property.

8. Structure.

The User shall not alter or modify any existing building or structure nor build or locate portable or new building(s) or structure(s) on the Property without prior written approval of the City and the approval of all appropriate City agencies.

9. Indemnification.

User shall indemnify and hold harmless the City, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of User, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
- b. Any claims, damages, costs and attorney fees arising from any failure of User, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.
- c. User shall pay City any expenses incurred as a result of User's failure to fulfill any obligation in a professional and timely manner under the Agreement.

10. Termination of Use Agreement.

This Use Agreement may not be assigned or transferred. The City shall have sole discretion to terminate the Use Agreement. Termination may result from User's failure to abide by the terms of this Use Agreement. In the event of a breach of the Use Agreement, the City may, but is not required to, give the User an opportunity to timely correct the default.

11. Amendment.

This Use Agreement constitutes the entire Agreement between the City and User. This Agreement may be modified by written amendment executed by all parties and their signatories hereto.

In witness whereof, the City and User have executed this Use Agreement on the day and date first written above.

CITY OF MURFREESBORO

**VICENTE TREJO
LATINO AMERICAN SOCCER GROUP**

By: _____
Nate Williams Director

By: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Kelley Blevins Baker, Assistant City Attorney

EXHIBIT LIST
FOR
LEAGUE CONTRACT

Exhibit A: Map or Designation of Property Reserved for the Event.

Exhibit B: Dates and Times Scheduled by Parks and Recreation for Organization's Use of Property.

Exhibit C: Certificate of Insurance (\$1,000,000 liability minimum).



March 5, 2019

For Murfreesboro Parks and Recreation Commission:

RE: Industrial Adult Volleyball League

As an item for the MPRC Agenda of March 6, 2019, the Murfreesboro Parks and Recreation Department (MPRD) Athletics Division is requesting implementation of an Industrial Adult Volleyball League to be held at Sports Com on Friday nights.

Background

Over the past month, several business representatives have approached the Athletics Division staff regarding the need for an industrial volleyball league. Staff would like to accommodate the requests by implementing an organized league for them. The season would begin on March 15, 2019, at Sports Com, if approved by the commission.

Fiscal Impact

Each team will be required to pay a \$300.00 team fee, which will cover an eight-week season, single elimination tournament, and championship shirts to the winners.

Recommendation

It is recommended that the Murfreesboro Parks and Recreation Commission approve the Industrial Adult Volleyball League and the \$300.00 fee per team.

Sincerely,

Brittany Garrett
Athletic Facility Supervisor

Holiday Special Revenue Report 2007 - 2019

Patterson Park	Month	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
BOGO	December	\$ 71,449.04	\$ 78,540.30	\$ 97,613.55	\$ 101,810.49	\$ 104,088.57	\$ 98,452.55
25% Discount	January	\$ 44,516.30	\$ 44,911.90	\$ 41,436.10	\$ 38,130.71	\$ 46,015.26	\$ 41,443.62
Total		\$ 115,965.34	\$ 123,452.20	\$ 139,049.65	\$ 139,941.20	\$ 150,103.83	\$ 139,896.17

Patterson Park	Month	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
BOGO	December	\$ 107,876.55	\$106,885.60	\$ 109,612.91	\$ 116,892.19	\$ 90,023.54	\$ 85,083.14
25% Discount	January	\$ 47,678.50	\$ 36,193.97	\$ 37,034.09	\$ 44,297.36	\$ 85,104.85	\$ 79,953.61
Total		\$ 155,555.05	\$143,079.57	\$ 146,647.00	\$ 161,189.55	\$ 175,128.39	\$ 165,036.75

Sports Com	Month	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
BOGO	December	\$ 62,880.60	\$ 68,903.85	\$ 78,969.55	\$ 98,290.42	\$ 104,342.56	\$ 111,379.24
25% Discount	January	\$ 31,586.60	\$ 32,823.87	\$ 29,593.28	\$ 35,161.54	\$ 42,066.06	\$ 42,215.42
Total		\$ 94,467.20	\$ 101,727.72	\$ 108,562.83	\$ 133,451.96	\$ 146,408.62	\$ 153,594.66

Sports Com	Month	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
BOGO	December	\$ 105,896.19	\$106,078.02	\$ 122,642.74	\$ 119,499.67	\$ 105,093.03	\$ 118,327.38
25% Discount	January	\$ 39,116.58	\$ 31,511.93	\$ 36,161.70	\$ 35,202.83	\$ 87,828.87	\$ 102,083.11
Total		\$ 145,012.77	\$137,589.95	\$ 158,804.44	\$ 154,702.50	\$ 192,921.90	\$ 220,410.49

BOGO for December and January started during 2017-18 special.