




HISTORIC
FRANKLIN
TENNESSEE

ITEM #34
BOMA
11/23/2010

MEMORANDUM

November 1, 2010

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator 
Vernon Gerth, ACA Community & Economic Development
Lisa R. Clayton, Parks Department
Paige Cruse, Athletic Foreman

SUBJECT: Fieldstone Park Lease Agreement

Purpose

The purpose of this memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information to consider entering into a multi-year agreement with Williamson County for the use of Fieldstone Park Softball Complex to conduct adult softball leagues.

Background

For over 15 years, Williamson County Parks and Recreation has leased the four-field complex to conduct adult softball leagues for the community.

Financial Impact

The agreement shall commence on the first day of January 1, 2011 and each month thereafter, Williamson County shall pay to City of Franklin Parks Department four thousand five hundred twenty dollars (\$4,520.00) per year (“**Rent**”) for 2011. An additional four percent (4%) shall be paid each year until the term of the lease agreement is either terminated by either party or the end of the lease in 2015.

Recommendation

It is recommended that the City enter into a Lease Agreement with Williamson County Parks and Recreation Department for a five year lease for Fieldstone Park.

LEASE AGREEMENT

FIELDSTONE PARK

COF Contract #2010-0177

This Lease Agreement, ("Agreement"), is entered into on this the _____ day of _____, 20__ by and between the City of Franklin, Tennessee, ("City"), and Williamson County Parks and Recreation, ("Lessee").

1. The City owns, operates and maintains certain facilities for athletic contests and other public uses, which facilities are generally known as the Fieldstone Park, 1377 Hillsboro Rd. within the City's corporate limits, ("Softball Complex").
2. The City desires to make available to Lessee, and Lessee desires to use, the Fieldstone Park Softball Complex for softball league programs under the direction of the Williamson County Parks and Recreation Department.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Premises.** The City hereby leases to Lessee and Lessee hereby leases from the City the Softball Complex located in Fieldstone Park from (Spring League: Monday-Friday, including Sundays) and (Fall League: Monday – Friday, weekdays only).
2. **Term.** The term of this Agreement shall be for five (5) years from the date indicated above.
3. **Use of Premises.** Lessee shall have the right to occupy and use the Softball Complex solely for the purpose of conducting Adult Softball League Programs. Lessee shall conduct Adult Softball as follows:

Spring League: Lessee shall have the right to occupy the Softball Complex weekdays from Monday – Friday, and Sundays only. Saturdays shall be reserved for make-up games and end of the season tournaments only. Lessee shall notify the City in writing (email acceptable) of any make-up/tournament (schedule) games played on Saturdays during the Spring Season. The City reserves the right to use the Softball Complex on Saturdays for private or City-sponsored events during the Spring League Season.

Fall League: Lessee shall have the right to occupy the Softball Complex weekdays from Monday – Friday only. Saturdays and Sundays shall be reserved for make-up games and end of the season tournaments only. Lessee shall notify the City in writing (email acceptable) any make-up/tournament (schedule) games played on Saturdays or Sunday's during the Fall Season. The City reserves the right to use the Softball Complex on Saturdays and Sundays for private or City-sponsored events during the Fall Season.

The City reserves the right to use all or any part of the Softball Complex for private or City sponsored events (including week days) by providing Lessee 30 days prior notice during the term of this Agreement.

Lessee shall use and occupy the Softball Complex in a safe and careful manner and in compliance with all applicable municipal, state and federal laws, rules and regulations prescribed by the City Fire and Police Departments and other Governmental authorities as may be in force and effect during the term of this Agreement. Lessee shall not do any act or suffer any act during the term of this Agreement, which will in any way deface, alter or injure any part of the Premises, except normal wear and tear.

Lessee shall only use the Softball Complex to conduct adult softball leagues and season ending adult softball tournaments. Lessee shall not conduct additional tournaments or conduct outside special events on the property without permission from the City. The City shall be notified in writing for requests other than adult softball league play under the direction of the Williamson County Parks and Recreation Department. Additional fees may be applied to the Lessee for uses outside the scope of this lease agreement. Additional fees shall be at a rate as agreed upon by the parties.

During its use of the Softball Complex, Lessee shall ***not*** allow anyone including Lessee personnel to park County or personal vehicles within the four field softball complex near the existing facility as to leave the area free for emergency access only.

Lessee shall dispose of all trash from fields and dugouts into proper disposal containers prior to leaving the premises post game play. The City shall dispose of all waste materials offsite and empty containers from dugouts and surrounding area.

4. **Schedules.** The Lessee shall submit prior to spring and fall Softball League(s) starting a copy of each league play schedule with a proposed light schedule for City Parks Athletic personnel. Changes to schedules for rainouts/make-ups shall be submitted by email to the Franklin Parks Department Athletic Foreman within 24-hours or as soon as schedules are developed by the Lessee.
5. **Equipment.** Lessee shall supply all of its own equipment. The City will not be responsible for supplying any equipment, nor for taking any other action with respect to the construction or repair of the premises other than as provided herein.
6. **Assignment.** This Agreement may not be assigned by either party without the prior written permission of the non-assigning party.
7. **Rent.** Lessee will pay the City of Franklin Parks Department a total sum of Four Thousand Five Hundred Twenty Dollars (\$4,520.00) as rent for the 2011 season, and such amount shall include all utilities. Rent shall be payable in two equal installments: Two Thousand Two Hundred Sixty Dollars (\$2,260.00) on March 30, 2011 and on December 15, 2011. Rent for the 2012, 2013, 2014 and 2015 seasons shall be paid in the same manner, and shall be increased by 4%, compounded annually. A statistical report pertaining to the leagues held at Fieldstone Park shall be submitted by the Lessee no later than the 30th of December

each year to the City of Franklin of the past spring and fall leagues in order to provide participant numbers for benchmarking purposes.

8. **Vendors.** The Lessee shall prohibit vendors from providing any goods during the Lessee's use of the Softball Complex and athletic fields, unless Lessee obtains prior permission from the City.
9. **Repair of Damage.** The City is responsible for field preparation, which shall include proper installation of the infield bases; use of a proper clay mix for the infields which shall be kept free of ruts and other hazards and maintain proper grading of the outfields which shall include removal of rocks and holes and the elimination of other hazards. Additionally, the City is responsible for construction and repair of the Softball Complex. Lessee agrees to notify the City of any damages to the Softball Complex, which occur during the term of this Agreement in which the Lessee is aware.
10. **Insurance.** To the degree as permissible under Tennessee Law, Lessee shall procure and maintain, throughout the term of this Agreement, a policy or policies of insurance, at its sole cost and expense, insuring Lessee and the City against any and all liability from injury or death to a person or persons, and for damage or destruction of property occasioned by or arising out of or in connection with the use of the Softball Complex by Lessee. The limits of such liability policy or policies must be in an amount not less than One Million Dollars (\$1,000,000.00) Property damage coverage shall cover the building against vandalism occurring during use by the Lessee and all equipment and contents. Insurance policy must be submitted annually and must show the City of Franklin as the certificate holder for the duration of the Lease. All insurance policies must be submitted to the Franklin City Parks Department prior to the beginning of the season and will remain on file on an annual basis. Nothing herein shall obligate the Lessee to accept any liability beyond that which is provided under the Governmental Tort Liability Act.
11. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
12. **Termination.** This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party at the address listed below; such notice shall take effect at the completion of the current season (Spring or Fall) post season tournament play.
13. **Background Checks.** Lessee shall be responsible for conducting all background checks for any personnel, umpires or coaches they deem necessary for softball programming.
14. Notice.

ADDRESS:

CITY:

City of Franklin

**P.O. Box 305
Franklin, Tennessee 37065-0305
Attn: Lisa R. Clayton, Parks Director
LisaC@franklintn.gov**

ADDRESS:

LESSEE:

**Williamson County, Tennessee
1320 West Main Street, Suite 125
Franklin, Tennessee 37064**

**Williamson County Parks and Recreation
1120 Hillsboro Road
Franklin, Tennessee 37064
Attn: Doug Hood, Director**

Either party may by written notice to the other change the address to which subsequent notice shall be directed.

15. **Indemnification and Hold Harmless.** Lessee will not indemnify, defend or hold harmless in any fashion the City from any claims arising from any failure, regardless of any language in any attachment or other document that the City may provide.
16. **Governing Law.** The validity, construction and effect of this Lease and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the State of Tennessee.
17. **Venue.** Any action between the parties arising from this agreement shall be maintained exclusively in the courts of Williamson County, Tennessee.
18. **Tennessee Open Records Act.** Both Parties are subject to the Tennessee Open Records Act. This may require the Parties to give requested documents to members of the public or press including, but not limited to, a copy of this Lease. Compliance by Parties with the Open Records Act shall not be a breach of the Lease.
19. **Waiver.** No waiver of any provision of this Lease shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
20. **Severability.** Should any provision of this Lease be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Lease.
21. **Accident Report Form.** Lessee agrees it shall submit an Accident Report Form as part of this Lease Agreement. Accident Report Form is to be made available to all affiliated with the Lessee's use of the Softball Complex with instructions on its use and purpose, specifically, that any and all accidents are to be reported on this form and submitted to the Franklin City Parks Department no later than 24 hours of accident.

WILLIAMSON COUNTY:

Rogers C. Anderson
County Mayor
Date: _____

RECOMMENDED:
Department Head

Department: Parks and Recreation
Date: _____

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance
Date: _____

APPROVED AS TO INSURANCE:

Department of Risk Management
Date: _____

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney
Date: _____

FILED IN THE OFFICE OF THE WILLIAMSON COUNTY MAYOR:

CITY OF FRANKLIN:

John C. Schroer
City Mayor
Date: _____

ATTEST:

Eric S. Stuckey
City Administrator

APPROVED AS TO FORM:

Kristen L. Corn
Staff Attorney