



City of

GOLD HILL

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RESOLUTION NO. 20-R-03

**A RESOLUTION APPROVING AND RENEWING GOLD VALLEY LITTLE LEAGUE
LEASE AGREEMENT WITH THE CITY OF GOLD HILL**

WHEREAS, the City of Gold Hill is committed to improving recreational access for all community members; and

WHEREAS, the City of Gold Hill values the efforts made by many volunteers to provide recreational opportunities for the youth of our community and region; and

WHEREAS, the City of Gold Hill wishes to continue to work in partnership with the Gold Valley Little League Association in providing recreational opportunities for youth development; and

WHEREAS, the City with limited recreational facility funding seeks cooperation and support in maintaining recreational activities;

NOW, THEREFORE, THE CITY OF GOLD HILL RESOLVES TO approve the proposed lease with the Gold Valley Little League for a term of 5-years with all the conditions and expectations as outlined in said lease agreement (Exhibit A).

PASSED by the City Council and signed by me in authentication of its passage this 18th day of May, 2020.

Pete Newport, Mayor

ATTEST:

Jessica Simpson, City Recorder

EXHIBIT A

LEASE

LESSOR: The City of Gold Hill, a municipal corporation (hereinafter "City")

LESSEE: Gold Valley Little League, Inc., an Oregon non-profit corporation (hereinafter "League")

LEASED PREMISES: That real estate upon which League currently operates and maintains the existing Gold Valley Little League field, said real estate bordered by Highway 234 on the West, the City Municipal Water Plant on the North, the hard surfaced pathway between the Rogue River and the ball fields on the East, and the Gold Hill City park on the South

DATE: May 18, 2020

RECITALS:

- A. City is the owner of the Leased Premises upon which the League currently maintains and operates a baseball field for Little League baseball activity.
- B. The Leased Premises are not needed for any other public purpose, and the continued use of said Leased Premises, in conformity with this lease, will further the public interest.
- C. League is chartered to develop and maintain a Local League within the requirements of the National Little League Corporation.
- D. The parties desire to maintain the quality of the local league program at its present location.

I.

Agreement to Lease

1.1 Agreement to Rent. City hereby leases to League and League hereby rents from City the Leased Premises. The performance of each covenant and promise of League in this Lease is a condition precedent to League's right to possess the Leased Premises.

1.2 Term. The term of this Lease shall commence as of the 18th day of May, 2020, and continue for a period of five (5) consecutive years.

1.3 Rent. As rental for the Leased Premises, the League will operate a Little League Baseball program for children who live in and around the City of Gold Hill in conformance with the guidelines and regulations established by the National Little League Baseball, Incorporated. League will also perform the other obligations set out in this lease agreement.

1.4 Additional Condition. In addition, prior to July 1, 2020, there will be a review of the property upkeep, maintenance, condition of this lease agreement including the proper placement of water meter and lines by designated representatives of the League and City. A written record will be provided to both parties.

1.5 Additional Conditional. Should player registration numbers continue to drop, making it impossible for Gold Valley Little League to continue to operate, the Board of Directors, with a unanimous vote may end their operation under Little League International and operate under Cal Ripken League and/ or ASA Softball League on the same fields. The terms of this lease would still be valid and transfer to the newly established league, just the same. City Council will be met with and notified of any and all of the conversations and decisions pertaining to this transfer.

II.

Premises

2.1 Use of the Premises. The leased premises shall be used by League solely for the operation of a Little League Baseball Program and activities in support thereof.

2.2 Sponsorship and Advertising Signs. League may install sponsorship signs on the outfield fence in the diamond. League shall have the exclusive right to use the leased premises for the display of advertising signs provided such signs comply with applicable laws.

2.3 Concession Stand. League may install and continue to operate a concession stand, equipment shed, and bleachers on the Leased Premises and League shall have sole control and use of the shed and concession stand at all times.

2.4 Public Address. League may install and maintain a Public Address system on the Leased Premises for use during the Little League games.

2.5 Compliance with Laws. League shall not create or allow any nuisance to exist on the leased premises and shall comply with all statutes, rules, regulations and laws of all municipal, county, state and federal authorities which shall be applicable to the leased premises or the conduct of League's activities on the leased premises.

2.6 Addition of Improvement. League may add improvements to the Leased Premises (such as a sprinkler system) and may relocate existing improvements on the Leased Premises (such as moving the backstop and booth, relocating the left fence, relocating the outfield fence, relocating the dugouts) provided that all such additions and modifications shall comply with the design requirements of National Little League Baseball, Incorporated, as set forth in the regulations and playing rules of said corporation. All permanent improvements including fencing, dugouts, backstops, shall comply with National Little League standards. All alterations and improvements will be done only after obtaining the approval of the City Manager or designee.

2.7 Water. League shall fund/pay for the City to purchase and install a water meter to measure the amount of City water used on the Leased Premises. League will pay City for all water used on the Leased Premises at the then current regular rates.

2.8 Water Line. City shall at all times have access to the City water line that runs through the Leased Premises in order to perform maintenance and repairs thereon.

2.9 Fill Material. The parties contemplate that league will from time to time add a considerable amount of fill material for various improvements to the Leased Premises. All fill material will be added only under the direction and approval of the City. No fill material will be added that would endanger the City water line or hinder the City's access to that line.

2.10 Insurance. During the term of this Lease, League shall provide, at its sole cost and expense, Little League General liability Insurance, in the amount of \$300,000.00 for bodily injury liability and the further amount of \$25,000.00 for property damage liability. City shall be designated as a co-insured under such liability insurance contracts. League will furnish to City a certificate evidencing the fact that such insurance has been obtained and is in full force and effect that City is an additional insured thereunder and that such insurance cannot be cancelled without ten (10) days' prior written notice to the City. League shall also provide vandalism insurance on League's concession stand and equipment shed.

2.11 Repairs and maintenance by League. League at its expense will maintain in good order and repair all portions of the leased premises. League shall also keep and maintain the Leased Premises in a neat, clean and orderly condition at all times.

2.12 Surrender of Leased Premises. Upon the expiration of sooner termination of this Lease, League shall deliver the leased premises and improvements thereon in good order, condition and repair, ordinary wear and tear excepted.

III

Default

3.1 Default – Grounds. A default occurs when there is a failure to perform any of League’s agreements or obligations hereunder, such failure continuing for thirty (30) days after notice thereof from City to league, provided that if such failure cannot be cured within such 30-day period, then League will not be in default hereunder, if League, within such 30-day period, commences curing of such default and diligently and in good faith prosecutes the same.

3.2 Default-Remedies. In the event of default, City, at any time thereafter, may with or without notice or demand declare the term hereof ended and reenter the leased premises or any part thereof (with or without process of law) and expel or remove therefrom League and all parties occupying the same or any of them, using such force as may be necessary to do so, and again repossess and enjoy the same without prejudice to any remedies that City might otherwise have by reason of such default.

IV

Miscellaneous

4.1 Time of Essence. Time is of the essence of each and every term and condition of this Lease.

4.2 Assignment and Subletting. League may not assign this Lease of any interest herein, or sublet the leased premises or any portion thereof, without the prior written consent of City.

4.3 Wavier. The failure of any party to insist on the performance of the terms, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of such party’s right thereafter to enforce such term, agreement or condition, and the same shall remain in full force and effect.

4.4 Successors. The rights, duties and liabilities created herein shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

4.5 Reports. League shall annually present a report to the Gold Hill City Council on the progress and status of the Leased Premises.

IN WITNESS WHEREOF, the parties have executed this Lease agreement as of the date indicated on the first page.

CITY:

LEAGUE:

BY.....

BY.....

Pete Newport, Mayor

Chris Harrington, President

DATE: _____

DATE: _____