

RESOLUTION NO. 28891

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PREMISES USE AGREEMENT WITH HIXSON YOUTH ATHLETIC ASSOCIATION, INC., IN SUBSTANTIALLY THE FORM ATTACHED, FOR THE USE OF THE ATHLETIC FIELDS AND ASSOCIATED BUILDINGS LOCATED AT TAX MAP NUMBERS 100J-A-006, 100J-A-007.01, 100J-A-002.01, AND 100J-A-005, FOR A TERM OF FOUR (4) YEARS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Mayor to execute a Premises Use Agreement with Hixson Youth Athletic Association, Inc., in substantially the form attached, for the use of the athletic fields and associated buildings located at Tax Map Numbers 100J-A-006, 100J-A-007.01, 100J-A-002.01, and 100J-A-005, for a term of four (4) years.

ADOPTED: January 10, 2017

/mem



CITY OF CHATTANOOGA STANDARD PREMISES USE AGREEMENT

1. General Terms. This Standard Premises Use Agreement (“Agreement”) is entered into on the stated Effective Date between the Tenant and Landlord (collectively “Parties”) for use of the athletic fields and buildings (hereafter “Premises”) located at the below stated Premises Address and as more specifically described in the Legal description set forth in paragraph 1 and outlined in red on the Premises Diagram attached hereto as **Exhibit A** and incorporated herein by reference.

Effective Date	
Premises Use Term	The initial Premises Use Term extends for four (4) years from the Effective Date with no renewal options.
Landlord	City of Chattanooga, a Tennessee municipal corporation
Tenant	Hixson Youth Athletic Association, Inc., a not-for-profit corporation registered in the state of Tennessee.
Premises Address	5410 School Drive, Hixson, Tennessee 37343
Tax Map No.	100J A 006; 100J A 007.01; 100J A 002.01 and 100J A 005 as outlined in Exhibit A.
Legal Description	HIXSON JUNIOR HIGH SCHOOL MARY C HAMILL DIVISION N/R; HIXSON JUNIOR HIGH SCHOOL MARY C HAMILL DIVISION N/R GRUBB RD; LT 1 JAY SIMPSON SUB PB 44 PG 301 OUT OF 100J-A-2 FOR 89; HOUSTON HIXSON TRACT NO 7 PB8 PG12 Premises outlined in Exhibit A.
Notice to Landlord	Questions/communication regarding property management shall be directed to: City of Chattanooga Department of Public Works, Parks Division 1250 Market Street, Suite 2100 Chattanooga TN 37402 E: amathis@chattanooga.gov P: 423-643-6163 or 423-643-5956 City of Chattanooga, General Services/Real Property 101 East 11th Street, Suite G4 Chattanooga, TN 37402 Copy to: Office of the City Attorney 100 East 11th Street, Suite 200 Chattanooga, TN 37302 (423) 643-8250

STANDARD PREMISES USE AGREEMENT

Prepared by: City of Chattanooga Office of the City Attorney
100 East 11th Street, Suite 200 | Chattanooga, Tennessee 37402

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Notice to Tenant	Hixson Youth Athletic Association, Inc. Attn: Kevin Wright 1013 Raven Crest Drive Chattanooga, TN 37421 (423)320-0001 hyaafinance@gmail.com pamelasueadcock57@gmail.com
Fair Market Rental Value Calculation	Ten thousand dollars and 00/100 (\$10,000.00). FMRV is based on an estimate of 200 days (games and/or practice) and a field rental rate of fifty dollars (\$50.00) per day, per field for leagues/games and fifty dollars (\$50.00) per two (2) hour practice session per field.

2. **Term.** Tenant and the Landlord agree that the Tenant may enter and use the Premises for the Term set forth in paragraph 1.
3. **Fair Market Rental Value and Payment Terms.** Tenant agrees to pay annual rent in the amount of one dollar (\$1.00) and fulfill certain other responsibilities as more fully described in the Management and Operations Obligations in **Exhibit B** attached hereto and incorporated herein by reference.
4. **Control.** In rendering the Premises to Tenant, Landlord does not relinquish the right to control the management thereof, or to enforce all the necessary and proper rules for the management in operation of the Premises outlined in this Agreement and set forth in **Exhibit B**. Landlord, its designated agents, employees and managers on duty, may enter the Premises at any time and on any occasion. Landlord reserves the right to have ejected any objectionable person or persons from the Premises, and upon the exercise of its authority, the Tenant hereby waives any right and all claims for damages against the Landlord. Tenant is prohibited from adding or removing locks without prior written approval of the Landlord.
5. **Code of Conduct.** Tenant has read and agrees to adhere to any and all Codes of Conduct and/or Premises Rules and Regulations that may be specific to the Premises as may currently exist or be adopted during the term of this Agreement.
6. **Waste.** Tenant shall commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the Premises.
7. **Indemnification.** Tenant shall indemnify, hold harmless, protect and defend Landlord, and its officials, employees, administrators, successors or assigns (the "Indemnified Parties") for and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorney's fees (the "Indemnified Matters"), directly or indirectly, arising out of any property damage or loss, bodily injuries, sickness, disease or death, in connection with the Tenant's use of the Premises or from any violations of all laws, including, without limitation, copyright laws, by every person connected with Tenant's occupancy

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and use of the Premises covered by this Agreement. Tenant's indemnification obligations under this Indemnification paragraph shall apply whether the Indemnified Matters are due in part to the contributory fault or negligence of the Indemnified Parties or others; provided, however, that Tenant shall not be obligated to indemnify the Indemnified Parties for the Indemnified Parties' respective primary negligence. Tenant's defense obligations under this Indemnification paragraph shall be with attorneys approved by Landlord. Notwithstanding anything in this Agreement to the contrary, the provisions of this Indemnification paragraph shall survive any expiration or termination of this Agreement and each Party shall remain obligated to the other Party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement.

8. Insurance. Tenant agrees to obtain and keep in full force and effect the following insurance policies:
 - a. General Liability. General liability insurance with a company licensed to do business in Tennessee with a minimum limit of not less than \$1,000,000.00 for bodily injury, personal injury and property damage. In the event said general liability insurance contains general aggregate limit, it shall be no less than two times the per occurrence limit. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to participants in any event held by Tenant on the Premises, legal liability activities or issues related to occupancy by Tenant of the Premises.
 - b. Abuse and Molestation. Tenant shall maintain a policy of insurance covering physical abuse and sexual molestation with coverage of no less than \$1,000,000.00 combined single limits, per occurrence and aggregate. Said coverage shall be maintained for the term of the Agreement, any optional renewals and for a period of one year following the termination or expiration of the Agreement. Said coverage must contain no sub-limits and apply to all Tenant employees, agents, contractors, and volunteers.
 - c. Additional Insured. Tenant shall furnish the Landlord with a Certificate of Insurance naming the Landlord as an Additional Insured for general liability and abuse and molestation coverage and certifying that insurance heretofore required is in force and will remain in full force and effect during the term of this Agreement. The Certificate Holder shall be listed as the City of Chattanooga, General Services/Real Property, 101 East 11th Street, Suite G4, Chattanooga, Tennessee 37402. Such insurance must be on file with the Department of General Services and approved by Landlord prior to occupancy of the Premises by Tenant.
9. Law Observance. Tenant agrees that every person connected with the Tenant's occupancy and use of the Premises covered by this Agreement shall abide by, conform to and comply with all the laws of the United States of America, State of Tennessee, ordinances of the City of Chattanooga and Hamilton County, Tennessee, and the rules and regulations of the Landlord for management of the Premises. Tenant will not do or allow to be done anything on the Premises during the Term of this Agreement in violation of any such laws, ordinances, rules or regulations, and if the attention of the Tenant is called to any such violation on the part of the Tenant or any person employed by or admitted to the Premises by Tenant, shall agree to immediately desist from and correct the violation.
10. Fire and Casualty. In the event that the Premises or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the Landlord impossible, including without limitation

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thereto, the requisitioning of the Premises by the United States government or any arm or instrumentality thereof, or by reason of labor disputes, this Agreement shall terminate and the Tenant shall provide the in-kind services set forth in this Agreement only up to the time of such termination at the rate herein specified and the Tenant hereby waives any claim amount in addition thereto.

11. Responsibility for Tenant's Property. Landlord assumes no responsibility for any property placed on the Premises by Tenant, and the Landlord is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the occupancy of the Premises. In the event that Tenant erects any temporary or permanent structure on the Premises, including but not limited to, fencing, Landlord reserves the right to remove said structures in the event any safety issue arises.
12. Alterations and Defacement.

12.1 Alterations. The Association is permitted to make certain improvements, additions, and fixtures to the premises subject to the following conditions:

- (a) All improvements, additions, appliances, fixtures, and all other property whatsoever kind or nature that is affixed to the property or becomes attached to and a part of the land, shall belong to the Landlord.
- (b) The Landlord may, at its discretion, request the Tenant remove any alterations at the expiration of this Agreement.
- (c) If Tenant desires to make improvements to the Premises, it shall be required to submit a detailed description of the improvements to be made to Landlord including a timeline of when the work to perform said improvements shall occur (the "Tenant's Plan"). The Tenant's Plan shall be subject to Landlord's written approval. Landlord's approval of Tenant's Plan shall in no event, unless expressly set forth in such approval, be deemed to create any obligations on the part of the Landlord to do any work or make the improvements or to authorize Tenant to make any further additions, improvements, or alterations to the Premises.
- (d) In the event Landlord approves Tenant's Plan, and the cost of executing said plan is estimated to cost ten thousand dollars (\$10,000.00) or greater, the Parties shall execute an amendment to this Agreement setting forth the obligations of the Tenant with respect to the construction of improvements in accordance with Tenant's Plan, which shall be attached as an exhibit to the Amendment.
- (e) All work to perform certain alterations should occur during the off season as designated by the Landlord to minimize disruptions to use of the Premises.

12.2 Defacement. Absent written approval by Landlord of Tenant's plan to to undertake certain alterations, Tenant shall not injure, mar, or deface the Premises and shall not cause or permit anything to be done whereby the Premises shall be in any manner injured, marred or defaced. Nor shall the Tenant drive or permit to be driven, any nails, hooks, tacks, screws or bolts, in any part of the Premises. Nor shall Tenant make or allow to be made any alteration of any kind therein or thereon, nor tape any adhesive tape or stickers at any location therein. If the

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Premises, during the Term of this Agreement, shall be damaged by the act, default or negligence of the Tenant, or by the Tenant's agents, employees or any persons admitted to the Premises by Tenant, Tenant shall pay to Landlord, upon demand, such sum as has been documented and shall be necessary to restore the Premises to its original condition, ordinary use and wear accepted.

13. Care of Premises. Tenant agrees to cause the Premises to be kept clean, orderly and generally cared for during the term of this Agreement. Tenant further agrees to immediately notify Landlord of damage and/or heavy wear to the premises, including all structures, lighting, storm water components and general site work.
14. Tenant Default. Tenant shall be in default under this Agreement if any of the following occur:
 - a. Tenant fails to carry out the obligations described in **Exhibit B** when the same are required to be performed.
 - b. Tenant or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant or condition contained in this Agreement and Tenant fails to commence a cure thereof within five (5) business days after Tenant has been served with written notice of such default; or Tenant makes a general assignment for the benefit of creditors.
15. Landlord Default. Landlord shall be in default under this Agreement if Landlord fails to perform or fulfill any term, covenant, or condition contained in this Agreement; and Landlord fails to commence a cure thereof within five (5) business days after Landlord has been served with written notice of such default. Nothing contained herein shall be construed as excusing either party from diligently commencing or pursuing a cure within a lesser time if reasonably possible. Notwithstanding the clauses above, if the breach by Tenant or any of its officers, directors, employees or agents of such other term, covenant or condition, is such that it threatens the health, welfare or safety of any person or property, then Landlord may, in its discretion, require that such breach be cured in less than five (5) business days or immediately.
16. Termination by Reason of Default. Upon default pursuant to paragraph 15, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate this Agreement and obligations of the Parties with respect thereto.
17. Injunctive Relief. In addition to any other remedy available at law, equity, or otherwise, Landlord shall have the right to seek to enjoin any breach and to obtain specific performance of this Agreement by Tenant upon meeting its burden of proof of such breach or threatened breach, as required by applicable statute or rule of law.
18. Condition of Premises. Landlord makes no representation or warranty of any kind (express or implied) regarding the suitability of, or compliance with applicable laws by, the Premises, as maintained, for any aspect of the Tenant's intended use. Accordingly, Tenant acknowledges and agrees that it has made an adequate investigation and inspection of the Premises and its own determination regarding the suitability thereof for Tenant's intended use. **TENANT FURTHER ACKNOWLEDGES AND AGREES THAT THE PREMISES SHALL BE DELIVERED BY LANDLORD TO TENANT "AS IS," "WHERE IS," AND "WITH ANY AND ALL**

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FAULTS," AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND (EXPRESS OR IMPLIED), INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS AND WARRANTIES AS TO THE MARKETABILITY AND FITNESS FOR USE OF ANY PARTICULAR PURPOSE, AND SHALL BE USED BY TENANT AT TENANT'S OWN RISK. Tenant is responsible for any and all destruction of any portion of the Premises by the general public or Tenant's invitees onto the Premises during the duration of this Agreement.

19. Safety and Security. Notwithstanding anything contained in this Agreement to the contrary, Landlord undertakes no obligation whatsoever for the safety or security of any property or person, including, but not limited to, Tenant, or any of the employees, agents, representatives, participants, invitees, or attendees of Tenant for use of the Premises.
20. Return of Facility. Tenant shall return the Premises to Landlord upon the expiration or earlier termination of this Agreement in the same condition as when received and shall reimburse Landlord for any and all documented costs, expenses, charges, or fees incurred in the repair or replacement of damage to the Premises as a result of the acts or omissions of the Tenant, or the employees, agents, representatives, participants, invitees or attendees of Tenant.
21. Assignments. Neither this Agreement nor any other rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Tenant without the prior written consent of City.
22. Notices. Any notice, consent or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the Party for whom intended; (ii) upon delivery by an overnight courier service that is generally recognized as reliable, and the written records maintained by the courier shall be *prima facie* evidence of delivery; or (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid as of the date shown by the return receipt, in any case addressed to such party as identified in the Notice section in paragraph 1, or as a party may designate by written notice given to the other party in accordance therewith.
23. Discretionary Matters. Any decision affecting any matter not expressly provided for in this Agreement shall rest solely within the discretion of the Landlord.
24. Surrender of Facility. Tenant agrees to quit and surrender up Premises to the Landlord at the end of the Term in the same condition as at the Effective Date of this Agreement.
25. Smoking. The Parties understand and agree that smoking is not allowed inside any building on the Premises. Any outside area designated by Tenant for smoking must be at least fifty (50) feet from the entrance of any building.
26. Attorneys' Fees and Litigation Expenses. If Tenant defaults in the provision of services or any charge for which Tenant is liable hereunder or in the performance of any obligation on the part of Tenant to be performed under this Agreement, then in such event, Tenant covenants and agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in the enforcement of Landlord's rights hereunder.

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27. Force Majeure. If any portion of the Premises is damaged by any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of Landlord, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, terrorist acts, strikes, labor disputes, failure to pay utilities or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, Landlord is hereby released by Tenant from any damage so caused thereby.
28. Annual Reporting Requirements; Appropriation of Funds. Tenant shall comply with all federal, state, and local laws governing annual reporting requirements of Tenant's business affairs and transactions, which includes, but is not limited to, compliance with T.C.A. § 6-54-111 and Chattanooga City Code Sec. 2-526 as to City of Chattanooga appropriations, outlining the procedures for receiving appropriations from governmental entities. All reports required by state and local law shall be submitted by March 1 of each year during the term of this Lease and any holdovers or extensions. During the term of this Lease, Tenant must, within ninety (90) days of the end of each fiscal year, submit to Landlord a copy of its annual audited financial report for that fiscal year. For the purposes of this Section, the amount of funds deemed appropriated to Tenant shall be based upon a fair market rental value as stated in the Fair Market Rental Value Calculation in paragraph 1. By January 1 of each year, Tenant shall submit a prioritized capital request list that includes cost estimates and perhaps any funding they have raised to assist with any requested item.
29. Audit Provisions. The term "Tenant" is used interchangeably to describe signatories to contracts, grants, and agreements with Landlord and applies to reflect the relationship with Landlord (i.e. Contractor, Licensee, Supplier, Vendor, Grant Recipient, etc.).
- a. Landlord or its assigns may audit all financial and related records, in whatever form, associated with the terms of this Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by Tenant. Landlord may further audit any Tenant records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the Agreement) or to identify conflicts of interest;
 - b. Tenant shall at all times during the term of this Agreement and for a period of seven (7) years after the end of this Agreement, keep and maintain records of the work performed pursuant to this Agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by Tenant. Documents shall be maintained by Tenant necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. Tenant, shall at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by Landlord at all reasonable times and without prior notice;
 - c. The obligations of this section shall be explicitly included in any subcontracts or agreements formed between Tenant and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of Tenant's obligations to Landlord;

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- d. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by Landlord unless the audit identifies significant findings that would benefit Landlord. Tenant shall reimburse Landlord for the total costs of an audit that identifies significant findings that would benefit Landlord; and
- c. This section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which Landlord may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

- 30. Governing Laws. This Agreement shall be governed by the laws of the State of Tennessee.
- 31. Entire Agreement. The Parties agree that all of the Agreement is fully set forth herein and that no oral statements or representations of any kind have been made upon which either party shall have the right to rely. This shall not limit the Landlord from imposing any reasonable additional rules or regulations which may be necessary in the best operations of the Premises.
- 32. Non-Discrimination. Tenant shall not discriminate against any patron, employee or invitee because of race, color, age, religion, sex, national origin, disability, or pregnancy. Further, Tenant shall take affirmative action to ensure that patrons and employees are treated without regard to their race, color, age, religion, national origin, sex, disability, or pregnancy.
- 33. Independent Contractor, No Partnership. For purposes of this Agreement, the Landlord and Tenant shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, Landlord or Tenant a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between any of the Parties hereto or referred to herein. Notwithstanding, nothing in this Agreement precludes the Parties from partnering in the future and entering into a partnership agreement independent of this Agreement.
- 34. Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights or elections, will not prejudice such party from later enforcing or exercise the same or any other provisions, rights, or elections which it may have under this Agreement.
- 35. Binding Agreement. This Agreement shall inure and bind to the benefit of and be binding upon all Parties hereto, their heirs, successors, and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the Effective Date.

Attest:	CITY OF CHATTANOOGA, TENNESSEE
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CITY OF CHATTANOOGA STANDARD PREMISES USE AGREEMENT

	By: Name/Title: Andy Berke, Mayor
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Attest	HIXSON YOUTH ATHLETIC ASSOCIATION, INC.
	By: Name/Title:



Printed: Jul 13, 2016



Exhibit A - Premises Diagram
City Owned Parcels Outlined in Red (100J-A-006, 100J-A-007.02 and 100J-A-002.01)
Parcel Leased by City from Hixson United Methodist Church Outlined in Blue (100J-A-005)

Disclaimer: This map is to be used for reference only, and no other use or reliance on the same is authorized. Parcel lines are shown for reference only and are not intended for conveyances, nor is it intended to substitute for a legal survey or property abstract.

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CITY OF CHATTANOOGA STANDARD PREMISES USE AGREEMENT

Exhibit B

Description of Management and Operations Obligations

Landlord Management and Operations responsibilities		
Landlord agrees to perform the management and operations responsibilities outlined below.		
Activity	Term	Frequency
Mow playing fields. Tenant to provide preseason, regular, postseason and tournament schedules at least one month prior to the start of each in order to facilitate mowing scheduling.	April-October	Weekly
Mow playing fields.	November-March	As needed
Repair fencing deemed by Landlord to be significantly damaged or worn. All repairs subject to availability of funds.	Year round	As needed but subject to availability of funds.
Coordinate maintenance and repairs to facilities, structures, lighting, storm water components and general site work.	Year round	As needed
Pay water and electric utility expenses	Year round	As billed
Pay water quality fees	Year round	As billed
Assist with litter and debris on the grounds outside of the playing surfaces and the hard surfaces directly around playing fields.	Year round	As needed
Provide receptacles for recycling collection. City recycling program will monitor and service receptacles.	Year round	Weekly or as needed
Select fields to renovate at each site. Renovations to include adding or removing infield mix, tilling, regrading, and rolling. Other turf maintenance may also be performed between seasons.	In between seasons.	Annually.
Tenant Obligations		
In exchange for leased space Tenant agrees to fulfill the obligations described below.		
Activity	Term	Frequency

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Schedule and supervise the recreation and related activities at the Facility.	Year round	As needed
Purchase supplies for, clean and operate concession stands.	Year round	As needed
Remove litter from facility grounds.	Year round	Weekly (minimum) but as needed.
Service refuse receptacles. Provide and service all dumpsters.	Year round	Weekly (minimum) but as needed.
Replace liners in refuse receptacles.	Year round	Weekly (minimum) but as needed.
Monitor City recycling receptacles. Tenant will ensure only recyclable materials are disposed in receptacles.	Year round	Weekly (minimum) but as needed.
Provide routine infield maintenance, including but not limited to dragging and/or raking, edging, batter's box and pitching mound repair, lip maintenance. Addition of infield conditioner as needed. See "Field Maintenance Guidelines" attached hereto as Exhibit C .	April through October	Weekly
Provide routine infield maintenance, including but not limited to dragging and/or raking, edging, batter's box and pitching mound repair, lip maintenance. Addition of infield conditioner as needed. See attached field maintenance guidelines.	November through March	Monthly
Line playing fields before scheduled games	April through October	No more than five (5) days before game
Monitor wear and tear to grounds, facilities, structures, stormwater components and general site work. Tenant to provide to Landlord notification in writing of any issues that need to be addressed.	Year round	As needed
Make adjustments to any fence gates that fail to swing freely.	Year round	As needed
Purchase supplies and stock all restrooms	Year round	As needed

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Clean restrooms.	Year round	Weekly (minimum) but as needed.
Manage Concessions.	Year round	As needed

EXHIBIT C

CITY OF CHATTANOOGA PUBLIC WORKS, PARKS DIVISION

BALL DIAMOND FIELD MAINTENANCE GUIDELINES

1. **IF IT'S TOO WET TO PLAY, DON'T PLAY!** Using the ball field when it's too wet ruins the grade of the infield, makes "bad hop" holes and ankle twisters and compacts the soil in the turf areas, and most importantly - leads to unsafe playing conditions. SEE ATTACHED WATER REMOVAL TECHNIQUES AND TIPS
 - a. **NEVER, EVER USE KITTY LITTER OR WOOD SHAVINGS/DUST** to dry up wet spots. Calcined or vitrified clay conditioner can be used in small amounts, marketed under the brand names Turface, Pro's Choice, Diamond Pro, Rapid Dry, Profile, these are the most common products used to assist with wet infield conditions. These products should be used judiciously for two reasons: they are an expense to the program and they change the properties of the infield mix when used abundantly. **If it takes more than 3 bags to get a field ready, it is too wet!** If in doubt, reschedule the game. It is easier to make up a 1 1/2 hour game, than it is to spending days repairing the field.
 - b. **NEVER, SWEEP INFIELD MATERIAL INTO THE GRASS!** If you find a "birdbath" or puddle after a rain, please take care not to sweep or remove infield material. This will only worsen the problem the next rain. This also will kill and choke off the grass and create a "lip" where the infield mix meets the grass.
2. **RAKE LOOSE INFIELD MIX BACK INTO BATTER'S BOX HOLES, BASE SLIDE AREAS, PITCHER'S RUBBER PUSH-OFF AND LANDING AREA AND DUG OUT INFIELD AREAS!** If a hole or depression is present, what came out of it is usually there right next to the hole — Rake it back in! Yes, this takes some effort and you may break a sweat. If you rake a little at a time and tamp it in one small layer at a time (1/2" or less) it will pack in just fine. If you try to do it all at once, chances are you will never get it packed tight enough. If we're in a long dry spell it may be necessary to add a little water, mix it in a little at a time. You'll find this will help it pack a little firmer. Remember, if your players are "digging in" at home plate they have to run out of that same hole and also run over it or slide over it to reach home.
3. **NEVER DRAG UP TO THE EDGE OF THE GRASS!** If you drag the field, please pull the drag up to about 6"-12" before the grass edge. If you drag right up to and into the grass edges, you create an unsafe "lip". See attached infield grooming techniques.
4. **NEVER DRAG THE DRAG OFF THE INFIELD AND INTO THE GRASS!** This will kill and choke off the grass and create a "lip" in the grass. Pick it up and lift it off the infield; rake the remnants back out into the infield areas. See attached infield grooming techniques.
5. **DO NOT USE LIME TO LINE THE OUTFIELD FOUL LINES!** This creates a buildup causing dead grass and unsafe "lip" conditions. If you require lines, please use white paint.

6. **WHERE PRESENT, PLEASE REMOVE BASES CAREFULLY (THIS INCLUDES BASE PLATES ON THE BREAKAWAY BASES) AND ALWAYS REPLACE BASE PLUGS.** Base plugs have been a continuous problem of being misplaced, stolen, forgotten etc., and when absent cause potential safety concerns. Please do not forget this important step. Remember that these are public fields and we need to keep them safe for all Chattanooga Residents.

7. **NEVER, UNDER ANY CIRCUMSTANCES DRIVE YOUR PERSONAL VEHICLE (CAR/TRUCK/SUV/LAWN MOWER) OFF PARKING LOTS ON TO ANY TOWNSHIP GRASS AREAS.** This causes soil compaction and creates "ruts" on the fields when conditions are wet. Soil compaction reduces the circulation of airflow through the soil, which is needed for healthy turf growth.

8. **NEVER USE HERBICIDES OF ANY KIND ON ANY FIELD WITHOUT WRITTEN APPROVAL BY PARKS DIVISION!** Only properly licensed Chattanooga Parks personnel or contracted service providers may make these applications due to liability and Department of Environmental Protection regulations. If there is a turf problem, contact your president and he/she will make the contact to the Parks Division notifying of the problem.

9. **PLEASE PICK UP ALL LITTER IN THE BALLFIELD/DUGOUT AREAS BEFORE YOU LEAVE.** All coaches should police the area for trash and place in designated trash receptacles after each and every game/practice. All fields should have trash and recycling receptacles near the player benches. If not, please notify the Parks Division. Youth Associations are responsible for all litter pickup. Please remove overflowing trash to the dumpster. Failure to follow this simple park rule could result in loss of field privileges.

10. **DO NOT HIT BALLS INTO THE FIELD FENCING FOR PRACTICE OR SOFT-TOSS!** This activity damages the chain link mesh causing it to stretch and create a concave appearance. This causes the fence to curl up from the bottom allowing balls to pass underneath. Use a "Soft-Toss" net for this activity.

WATER REMOVAL TECHNIQUES FOR SKINNED INFIELDS

The most important mistake to avoid is the removal or movement of infield mix. A level field will drain better and have fewer puddles. Low spots or depressions catch and hold water **EVERY TIME!** If there's standing water on 5% of the infield, it's **TOO WET** for play! If your shoe leaves an impression like these, it's **TOO WET** for play!

Use a pump to remove puddles.

1. Dig a hole and place the field mix out of your way.
2. Let the water drain into the low spot you've created.
3. Use the pump to move the water into a bucket.
4. Empty the bucket outside of the playing field into a drain.

5. Replace the field mix into the hole and level with a rake.

For small or shallow puddles, use a water absorbent pillow.

1. Allow the absorbent material to soak up the water.
2. Have a bucket nearby to wring out the pillow or sponge.
3. Empty the bucket of water off the field of play into a drain.

After the standing water has been removed, use a rake or nail drag to loosen the infield mix so it will dry more quickly. Allow time to air dry.

DO NOT Use These Methods on Wet Fields!

DO NOT use brooms to disperse puddles.

DO NOT sweep a puddle into the grass.

DO NOT remove muddy infield mix from the field.

All of these unfortunate techniques move infield material and leave a depression or low spot that will hold water every time it rains.

Steps for Applying a Drying Agent

1. First remove as much water as possible using the pump or pillow method.
2. Use a spreader, shovel, or hand to evenly apply a thin layer of the drying agent.
3. The material may be lightly incorporated using a rake or left on top of the infield mix.

INFIELD GROOMING TECHNIQUES

1. Remove the bases and plug the base anchor sleeve before beginning any operations.
2. **Vary the dragging pattern every time the field is groomed.**
 - a. <http://www.diamondpro.com/Content/downloads/dimensions-softball-drag-patterns.pdf>
 - b. <http://www.diamondpro.com/Content/downloads/dimensions-baseball-drag-patterns.pdf>
3. Scarify the field with a nail drag or needle tines.
4. Finish groom the field with a drag mat or broom. Go slowly!
5. When finished dragging, stop 5 to 6 feet before the edge of the skin and lift the drag. Shake any excess field mix off before exiting the field.
6. Exit the field in a different location each time to prevent build-up of infield mix in one location.
7. Hand rake out the pile left from the field drag.
8. Hand rake: base paths end-to-end, home plate, and the back radius of the infield.

DO NOT pull the nail drag or mat into the grass for any reason.

DO NOT take a nail drag or mat within 24" of the grass edge. Only hand rake edges to prevent lips from forming.

DO NOT take a nail drag over home plate.

DO NOT drive the nail drag or mat down base paths or around home plate on baseball diamonds with a grass infield.

Skinned Infield Leveling

Baseball and Softball fields are designed with a specific slope to drain water from their surface. Underground drain pipes are virtually useless and rarely installed on ball fields. Keeping the infield slope correct will prevent puddling and therefore field closures. Players sliding, mechanical field groomers, and other factors contribute to un-level skinned infields. **A diligent approach to correcting high or low spots is the most important task of a field manager.**

For small areas, use a leveling rake.

1. Pull the material from a high spot and deposit it in a low area.
2. If the infield mix is dry, wet the leveled area and compact it with a tamper or the grooming machine tires. Otherwise, it will not stay in place.

For medium sized areas, use the leveling attachment of the grooming tool.

1. Remove the bases and plug the base anchor sleeve.
2. Loosen the field material with a nail drag or needle tines.
3. Make sure the leveler is NOT in the float position.
4. Make wide sweeping turns in several directions over the area that needs to be leveled.
5. If the infield mix is dry, water the area and compact it with the tires of the grooming machine. Otherwise, it will not stay in place.

For large areas or storm washouts, a box blade attachment works best. This should be coordinated with the Parks Division or outside contractor.

CLAY REPAIRS

Clay surfaces provide very solid, firm footing and better wear characteristics than regular infield mix for high wear areas like the pitching mound and batter's box. Making a clay repair is similar to making a repair with regular infield mix. The biggest difference with clay is that it must **NOT** be contaminated with any regular infield mix. Pitching mounds and batter's boxes should be repaired every time they are used.

Techniques for Clay Repairs

1. Dig out and discard all loose material including infield mix, clay chunks, and field conditioners in and around the area to be repaired.
2. Sweep the area free of all minor bits of loose debris and place to the side.
3. Wet the existing clay with a flower watering can, hand held sprayer, or hose nozzle with a fine spray pattern. Add new clay and compact in 2" layers. Working with clay can be tricky so follow these pointers:
 - a. The new clay must have enough moisture content to stick to the underlying clay base that has been moistened. Otherwise, the new clay will pop out of place and create a hazard. The water is the glue!
 - b. If the clay is too sticky, wrap the tamper plate in a garbage bag to alleviate the problem.
 - c. Shredded, bagged clay is very easy to work with and store. It is excellent for small daily repairs.

- d. Unfired clay bricks are great for large scale renovations and can be purchased by the pallet. Long term storage is not practical for bricks.
4. Add approximately ½” of new field conditioner over the repaired clay area.

GRASS EDGE/LIP MAINTENANCE

Regular maintenance where the skinned infield meets the grass edge will prevent the formation of a lip. After wet playing conditions, the most common player injury occurs from bad ball bounces. Lips are a major contributor to this type of player injury. Lips at the grass edge are also the primary barrier to water exiting the skinned part of the field. Water trapped on the skin will force cancellations and field closures.

Techniques for Maintaining the Grass-to-Skin Edge

- A manual or motorized edger can be used as frequently as preferred to keep edges looking crisp. Monthly edging is recommended.
- Neatly rake all grass clippings out of the infield mix when edging is complete.
- Sod should be purchased and installed if edges are significantly deteriorated.
- Sod installation should only be undertaken in the early spring or fall for tall fescue or late spring/summer for Bermuda grass
- Sod will usually require hand watering for the first year.
- The Parks Division or an outside contractor should be contacted if sod installation is desired.

Weekly Maintenance to Prevent Lips

- Use a backpack blower or power broom to push displaced material back into the skinned infield. This method works best when the infield mix is dry.
- Use a spring-tine leaf rake or broom and move the material back into the skinned infield. Use a leveling rake to distribute the material when edge maintenance is complete.
- Use a hose with a jet nozzle to wash the infield mix back to the skinned infield. Note that this method should only be performed when ample time is available for the skin to dry.

FOLLOWING THESE SIMPLE GUIDELINES WILL ONLY IMPROVE FIELD CONDITIONS MAKING THEM SAFE AND ENJOYABLE FOR PLAYERS, PARENTS AND RESIDENTS.

Involving players and parents in these procedures will also help them gain respect and consideration for the next team or Chattanooga resident who plays on the fields.