

ORDINANCE NO. 2020 - 26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUERO, TEXAS, AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BY THE MAYOR TO CUERO LITTLE LEAGUE, INC.

WHEREAS, Cuero Little League, Inc., a Texas Non-profit Corporation, has requested that the City of Cuero, a Municipal Corporation, lease the municipal little league fields, woman's softball field and complex owned by the City, to the Cuero Little League, Inc.;

WHEREAS, the City Council of the City of Cuero finds that the lease provides for sufficient retention of control by the City over the land and the lessee and that there is no improper delegation of municipal power; and

WHEREAS, the City Council of the City of Cuero finds that the use of the land to be leased is for a purpose as is maintained by the City of Cuero; there being no change in the use of the said land("parkland"); and

WHEREAS, the City Council of the City of Cuero has reviewed the lease agreement and has approved same in all respects; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CUERO, TEXAS:

The City of Cuero by and through the Mayor execute a lease agreement in the form attached hereto as Exhibit "A" of the municipal little league fields, woman's soft ball field and complex, and in and a part of the Cuero Municipal Park, together with the facilities situated thereon to Cuero Little League, Inc.;

That all terms and conditions are as provided in the Attached Exhibit "A".

That the baseball season is beginning and as such it is necessary that this Ordinance be adopted immediately in order to allow this lease agreement to be in effect for the baseball season. Such facts constitute an emergency for the preservation of the public health, safety, and business demanding that the Rule which requires ordinances to be read at more than one meeting of the City Council be and the same is hereby suspended and this Ordinance shall take effect immediately upon and after its passage on first reading.

UPON MOTION OF COUNCILMEMBER _____, SECONDED BY COUNCILMEMBER _____, THAT THE ORDINANCE BE PASSED ON THIS EMERGENCY READING THE 28th DAY OF SEPTEMBER 2020. AYES: NAYES: MOTION CARRIED.

Sara Post Meyer, Mayor

ATTEST:

Jennifer Zufelt, City Secretary

EXHIBIT "A" LEASE - CITY OF CUERO WITH

CUERO LITTLE LEAGUE, INC.

THE STATE OF TEXAS

COUNTY OF DEWITT

The MEMORANDUM OF LEASE AGREEMENT made and entered into this 28th day of September 2020, by and between the CITY OF CUERO, hereinafter called "City," and CUERO LITTLE LEAGUE, INC. hereinafter called "Little League,"

WITNESSETH:

1. City hereby leases and lets to Little League and Little League hereby accepts and rents from City the following:

In Cuero Municipal Park, located off Martin Luther King Dr. the three (3) little league playing fields and the one(1) women's softball field (four fields contiguous to each other) with each field's concession stands, announcer's booths and parking area;

2. The term of this lease is TWO (2) years commencing October 1, 2020, and terminating September 30, 2022, unless either City or Little League give notice to the other on or before September 30th of each year of the contract, that it does not wish to extend this lease for such additional term.
3. The leased premises shall be used only as a Little League baseball playing field, Tee-Ball playing field and women and men's softball and for no other purpose whatsoever. In this connection, Little League expressly covenants and agrees to operate said leased facilities in accordance with law and without discrimination against any person on account of race, color, or religion. Little League shall and will encourage participation in the Little League program by all eligible children without regard to their race, color, or religion.
4. Little League shall at its own expense maintain the said premises, including the fences, dug- outs, in-field, out-field, and other improvements thereon, except the sprinkler system in good condition and state of repair during the Little League season, from March to July and during the months of September, November and January. The City of Cuero agrees to keep the three (3) little league fields and women's softball field mowed throughout the year. Little League agrees to keep the fences clear of weeds and grass and prevent unsightly growth of weeds and grasses. Any improvements made to or erected on the said leased premises by Little League during the term of this lease shall be and remain the property of the City.
5. The bleachers belong to the City, and City intends to permit the use of

such bleachers for Little League games during the season, nevertheless the City reserves the right to move said bleachers and to use and permit the use of said bleachers for other purposes from time to time as City elects. The maintenance of such bleachers shall be at the expense of City. The Little League concession stand is located on Municipal Park property and in the leased area; such concession stand shall be maintained by the Little League.

6. LITTLE LEAGUE AND ITS AGENTS AND ASSIGNS SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY OF CUERO AND ITS AGENTS, OFFICERS, ELECTED OFFICIALS, EMPLOYEES AND ASSIGNS FROM ANY DAMAGES OR LIABILITIES FROM ANY ACCIDENT OR INJURY TO PARTICIPANTS OF ANY ACTIVITIES OCCURING ON THE LEASED PREMISES SPONSORED BY LITTLE LEAGUE. THE CITY SHALL NOT BE LIABLE TO LITTLE LEAGUE OR ITS AGENTS, EMPLOYEES, OFFICERS, LICENSEES, INVITEES, CLIENTS OR ANY OTHER PERSONS USING THE SAID PREMISES FOR DAMAGES SUSTAINED EITHER TO PERSON OR PREMISES AND LITTLE LEAGUE SHALL SAVE AND HOLD CITY HARMLESS FROM EVERY CLAIM, DEMAND, LIABILITY, DAMAGE (PERSONAL AND PROPERTY) OR CAUSE OF ACTION ARISING OUT OF ANY SUCH INJURY OR DAMAGE. LITTLE LEAGUE WAIVES ALL CLAIMS AGAINST THE CITY AND RELEASES THE CITY FROM ANY LIABILITY, BASED ON ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO FRIENDS OR ANY THIRD PERSON.

7. **Maintain the insurance coverages described in Exhibit "A", Insurance Addendum to Lease.**
8. **Little League** will require all teams playing on the lease premises to provide Little League with proof of team liability insurance as well as waivers of liability signed by team members.
9. Little League acknowledges that the Cuero Independent School District will also use the women's softball field. Little League will make every effort to cooperate with the Cuero Independent School District in using said field. Any disputes will be worked out with the School over use of the field, if possible.
10. Any amendments, deletions or additions to this agreement shall be in writing and signed by both parties.
11. This lease may not be assigned without the consent of the other party.
12. **This lease may be terminated anytime by either party upon 30 days' written notice to the other party.**

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE 28TH DAY OF SEPTMBER 2020, TO HAVE AN EFFECTIVE DATE OF OCTOBER 1, 2020

Lessor:

CITY OF CUERO

By: _____
Sara Post Meyer, Mayor

ATTEST:

Jennifer Zufelt, City Secretary

Little League/Lessee:

By: _____

Attest:

Secretary

EXHIBIT A
INSURANCE ADDENDUM TO
LEASE

