

TOWN OF
DANVILLE
PARKS & RECREATION

PARK BOARD AGENDA

Wednesday, February 21, 2024
@ 5:30pm in Danville Town Hall

- I. Call Meeting to order
- II. Pledge of Allegiance
- III. Determination of Quorum
- IV. Consideration of Minutes
- V. New Business
 - 1. League Contracts
 - 2. Waiver
 - 3. Train Station light touch up
 - 4. Internship Fair

- VI. Old Business
 - 1. Hiring – BH Coordinator – Paige Meredith 7 Content Manager – Lisa El-Ghirani
 - 2. Rec Update –Ping Pong, Candy Grams, March Madness, Galantines Day
 - 3. Football Tower – Finished Electrical, Field Goals, Scoreboards and AV.
 - 4. GFAC Update –Hiring, Re Requesting Funds, Painting is on hold.
 - 5. DAC Update – Prep HVAC, Conference, Entry Move, Locker Room Remodel
 - 6. Trail – Inner Urban

- VII. Financials YTD
- VIII. Motion to adjourn

Attachments – Minutes, Financials


**TOWN OF
DANVILLE**
PARKS & RECREATION
Park Board Meeting Minutes
Wednesday 1/17/24

Attendance

Park Board Members Present: David Glover, Tim McRoberts, Peter Trybula, Bill Sutton,
Staff Present: Will Lacey, Eric Lobosky, Madison Henderson,
Town Council Liaison:
Park Board Members & Staff Absent: Jim Pearcy
Public: None

Open Meeting

Bill Sutton called the Park Board meeting to order at 6:00pm.

Pledge of Allegiance

Determination of Quorum

A quorum is present.

Elections

See Attached

Consideration of Minutes

A motion to accept the December 6th, 2023, Park Board Meeting Minutes by David Glover, 2nd by Tim McRoberts. Motion passes 4-0.

New Business

1. League Contracts- Will Lacey stated that some changes have been made to the league contracts. A motion was made to accept the edited 2024 Football League Contract by Peter Trybula by David Glover, 2nd by Peter Trybula. Motion passes 4-0
2. Waiver- Will Lacey noted that the general waiver is also getting some changes made.
3. Winterland- Will Lacey stated that Winterland has ended, and overall results showed the season was good. Should have final numbers for next meeting.
4. Access Control-Will Lacey noted that we are looking at consolidating our access control for the park facilities.
5. Blanton House Coordinator-Will Lacey stated that we are still in the process of hiring and hope to have that position hired soon.

Old Business

1. Rec Update-Upcoming programs include Ping Pong League, Euchre League, Bingo, Galantines event, and a Candy Gram for Valentines Day.

2. Football Tower- Electric and Plumbing are completed, starting to work on AV, Signage, & Scoreboards.
3. GFAC Update- Adjusted the daily rates online and park board is still good with the updated rates. Ordered the new splash pad features.
4. DAC Update- Updated the DAC conference room with new carpet and tables. Still working on the locker room remodel and hope to get it started by summer.

Reports

A. YTD Financial Report- Profit & Loss statements have been reviewed by Park Board with no questions.

Public Comment:

None

Adjournment

A motion was placed on the floor for adjournment by David Glover, 2nd by Tim McRoberts. Motion passes 4-0.

After no further business, meeting was adjourned at 6:32pm

The next board meeting will be 5:30pm on Wednesday, February 21st, 2024, located at 49 N. Wayne St., Danville, IN 46122

TITLE	NAME	SIGNATURE	DATE

Danville Park & Recreation Board

2024 Elections

All board meetings will be held in the Town Council room at 49 North Wayne Street, Danville, IN unless otherwise noted. Elections are held on an annual basis and voted on by Park Board Members. Park Board Members are appointed by the Town Council.

Town Council Appointed Bill Sutton President
Town Council Appointed David Glover Vice President
Town Council Appointed Jim Percy Secretary
Town Council Appointed Peter Trybala Member
Town Council Appointed Tim McRoberts Member

See January 2024 minutes for voting numbers.

Park Board Approval Signatures

1.	<u>William R. Sutton</u>	Date <u>1/17/23</u>
2.	<u>David Glover</u>	Date <u>1/17/23</u>
3.	<u>Jim Percy</u>	Date <u>1/17/23</u>
4.	_____	Date _____
5.	_____	Date _____

CONTRACT AGREEMENT

THIS AGREEMENT, made this 15th day of January, 2024 between the Danville Parks and Recreation Department, a division of the Town of Danville, the (“Park”) and the Danville Junior Football League, the (“Youth Organization”).

WHEREAS, the Park is the owner, of certain real property located in Danville, Indiana, commonly known as Gary Eakin Community Park, more fully described in exhibit 1, the (“Facilities”); and youth organization has inspected the facilities and sees them as suitable for the activities.

The Youth Organization desires to utilize the Facilities solely for the purposes set forth in exhibit 2.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. Term. The term of this Agreement shall be commencing on the day of execution of this agreement and terminating at the end of December 31, 2024 or such earlier date as this agreement is terminated in accordance with its terms.

2. Use of Property. The Park hereby agrees to permit the Youth Organization to utilize the Facilities for the sole purpose of conducting the Activities subject to the following terms and conditions.

a. Use of the Facilities will be in accordance with all laws, rules, regulations, policies and procedures, including prescribed safety rules and regulations determined by the Parks, which now exists or may be added in the future.

b. The Youth Organization will provide and administer adequate personnel to supervise all activities, which take place at the Parks, which are under the control of the Youth Organization.

3. A schedule of dates made available by the Parks for the use of the facilities will be coordinated and agreed upon in exhibit 2 by the Youth Organization and Park Staff so as to avoid conflict between Park and Youth Organization use. It is expected that scheduling will be done at the beginning of each year.

4. Fees and Charges. Youth Organization will pay the Park a fee of \$500.00, per season for use of the facility. The Youth Organization will be responsible for its own water meter and bill. The Park may request and the Youth Organization will provide any requested financial documentation within (7) seven days from the request. Water account opening and closing will be the responsibility of the Youth Organization. Youth Organization will contact the Park within 48hrs of opening and closing account. Failure to pay any fees associated with this contract will constitute a breach of contract and be considered cause for immediate termination.

5. Dates and Times agreed upon.

See exhibit 2 for details.

6. Indemnification and Insurance. The Youth Organization agrees that it will indemnify and hold harmless the Park from any and all liability, claims, damages, expenses (including attorney’s fees), proceedings and causes of action of every kind and nature, arising out of or connected with the use, occupation, management or control of the Facilities, including roads and parking. The Youth Organization agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the Park in connection with the use of said facilities and that it will satisfy, pay, and discharge any and all judgments that may be entered against the Park in any such action or proceeding. The Youth Organization will provide the Park a copy of the insurance policy with the Park named as initially insured.

The Youth Organization further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the Park, policies of insurance generally known as comprehensive general liability policies by companies acceptable to the Park, and with deductibles and limits of coverage acceptable by the Parks, insuring the Youth Organization against any and all claims, demands, and causes of action whatsoever for injuries received and damage to property in connection with the use, occupation, management or control of the facilities and any improvements thereon. Current Park policies are insurance shall insure the Youth Organization in the amount of not less than \$1,000,000 per occurrence to cover any and all liability claims arising out of or in connection with this Agreement, and property damage liability insurance in the amount of no less than \$100,000 per occurrence or the stated value of the property utilized, and shall name the Town of Danville and the Danville Park and Recreation Board as additionally insured. The Park shall be entitled to thirty (30) days notice of any changes or cancellation in said policies. The Youth Organization shall notify the Park immediately in writing of any potentially hazardous condition existing on or about the facilities.

All personal property housed or placed at the Park shall be at the risk of the Youth Organization and the Park shall not be liable for any loss or damage to the Youth Organization's personal property regardless of the reason for the damage or loss. The Youth Organization agrees and understands that the Park does not and shall not carry liability, theft, or fire insurance on said property to cover the Youth Organization's interest therein.

A certificate of such insurance policies shall be filed with the Parks and Recreation Department, 49 North Wayne St, Danville, Indiana 46122, within ten (10) days of the date of execution of this Agreement and provided annually with each contract.

7. Special Provisions.

Town to Provide:

- a. General repairs and maintenance to Park built Facilities as determined by the Parks.
- b. General grass cutting and weed eating at the Facility.

Youth Organization to Provide:

- a. Put out foldable trash holders and trash bags before every field use.
- b. Remove all trash bags and dispose of in designated dumpster on the same day.
- c. Report any repairs requested to Park Staff.
- d. If requested by the Park supply the department with copies of all team rosters of those players using Park facilities and league schedules, as well as any information which is distributed from Park property within 7 days of the request.
- e. Administrate and manage all aspects of Youth Organization (including handling any disputes within the Youth Organization).
- f. Will obtain background checks, including but not limited to providing necessary releases, obtaining signatures, maintaining confidentiality, maintaining records, and making decisions regarding suitability to participate for all volunteers and players within 7 days of request.
- g. Administer and maintain appropriate levels of control over age-appropriate safety standards and equipment.
- h. Request permission from Park Staff before posting any signage or sponsorship banners on park property.

8. Termination Procedure. Termination of this Agreement by the Park shall be by written notice directed to the Youth Organization. The Park shall have the right to terminate this Agreement, with cause effective on the date the date of notice, without cause upon 30 days written notice to the Youth Organization. The Youth Organization shall reimburse the Park for any expense incurred by the Park in conjunction with any removal or storage of property.

Upon termination by the Park, all rights, powers, privileges and authority granted to the Youth Organization under this Agreement shall immediately cease and the Youth Organization shall vacate the facility immediately.

9. No Partnership. Nothing contained herein shall make or be deemed to make the Town and the Youth Organization a partner of one another, and this Agreement shall not be construed as creating a partnership or joint venture between any of the parties to the Agreement, or between any of the parties referred to in the Agreement.

By signing below the Youth Organization understands and agrees to all terms of this Agreement.

Youth Organization: _____ Date: _____

President

By signing below the Park accepts the terms of this agreement

Park: _____ Date: _____

Park Director or Park Board President

Exhibit 1: Represents Facilities



Exhibit 2:

Facility Use Schedule (July-November)

1. Monday – Thursday 5:30pm-9:00pm
2. Saturday 8:00am-4:00pm

CONTRACT AGREEMENT

THIS AGREEMENT, made this 15th day of January, 2024 between the Danville Parks and Recreation Department, a division of the Town of Danville, the (“Park”) and the Danville Little League Baseball, the (“Youth Organization”).

WHEREAS, the Park is the owner, of certain real property located in Danville, Indiana, commonly known as Ellis Park/North Park, more fully described in exhibit 1, the (“Facilities”); and youth organization has inspected the facilities and sees them as suitable for the activities.

The Youth Organization desires to utilize the Facilities solely for the purposes set forth in exhibit 2.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. Term. The term of this Agreement shall be commencing on the day of execution of this agreement and terminating at the end of December 31, 2024 or such earlier date as this agreement is terminated in accordance with its terms.

2. Use of Property. The Park hereby agrees to permit the Youth Organization to utilize the Facilities for the sole purpose of conducting the Activities subject to the following terms and conditions.

- a. Use of the Facilities will be in accordance with all laws, rules, regulations, policies, and procedures, including prescribed safety rules and regulations determined by the Parks, which now exists or may be added in the future.
- b. The Youth Organization will provide and administer adequate personnel to supervise all activities which take place at the Parks, which are under the control of the Youth Organization.

3. A schedule of dates made available by the Parks for the use of the facilities will be coordinated and agreed upon in exhibit 2 by the Youth Organization and Park Staff so as to avoid conflict between Park and Youth Organization use. It is expected that scheduling will be done at the beginning of each year.

4. Fees and Charges. Youth Organization will pay the Park a fee of \$500.00, per season for use of the facility. The Youth Organization will be responsible for its own water meter and bill. The Park may request, and the Youth Organization will provide any requested financial documentation within (7) seven days from the request. Water account opening and closing will be the responsibility of the Youth Organization. Youth Organization will contact the Park within 48hrs of opening and closing account. Failure to pay any fees associated with this contract will constitute a breach of contract and be considered cause for immediate termination.

5. Dates and Times agreed upon.

See exhibit 2 for details.

6. Indemnification and Insurance. The Youth Organization agrees that it will indemnify and hold harmless the Park from any and all liability, claims, damages, expenses (including attorney’s fees), proceedings and causes of action of every kind and nature, arising out of or connected with the use, occupation, management or control of the Facilities, including roads and parking. The Youth Organization agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the Park in connection with the use of said facilities and that it will satisfy, pay, and discharge any and all judgments that may be entered against the Park in any such action or proceeding. The Youth Organization will provide the Park a copy of the insurance policy with the Park named as initially insured.

The Youth Organization further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the Park, policies of insurance generally known as comprehensive general liability policies by companies acceptable to the Park, and with deductibles and limits of coverage acceptable by the Parks, insuring the Youth Organization against any and all claims, demands, and causes of action whatsoever for injuries received and damage to property in connection with the use, occupation, management or control of the facilities and any improvements thereon. Current Park policies are insurance shall insure the Youth Organization in the amount of not less than \$1,000,000 per occurrence to cover any and all liability claims arising out of or in connection with this Agreement, and property damage liability insurance in the amount of no less than \$100,000 per occurrence or the stated value of the property utilized, and shall name the Town of Danville and the Danville Park and Recreation Board as additionally insured. The Park shall be entitled to thirty (30) days notice of any changes or cancellation in said policies. The Youth Organization shall notify the Park immediately in writing of any potentially hazardous condition existing on or about the facilities.

All personal property housed or placed at the Park shall be at the risk of the Youth Organization and the Park shall not be liable for any loss or damage to the Youth Organization's personal property regardless of the reason for the damage or loss. The Youth Organization agrees and understands that the Park does not and shall not carry liability, theft, or fire insurance on said property to cover the Youth Organization's interest therein.

A certificate of such insurance policies shall be filed with the Parks and Recreation Department, 49 North Wayne St, Danville, Indiana 46122, within ten (10) days of the date of execution of this Agreement and provided annually with each contract.

7. Special Provisions.

Town to Provide:

- a. General repairs and maintenance to Park built Facilities as determined by the Parks.
- b. General grass cutting and weed eating at the Facility.

Youth Organization to Provide:

- a. Put out foldable trash holders and trash bags before every field use.
- b. Remove all trash bags and dispose of in designated dumpster on the same day.
- c. Report any repairs requested to Park Staff.
- d. If requested by the Park supply the department with copies of all team rosters of those players using Park facilities and league schedules, as well as any information which is distributed from Park property within 7 days of the request.
- e. Adminstrate and manage all aspects of Youth Organization (including handling any disputes within the Youth Organization).
- f. Will obtain background checks, including but not limited to providing necessary releases, obtaining signatures, maintaining confidentiality, maintaining records, and making decisions regarding suitability to participate for all volunteers and players within 7 days of request.
- g. Administer and maintain appropriate levels of control over age-appropriate safety standards and equipment.
- h. Request permission from Park Staff before posting any signage or sponsorship banners on park property.

8. Termination Procedure. Termination of this Agreement by the Park shall be by written notice directed to the Youth Organization. The Park shall have the right to terminate this Agreement, with cause effective on the date the date of notice, without cause upon 30 days written notice to the Youth Organization. The Youth Organization shall reimburse the Park for any expense incurred by the Park in conjunction with any removal or storage of property.

Upon termination by the Park, all rights, powers, privileges and authority granted to the Youth Organization under this Agreement shall immediately cease and the Youth Organization shall vacate the facility immediately.

9. No Partnership. Nothing contained herein shall make or be deemed to make the Town and the Youth Organization a partner of one another, and this Agreement shall not be construed as creating a partnership or joint venture between any of the parties to the Agreement, or between any of the parties referred to in the Agreement.

By signing below the Youth Organization understands and agrees to all terms of this Agreement.

Youth Organization: _____ Date: _____

President

By signing below the Park accepts the terms of this agreement

Park: _____ Date: _____

Park Director or Park Board President

Exhibit 1: Represents Facilities- Fields 3, 4, & 5



Exhibit 2: Date & Times

- a. Fields 1, 2, 3 & 4 will Not be available on Saturday, March 30th, 2024, from 8am to 1pm, due to Park program.
- b. March – July and August- October Evenings and weekends. Field 4 (aka Barnett Field), Field 3 (aka Sam Thompson Field), and Field 5 in North Ellis Park.
- c. Field 3 (aka Sam Thompson Field) Usage as follows.
 - Monday: After 8pm
 - Tuesday: After 8pm
 - Wednesday After 8pm
 - Thursday: Open
 - Friday: Open
 - Saturday: After 1pm
 - Sunday: Open

CONTRACT AGREEMENT

THIS AGREEMENT, made this 15th day of January, 2024 between the Danville Parks and Recreation Department, a division of the Town of Danville, the (“Park”) and the Pee Wee Baseball League, the (“Youth Organization”).

WHEREAS, the Park is the owner, of certain real property located in Danville, Indiana, commonly known as Ellis Park/North Park, more fully described in exhibit 1, the (“Facilities”); and youth organization has inspected the facilities and sees them as suitable for the activities.

The Youth Organization desires to utilize the Facilities solely for the purposes set forth in exhibit 2.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. Term. The term of this Agreement shall be commencing on the day of execution of this agreement and terminating at the end of December 31, 2024 or such earlier date as this agreement is terminated in accordance with its terms.

2. Use of Property. The Park hereby agrees to permit the Youth Organization to utilize the Facilities for the sole purpose of conducting the Activities subject to the following terms and conditions.

a. Use of the Facilities will be in accordance with all laws, rules, regulations, policies and procedures, including prescribed safety rules and regulations determined by the Parks, which now exists or may be added in the future.

b. The Youth Organization will provide and administer adequate personnel to supervise all activities, which take place at the Parks, which are under the control of the Youth Organization.

3. A schedule of dates made available by the Parks for the use of the facilities will be coordinated and agreed upon in exhibit 2 by the Youth Organization and Park Staff so as to avoid conflict between Park and Youth Organization use. It is expected that scheduling will be done at the beginning of each year.

4. Fees and Charges. Youth Organization will pay the Park a fee of \$500.00, per season for use of the facility. The Youth Organization will be responsible for its own water meter and bill. The Park may request and the Youth Organization will provide any requested financial documentation within (7) seven days from the request. Water account opening and closing will be the responsibility of the Youth Organization. Youth Organization will contact the Park within 48hrs of opening and closing account. Failure to pay any fees associated with this contract will constitute a breach of contract and be considered cause for immediate termination.

5. Dates and Times agreed upon.

See exhibit 2 for details.

6. Indemnification and Insurance. The Youth Organization agrees that it will indemnify and hold harmless the Park from any and all liability, claims, damages, expenses (including attorney’s fees), proceedings and causes of action of every kind and nature, arising out of or connected with the use, occupation, management or control of the Facilities, including roads and parking. The Youth Organization agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the Park in connection with the use of said facilities and that it will satisfy, pay, and discharge any and all judgments that may be entered against the Park in any such action or proceeding. The Youth Organization will provide the Park a copy of the insurance policy with the Park named as initially insured.

The Youth Organization further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the Park, policies of insurance generally known as comprehensive general liability policies by companies acceptable to the Park, and with deductibles and limits of coverage acceptable by the Parks, insuring the Youth Organization against any and all claims, demands, and causes of action whatsoever for injuries received and damage to property in connection with the use, occupation, management or control of the facilities and any improvements thereon. Current Park policies are insurance shall insure the Youth Organization in the amount of not less than \$1,000,000 per occurrence to cover any and all liability claims arising out of or in connection with this Agreement, and property damage liability insurance in the amount of no less than \$100,000 per occurrence or the stated value of the property utilized, and shall name the Town of Danville and the Danville Park and Recreation Board as additionally insured. The Park shall be entitled to thirty (30) days notice of any changes or cancellation in said policies. The Youth Organization shall notify the Park immediately in writing of any potentially hazardous condition existing on or about the facilities.

All personal property housed or placed at the Park shall be at the risk of the Youth Organization and the Park shall not be liable for any loss or damage to the Youth Organization's personal property regardless of the reason for the damage or loss. The Youth Organization agrees and understands that the Park does not and shall not carry liability, theft, or fire insurance on said property to cover the Youth Organization's interest therein.

A certificate of such insurance policies shall be filed with the Parks and Recreation Department, 49 North Wayne St, Danville, Indiana 46122, within ten (10) days of the date of execution of this Agreement and provided annually with each contract.

7. Special Provisions.

Town to Provide:

- a. General repairs and maintenance to Park built Facilities as determined by the Parks.
- b. General grass cutting and weed eating at the Facility.

Youth Organization to Provide:

- a. Put out foldable trash holders and trash bags before every field use.
- b. Remove all trash bags and dispose of in designated dumpster on the same day.
- c. Report any repairs requested to Park Staff.
- d. If requested by the Park supply the department with copies of all team rosters of those players using Park facilities and league schedules, as well as any information which is distributed from Park property within 7 days of the request.
- e. Administrate and manage all aspects of Youth Organization (including handling any disputes within the Youth Organization).
- f. Will obtain background checks, including but not limited to providing necessary releases, obtaining signatures, maintaining confidentiality, maintaining records, and making decisions regarding suitability to participate for all volunteers and players within 7 days of request.
- g. Administer and maintain appropriate levels of control over age-appropriate safety standards and equipment.
- h. Request permission from Park Staff before posting any signage or sponsorship banners on park property.

8. Termination Procedure. Termination of this Agreement by the Park shall be by written notice directed to the Youth Organization. The Park shall have the right to terminate this Agreement, with cause effective on the date the date of notice, without cause upon 30 days written notice to the Youth Organization. The Youth Organization shall reimburse the Park for any expense incurred by the Park in conjunction with any removal or storage of property.

Upon termination by the Park, all rights, powers, privileges and authority granted to the Youth Organization under this Agreement shall immediately cease and the Youth Organization shall vacate the facility immediately.

9. No Partnership. Nothing contained herein shall make or be deemed to make the Town and the Youth Organization a partner of one another, and this Agreement shall not be construed as creating a partnership or joint venture between any of the parties to the Agreement, or between any of the parties referred to in the Agreement.

By signing below the Youth Organization understands and agrees to all terms of this Agreement.

Youth Organization: _____ Date: _____

President

By signing below the Park accepts the terms of this agreement

Park: _____ Date: _____

Park Director or Park Board President

Exhibit 1: Represents Facilities-Fields 1, 2, & 3



Exhibit 2: Dates & Times

- a. Fields 1, 2, 3 & 4 will Not be available on Saturday, March 30th, 2024, from 8am to 1pm, due to Park program.
- b. April – July Evenings and weekends. Field 1 and Field 2 in Ellis Park
- c. Field 3 (aka Sam Thompson Field) Usage as follows.
 - Monday: 5:30pm-8pm
 - Tuesday: 5:30pm -8pm
 - Wednesday: 5:30pm -8pm
 - Thursday: Not Available
 - Friday: Not Available
 - Saturday: 8:30am-1pm
 - Sunday: Not Available

CONTRACT AGREEMENT

THIS AGREEMENT, made this 15th day of January, 2024 between the Danville Parks and Recreation Department, a division of the Town of Danville, the (“Park”) and the Hammer Martial Arts, the (“Youth Organization”).

WHEREAS, the Park is the owner, of certain real property located in Danville, Indiana, commonly known as Town Hall Classroom 201, more fully described in exhibit 1, the (“Facilities”); and youth organization has inspected the facilities and sees them as suitable for the activities.

The Youth Organization desires to utilize the Facilities solely for the purposes set forth in exhibit 2.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. Term. The term of this Agreement shall be commencing on the day of execution of this agreement and terminating at the end of May 20, 2024 or such earlier date as this agreement is terminated in accordance with its terms.

2. Use of Property. The Park hereby agrees to permit the Youth Organization to utilize the Facilities for the sole purpose of conducting the Activities subject to the following terms and conditions.

- a. Use of the Facilities will be in accordance with all laws, rules, regulations, policies and procedures, including prescribed safety rules and regulations determined by the Parks, which now exists or may be added in the future.
- b. The Youth Organization will provide and administer adequate personnel to supervise all activities, which take place at the Parks, which are under the control of the Youth Organization.

3. A schedule of dates made available by the Parks for the use of the facilities will be coordinated and agreed upon in exhibit 2 by the Youth Organization and Park Staff so as to avoid conflict between Park and Youth Organization use. It is expected that scheduling will be done at the beginning of each year.

4. Fees and Charges. Youth Organization will pay the Park a ten percent of each participant registered, per session for use of the facility. The Park may request and the Youth Organization will provide any requested financial documentation within (7) seven days from the request. Failure to pay any fees associated with this contract will constitute a breach of contract and be considered cause for immediate termination.

5. Dates and Times agreed upon.

See exhibit 2 for details.

6. Indemnification and Insurance. The Youth Organization agrees that it will indemnify and hold harmless the Park from any and all liability, claims, damages, expenses (including attorney’s fees), proceedings and causes of action of every kind and nature, arising out of or connected with the use, occupation, management or control of the Facilities, including roads and parking. The Youth Organization agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the Park in connection with the use of said facilities and that it will satisfy, pay, and discharge any and all judgments that may be entered against the Park in any such action or proceeding. The Youth Organization will provide the Park a copy of the insurance policy with the Park named as initially insured.

The Youth Organization further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the Park, policies of insurance generally known as comprehensive general liability policies by companies acceptable to the Park, and with deductibles and limits of coverage acceptable by the Parks, insuring

the Youth Organization against any and all claims, demands, and causes of action whatsoever for injuries received and damage to property in connection with the use, occupation, management or control of the facilities and any improvements thereon. Current Park policies are insurance shall insure the Youth Organization in the amount of not less than \$1,000,000 per occurrence to cover any and all liability claims arising out of or in connection with this Agreement, and property damage liability insurance in the amount of no less than \$100,000 per occurrence or the stated value of the property utilized, and shall name the Town of Danville and the Danville Park and Recreation Board as additionally insured. The Park shall be entitled to thirty (30) days notice of any changes or cancellation in said policies. The Youth Organization shall notify the Park immediately in writing of any potentially hazardous condition existing on or about the facilities.

All personal property housed or placed at the Park shall be at the risk of the Youth Organization and the Park shall not be liable for any loss or damage to the Youth Organization's personal property regardless of the reason for the damage or loss. The Youth Organization agrees and understands that the Park does not and shall not carry liability, theft, or fire insurance on said property to cover the Youth Organization's interest therein.

A certificate of such insurance policies shall be filed with the Parks and Recreation Department, 49 North Wayne St, Danville, Indiana 46122, within ten (10) days of the date of execution of this Agreement and provided annually with each contract.

7. Special Provisions.

Town to Provide:

- a. General repairs and maintenance to Park built Facilities as determined by the Parks.
- b. Provide restrooms during normal use.
- c. Provide overhead lighting and electrical system in good working condition.

Youth Organization to Provide:

- a. Pick up each day litter left after use.
- b. Sweep floors and sanitize mats after use.
- c. Report any repairs deemed necessary to the Parks and Recreation Director using the facility.
- d. If requested by the Park supply the department with copies of all team rosters of those players using Park facilities and league schedules, as well as any information which is distributed from Park property within 7 days of the request.
- e. Administrate and manage all aspects of Youth Organization (including handling any disputes within the Youth Organization).
- f. Will obtain background checks, including but not limited to providing necessary releases, obtaining signatures, maintaining confidentiality, maintaining records, and making decisions regarding suitability to participate for all volunteers and players within 7 days of request.
- g. Administer and maintain appropriate levels of control over age-appropriate safety standards and equipment.
- h. Request permission from Park Staff before posting any signage or sponsorship banners on park property.

8. Termination Procedure. Termination of this Agreement by the Park shall be by written notice directed to the Youth Organization. The Park shall have the right to terminate this Agreement, with cause effective on the date

the date of notice, without cause upon 30 days written notice to the Youth Organization. The Youth Organization shall reimburse the Park for any expense incurred by the Park in conjunction with any removal or storage of property.

Upon termination by the Park, all rights, powers, privileges and authority granted to the Youth Organization under this Agreement shall immediately cease and the Youth Organization shall vacate the facility immediately.

9. No Partnership. Nothing contained herein shall make or be deemed to make the Town and the Youth Organization a partner of one another, and this Agreement shall not be construed as creating a partnership or joint venture between any of the parties to the Agreement, or between any of the parties referred to in the Agreement.

By signing below the Youth Organization understands and agrees to all terms of this Agreement.

Youth Organization: _____ Date: _____

President

By signing below the Park accepts the terms of this agreement

Park: _____ Date: _____

Park Director or Park Board President

CONTRACT AGREEMENT

THIS AGREEMENT, made this 15th day of January, 2024 between the Danville Parks and Recreation Department, a division of the Town of Danville, the (“Park”) and the Danville Junior Basketball League, the (“Youth Organization”).

WHEREAS, the Park is the owner, of certain real property located in Danville, Indiana, commonly known as Bosstick Gym, more fully described in exhibit 1, the (“Facilities”); and youth organization has inspected the facilities and sees them as suitable for the activities.

The Youth Organization desires to utilize the Facilities solely for the purposes set forth in exhibit 2.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. Term. The term of this Agreement shall be commencing on the day of execution of this agreement and terminating at the end of April 1, 2025 or such earlier date as this agreement is terminated in accordance with its terms.

2. Use of Property. The Park hereby agrees to permit the Youth Organization to utilize the Facilities for the sole purpose of conducting the Activities subject to the following terms and conditions.

- a. Use of the Facilities will be in accordance with all laws, rules, regulations, policies, and procedures, including prescribed safety rules and regulations determined by the Parks, which now exists or may be added in the future.
- b. The Youth Organization will provide and administer adequate personnel to supervise all activities, which take place at the Parks, which are under the control of the Youth Organization.

3. A schedule of dates made available by the Parks for the use of the facilities will be coordinated and agreed upon in exhibit 2 by the Youth Organization and Park Staff so as to avoid conflict between Park and Youth Organization use. It is expected that scheduling will be done at the beginning of each year.

4. Fees and Charges. Youth Organization will pay the Park a fee of \$750.00, per season for use of the facility. The Park may request and the Youth Organization will provide any requested financial documentation within (7) seven days from the request. Failure to pay any fees associated with this contract will constitute a breach of contract and be considered cause for immediate termination.

5. Dates and Times agreed upon.

See exhibit 2 for details.

6. Indemnification and Insurance. The Youth Organization agrees that it will indemnify and hold harmless the Park from any and all liability, claims, damages, expenses (including attorney’s fees), proceedings and causes of action of every kind and nature, arising out of or connected with the use, occupation, management or control of the Facilities, including roads and parking. The Youth Organization agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the Park in connection with the use of said facilities and that it will satisfy, pay, and discharge any and all judgments that may be entered against the Park in any such action or proceeding. The Youth Organization will provide the Park a copy of the insurance policy with the Park named as additionally insured.

The Youth Organization further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the Park, policies of insurance generally known as comprehensive general liability policies by companies acceptable to the Park, and with deductibles and limits of coverage acceptable by the Parks, insuring the Youth Organization against any and all claims, demands, and causes of action whatsoever for injuries received

and damage to property in connection with the use, occupation, management or control of the facilities and any improvements thereon. Current Park policies are insurance shall insure the Youth Organization in the amount of not less than \$1,000,000 per occurrence to cover any and all liability claims arising out of or in connection with this Agreement, and property damage liability insurance in the amount of no less than \$100,000 per occurrence or the stated value of the property utilized, and shall name the Town of Danville and the Danville Park and Recreation Board as additionally insured. The Park shall be entitled to thirty (30) days notice of any changes or cancellation in said policies. The Youth Organization shall notify the Park immediately in writing of any potentially hazardous condition existing on or about the facilities.

All personal property housed or placed at the Park shall be at the risk of the Youth Organization and the Park shall not be liable for any loss or damage to the Youth Organization's personal property regardless of the reason for the damage or loss. The Youth Organization agrees and understands that the Park does not and shall not carry liability, theft, or fire insurance on said property to cover the Youth Organization's interest therein.

A certificate of such insurance policies shall be filed with the Parks and Recreation Department, 49 North Wayne St, Danville, Indiana 46122, within ten (10) days of the date of execution of this Agreement and provided annually with each contract.

7. Special Provisions.

Town to Provide:

- a. General repairs and maintenance to Park built Facilities as determined by the Parks.
- b. Provide restrooms during normal use.

Youth Organization to Provide:

- a. Pick up trash left in bleachers after every practice and or game.
- b. Report any repairs requested to Park Staff.
- c. If requested by the Park supply the department with copies of all team rosters of those players using Park facilities and league schedules, as well as any information which is distributed from Park property within 7 days of the request.
- d. Adminstrate and manage all aspects of Youth Organization (including handling any disputes within the Youth Organization).
- e. Will obtain background checks, including but not limited to providing necessary releases, obtaining signatures, maintaining confidentiality, maintaining records, and making decisions regarding suitability to participate for all volunteers and players within 7 days of request.
- f. Administer and maintain appropriate levels of control over age-appropriate safety standards and equipment.
- g. Request permission from Park Staff before posting any signage or sponsorship banners on park property.

8. Termination Procedure. Termination of this Agreement by the Park shall be by written notice directed to the Youth Organization. The Park shall have the right to terminate this Agreement, with cause effective on the date the date of notice, without cause upon 30 days written notice to the Youth Organization. The Youth Organization shall reimburse the Park for any expense incurred by the Park in conjunction with any removal or storage of property.

Upon termination by the Park, all rights, powers, privileges and authority granted to the Youth Organization under this Agreement shall immediately cease and the Youth Organization shall vacate the facility immediately.

9. No Partnership. Nothing contained herein shall make or be deemed to make the Town and the Youth Organization a partner of one another, and this Agreement shall not be construed as creating a partnership or joint venture between any of the parties to the Agreement, or between any of the parties referred to in the Agreement.

By signing below the Youth Organization understands and agrees to all terms of this Agreement.

Youth Organization: _____ Date: _____

President

By signing below the Park accepts the terms of this agreement

Park: _____ Date: _____

Park Director or Park Board President

Exhibit 1: Represents Facilities

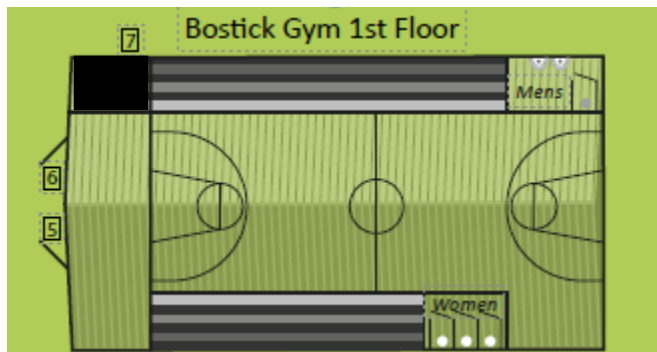


Exhibit 2: Dates & Times

Range

November 1, 2024 – April 1, 2025

Time & Location.

Bosstick Gym Half Court (West) = Mondays, Wednesdays, and Thursdays – 6pm and vacate prior to 9pm.

Bosstick Gym Full Court (East & West) = Saturdays – 8am and vacate prior to 1pm.

Please inform Park staff of any cancellations.

Holidays

Facilities will not be available (Election Day, Veterans Day, Thanksgiving Day, The Day after Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day, Martin Luther King's Day, President Day)

**Danville Parks and Recreation Department
Waiver and Release of Liability**

In consideration of being allowed to participate in and/or use, in any manner, the Danville Parks and Recreation Department's ("Department") facilities, programs, related events, and activities (the "Activities"), the undersigned acknowledges, appreciates, and agrees that:

1. The Activities are potentially dangerous and involve the risk of physical or psychological injury (including but not limited to pain, suffering, temporary or permanent disability, or death) or property damage, and I acknowledge that any such injuries or damage I sustain may result from the actions, omissions, or negligence of the Department.
2. Notwithstanding the risks, I acknowledge that I am knowingly and freely participating in the Activities with the express understanding of the danger involved and hereby agree to accept and assume any and all risks of injury and/or property damage arising from my participation in the Activities, both known and unknown, even if arising from the ordinary negligence of the Department or any other related person or entity, and I assume full responsibility for my participation in the Activities.
3. I willingly agree to comply with any stated or customary terms, conditions, rules, and regulations for participation in the Activities. If, however, I observe any unusual significant hazard during my participation in the Activities, I will remove myself from participation and bring such hazard to the attention of the nearest Department official immediately.
4. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, hereby expressly waive and release any and all claims, whether now known or hereafter known, against the Department, Danville Park Board, the Town of Danville, and their officers, officials, agents, employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the Activities (collectively, "RELEASEES"), with respect to any and all injury, disability, death, or loss or damage to person or property arising out of my participation in the Activities, whether resulting from the ordinary negligence of the RELEASEES or otherwise, to the fullest extent permitted by law.
5. I agree to allow any photographs or videos taken of myself or my child(ren) during my participation in the Activities to be used for the Department's promotional purposes.

I have read this release of liability and assumption of risk agreement, I fully understand its terms, I understand that I am giving up substantial rights by signing it, and I sign it freely and voluntarily without any inducement.

Member Signature _____ Print Name _____ Date _____

**Youth Participation Agreement
Parent or Guardian Waiver and Release for Youth of Liability**

This is to certify that I, as the parent or guardian with legal responsibility for the youth participant stated below, do consent and agree to his/her release of liability of all RELEASEES, as stated above, and for myself, my

heirs, assigns, personal representatives, and next of kin, I expressly release the RELEASEES from any and all liabilities incident to my minor child's involvement or participation in the Activities, even if arising from the RELEASEES' negligence or otherwise.

Parent Signature _____ Print Name _____ Date _____

Youth Name _____



Budget Report Account Summary

For Fiscal: 2024 Period Ending: 01/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 2204 - PARKS AND RECREATION FUND							
Revenue							
2204-4-33501	PARK & REC FIT	8,952.00	8,952.00	0.00	0.00	-8,952.00	100.00 %
2204-4-33560	PARK & REC EXCISE TAX	51,668.00	51,668.00	0.00	0.00	-51,668.00	100.00 %
2204-4-34711	POOL RECEIPTS (Drawer 1)	120,000.00	120,000.00	3,959.00	3,959.00	-116,041.00	96.70 %
2204-4-34713	CONCESSION STAND (Drawer 2)	27,000.00	27,000.00	0.00	0.00	-27,000.00	100.00 %
2204-4-36217	RENTAL FACILITIES	25,000.00	25,000.00	3,500.00	3,500.00	-21,500.00	86.00 %
2204-4-36235	PARK & REC CVET	1,269.00	1,269.00	0.00	0.00	-1,269.00	100.00 %
2204-4-36250	SALES TAX - RENTALS	12,000.00	12,000.00	868.70	868.70	-11,131.30	92.76 %
2204-4-39955	MISC REIMBURSEMENTS	2,000.00	2,000.00	0.00	0.00	-2,000.00	100.00 %
	Revenue Total:	247,889.00	247,889.00	8,327.70	8,327.70	-239,561.30	96.64%
Expense							
2204-5-500-41330	PERF	0.00	0.00	4,153.97	4,153.97	-4,153.97	0.00 %
2204-5-500-41331	SUPPLEMENTAL RETIREMENT	0.00	0.00	77.86	77.86	-77.86	0.00 %
2204-5-500-41350	INSURANCE - EMPLOYEE BENEFITS	0.00	0.00	10,275.19	10,275.19	-10,275.19	0.00 %
2204-5-500-70410	OASI - MEDI/SS	0.00	0.00	2,154.89	2,154.89	-2,154.89	0.00 %
2204-5-542-41100	SALARY/WAGES - REG	392,063.00	392,063.00	29,227.28	29,227.28	362,835.72	92.55 %
2204-5-542-41114	SALARY/WAGES - PT/SEASONAL	85,000.00	85,000.00	0.00	0.00	85,000.00	100.00 %
2204-5-542-41118	SALARY/WAGES - OVERTIME	17,063.00	17,063.00	0.00	0.00	17,063.00	100.00 %
2204-5-542-41330	PERF	55,673.00	55,673.00	0.00	0.00	55,673.00	100.00 %
2204-5-542-41331	SUPPLEMENTAL RETIREMENT	1,290.00	1,290.00	0.00	0.00	1,290.00	100.00 %
2204-5-542-41350	INSURANCE - EMPLOYEE BENEFITS	0.00	74,117.00	0.00	0.00	74,117.00	100.00 %
2204-5-542-42100	OFFICE SUPPLIES	750.00	750.00	0.00	0.00	750.00	100.00 %
2204-5-542-42310	EQUIP MAINT SUPPLIES	30,000.00	30,000.00	987.30	987.30	29,012.70	96.71 %
2204-5-542-42913	RENTAL PROPERTY REFUNDS	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
2204-5-542-43999	SALES TAX - RENTAL PROPERTY	10,000.00	10,000.00	464.77	464.77	9,535.23	95.35 %
2204-5-542-70410	OASI PY EXPENSES	35,948.00	35,948.00	0.00	0.00	35,948.00	100.00 %
2204-5-544-41114	SALARY/WAGES - SEASONAL	80,000.00	80,000.00	0.00	0.00	80,000.00	100.00 %
2204-5-544-42200	SUPPLIES	35,000.00	35,000.00	21,993.48	21,993.48	13,006.52	37.16 %
2204-5-544-42214	CONCESSION SUPPLIES	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
2204-5-544-42310	SALES & FOOD/BEV TAX	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
2204-5-544-70410	OASI PY EXPENSES	6,120.00	6,120.00	0.00	0.00	6,120.00	100.00 %
	Expense Total:	778,407.00	852,524.00	69,334.74	69,334.74	783,189.26	91.87%
	Fund: 2204 - PARKS AND RECREATION FUND Surplus (Deficit):	-530,518.00	-604,635.00	-61,007.04	-61,007.04	543,627.96	89.91%
Fund: 4403 - PARK NON-REVERTING FUND							
Revenue							
4403-4-34714	FITNESS CENTER - INCOME	225,000.00	225,000.00	28,575.00	28,575.00	-196,425.00	87.30 %
4403-4-34715	RECREATION PROGRAM INCOME	45,000.00	45,000.00	2,441.00	2,441.00	-42,559.00	94.58 %
4403-4-34718	WINTERLAND REVENUE	45,000.00	45,000.00	0.00	0.00	-45,000.00	100.00 %
4403-4-34720	PARK IMPACT FEES	150,000.00	150,000.00	15,638.00	15,638.00	-134,362.00	89.57 %
4403-4-39915	BLANTON HOUSE RENTAL INCOME	60,000.00	60,000.00	3,700.00	3,700.00	-56,300.00	93.83 %
	Revenue Total:	525,000.00	525,000.00	50,354.00	50,354.00	-474,646.00	90.41%
Expense							
4403-5-500-41100	SALARY/WAGES	74,931.00	74,931.00	7,409.33	7,409.33	67,521.67	90.11 %
4403-5-500-41114	SALARIES/WAGES - PART TIME	78,039.00	78,039.00	0.00	0.00	78,039.00	100.00 %
4403-5-500-41330	PERF	9,716.00	9,716.00	749.48	749.48	8,966.52	92.29 %
4403-5-500-41350	INSURANCE - EMPLOYEE HEALTH	15,731.00	15,731.00	2,059.08	2,059.08	13,671.92	86.91 %
4403-5-500-42225	FITNESS CENTER - EXPENSES	175,000.00	175,000.00	24,937.43	24,937.43	150,062.57	85.75 %
4403-5-500-42230	RECREATION PROGRAM EXP	20,000.00	20,000.00	857.80	857.80	19,142.20	95.71 %
4403-5-500-42235	PARK EXPENSE	50,000.00	50,000.00	5,951.05	5,951.05	44,048.95	88.10 %
4403-5-500-43151	TRAINING	7,500.00	7,500.00	763.00	763.00	6,737.00	89.83 %

Budget Report

For Fiscal: 2024 Period Ending: 01/31/2024

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable	Remaining
						(Unfavorable)	
4403-5-500-43402	PARK IMPACT FEE EXPENSE	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
4403-5-500-43650	BLANTON HOUSE EXPENDITURES	25,000.00	25,000.00	1,060.49	1,060.49	23,939.51	95.76 %
4403-5-500-70410	OASI - MED/SS	0.00	11,246.00	539.16	539.16	10,706.84	95.21 %
4403-5-500-73240	WINTERLAND	45,000.00	45,000.00	0.00	0.00	45,000.00	100.00 %
	Expense Total:	700,917.00	712,163.00	44,326.82	44,326.82	667,836.18	93.78%
	Fund: 4403 - PARK NON-REVERTING FUND Surplus (Deficit):	-175,917.00	-187,163.00	6,027.18	6,027.18	193,190.18	103.22%
Fund: 4439 - FOOD & BEVERAGE TAX							
Revenue							
4439-4-33519	FOOD & BEVERAGE TAX	247,000.00	247,000.00	17,989.67	17,989.67	-229,010.33	92.72 %
	Revenue Total:	247,000.00	247,000.00	17,989.67	17,989.67	-229,010.33	92.72%
Expense							
4439-5-500-43106	OTHER SERVICES & CHARGES	0.00	247,000.00	0.00	0.00	247,000.00	100.00 %
4439-5-500-43200	CAPITAL OUTLAY	0.00	0.00	8,364.40	8,364.40	-8,364.40	0.00 %
	Expense Total:	0.00	247,000.00	8,364.40	8,364.40	238,635.60	96.61%
	Fund: 4439 - FOOD & BEVERAGE TAX Surplus (Deficit):	247,000.00	0.00	9,625.27	9,625.27	9,625.27	0.00%
	Report Surplus (Deficit):	-459,435.00	-791,798.00	-45,354.59	-45,354.59	746,443.41	94.27%

Group Summary

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 2204 - PARKS AND RECREATION FUND						
Revenue	247,889.00	247,889.00	8,327.70	8,327.70	-239,561.30	96.64%
Expense	778,407.00	852,524.00	69,334.74	69,334.74	783,189.26	91.87%
Fund: 2204 - PARKS AND RECREATION FUND Surplus (Deficit):	-530,518.00	-604,635.00	-61,007.04	-61,007.04	543,627.96	89.91%
Fund: 4403 - PARK NON-REVERTING FUND						
Revenue	525,000.00	525,000.00	50,354.00	50,354.00	-474,646.00	90.41%
Expense	700,917.00	712,163.00	44,326.82	44,326.82	667,836.18	93.78%
Fund: 4403 - PARK NON-REVERTING FUND Surplus (Deficit):	-175,917.00	-187,163.00	6,027.18	6,027.18	193,190.18	103.22%
Fund: 4439 - FOOD & BEVERAGE TAX						
Revenue	247,000.00	247,000.00	17,989.67	17,989.67	-229,010.33	92.72%
Expense	0.00	247,000.00	8,364.40	8,364.40	238,635.60	96.61%
Fund: 4439 - FOOD & BEVERAGE TAX Surplus (Deficit):	247,000.00	0.00	9,625.27	9,625.27	9,625.27	0.00%
Report Surplus (Deficit):	-459,435.00	-791,798.00	-45,354.59	-45,354.59	746,443.41	94.27%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
2204 - PARKS AND RECREATION FU	-530,518.00	-604,635.00	-61,007.04	-61,007.04	543,627.96
4403 - PARK NON-REVERTING FUN	-175,917.00	-187,163.00	6,027.18	6,027.18	193,190.18
4439 - FOOD & BEVERAGE TAX	247,000.00	0.00	9,625.27	9,625.27	9,625.27
Report Surplus (Deficit):	-459,435.00	-791,798.00	-45,354.59	-45,354.59	746,443.41