

Open Work Session

Eastside Youth Sports Complex Lease Agreement – 5 Year Extension

October 20, 2020

Mr. Steve Miller came before Council and said he is here to talk about the agreement the County has with the Eastside Sports Complex that is the Little League complex in Willards. He said that 20-year lease agreement was initiated back in 1999, and expired in 2019. He said of course they did not have a season in 2020, and they were attempting to renew that lease, but when the season cancelled, that did not happen. He said they have talked with Eastside, and unfortunately, they could not be here today, but the County has proposed a 5-year extension of that lease. He said, from the County perspective, they hold a number of leases with volunteer groups, and he will tell Council that Eastside is at the top of the list as far as the care and responsibility they take in the facility. He said, from the County perspective, they would like to extend this. He said they feel that Eastside does an excellent job, and, on the reverse end, he believes Eastside has enjoyed working with the County as well, so they are looking to extend that for five years, and he would be happy to answer any questions.

Mr. Dodd said he has been out there many times, and it is a good field, and there are good people who take care of it.

Mr. Taylor said, looking at the agreement, it is labeled a use agreement. He said, if this is a lease, and he thinks from what Mr. Miller said it sounds like a regular, fulltime, 24/7, 365 lease, they essentially have it in the same sense as if they were renting a home or an office to somebody. He said there are technical aspects of this lease that he thinks need a thorough vetting; for example, the now, therefore clause at the start talks about granting it to a committee, whereas the Eastside Youth Sports Council is called a Council. He said, in particular, he would suggest that the insurance provision, which is Article 3, be revised, and he would suggest the same language he suggested three or four months ago in regard to DP&L wanting to put charging stations at the Civic Center. He said it is very similar where they are, essentially, letting someone else use County property, and he thinks the insurance coverage is very, very important in that case. He said, in this particular instance, since it is 24/7, 365, he suggests a regular provision like what is recommended for leases, and the one he suggested is prepared by a group called Alliant, which is a major insurance broker and consultant that LGIT uses, and he would suggest using their language. He said he has a copy of it for Mr. Miller, but that is what he would suggest on that.

Mr. Taylor further suggested, it might be worthwhile, since it sounds like there is going to be some major revision or further revision on the Stadium lease to, perhaps, look at that too. He said the insurance provisions in the agreement for the Stadium are a lot more complex and sophisticated than in this Eastside one, but, nevertheless, it does not hurt to look at it and make it as comprehensive as possible, and also so the County has common insurance provisions in all of its leases.

Mr. McCain asked Mr. Taylor, for clarification, is that for the leasee? He said Article 3 has insurance provisions in the lease, to which Mr. Taylor responded, that is what he is suggesting should be revised. Mr. McCain asked if Mr. Taylor is suggesting it be expanded, to which Mr. Taylor responded, it would be expanded, and, essentially, modernized. He clarified, he is saying that the Alliant language is pretty well vetted by an organization that is well respected and, as he said, even LGIT uses them.

Mr. Dodd said he and Mrs. Hurley were talking about this at the Agenda meeting. He said he was on the Board of another Little League, and he went to talk to Mr. Mackes about it, and come to find out, the lease had not been updated in 20 years, so he is wondering what the mechanism is to keep track with all of these leases with these volunteer organizations, or do they even have a mechanism, to which Mr. Miller responded, they do. He said they review it annually, so they have a running tally of their leases when they expire. He said they try the best they can to work about a year ahead of when they are getting ready to expire to be on top of it, and COVID set them back a little bit on this one, but they review them annually.

Mr. Dodd asked Mrs. Hurley where they go from here, to which Mrs. Hurley responded, this will require a Public Hearing, and they can have that on November 17 at 10:00 a.m. There was no further discussion.



Larry W. Dodd, President, District 3



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