

RESOLUTION NO. 2014-16

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO FACILITY OPERATION AGREEMENT BETWEEN NATIONAL YOUTH SPORTS SANCTIONING ORGANIZATION, LLC, AND THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS

WHEREAS, the parties previously entered into that certain Facility Operation Agreement for the property commonly referred to as "Field of Dreams", which historically has been used for recreational sports activities ; and

WHEREAS, the City now desires to extend the Facility Operation Agreement with National Youth Sports Sanctioning Organization, LLC, and adjust the annual compensation to the City.

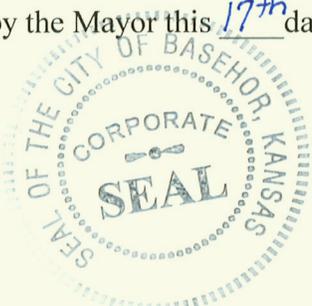
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BASEHOR, KANSAS:

Section 1. That the Governing Body approves and hereby authorizes the Mayor to execute the First Amendment to Facility Operation Agreement, attached as Exhibit A.

Section 2. That this resolution shall become effective upon passage.

ADOPTED by the Governing Body this 17th day of November, 2014.

SIGNED by the Mayor this 17th day of November, 2014.



David K. Breuer
David K. Breuer, Mayor

WITNESSETH:

Katherine M. Renn
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano
Shannon M. Marcano, City Attorney

EXHIBIT A

First Amendment to Facility Operation Agreement

FIRST AMENDMENT TO FACILITY OPERATION AGREEMENT

This First Amendment to Facility Operation Agreement ("Agreement"), made and entered into this 17th day of November, 2014, is by and between the City of Basehor, Kansas (the "City") and National Youth Sports Sanctioning Organization, LLC, a Kansas Limited Liability Company (the "Operator").

WITNESSETH:

WHEREAS, the parties previously entered into that certain Facility Operation Agreement for the purpose of marketing, managing and operating recreational activities associated with property owned by the City and commonly referred to as "Field of Dreams"; and

WHEREAS, the City now desires to extend the Facility Operation Agreement with Operator and adjust the annual compensation to the City.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto mutually promise, covenant and agree as follows:

1. Recitals. The Recitals are hereby amended to read as follows:

"A. The City owns property commonly referred to as "Field of Dreams", which Facility historically has been used for recreational sports activities."

"B. The City desires to retain Operator for the purpose of marketing, managing and operating recreational sports activities for years 2015-2019."

2. Section 1. Term and Use. Section 1 is hereby amended to read as follows:

"Operator will have exclusive management and oversight of the recreational sports activities at Field of Dreams for years 2015-2019, and this Agreement may be renewed for additional terms upon mutual agreement of the parties hereto. If this Agreement is not renewed by the parties for additional terms, the obligations of Operator set forth herein shall end on the date that all recreational activities offered by Operator for year 2019 end, and the City has inspected Field of Dreams and communicated to Operator that all obligations have been performed pursuant to this Agreement. Operator's use of Field of Dreams shall be limited to activities connected with the Required Programming set forth herein, and shall not include any other use of the property unless expressly permitted by the City."

2. Section 12. Compensation. Section 12 is hereby amended to read as follows:

"Operator will pay the city each year as follows:

2015: \$37,000 in two equal installments of \$12,333 and one installment of \$12,334 which will be due the 1st of May, July and September.

2016: \$39,000 in three equal installments of \$13,000 which will be due the 1st of May, July and September.

2017: \$41,000 in two equal installments of \$13,666 and one installment of \$13,668 which will be due the 1st of May, July and September.

2018: \$43,000 in two equal installments of \$14,333 and one installment of \$14,334 which will be due the 1st of May, July and September.

2019: \$45,000 in three equal installments of \$15,000 which will be due on the 1st of May, July and September.

Payments will be made as compensation to the City for the Operator's privilege to operate the Field of Dreams facility."

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Contract for Solid Waste Collection the day and year first written above.

CITY OF BASEHOR, KANSAS

By: David K. Breuer

Mayor David K. Breuer



ATTEST:

Katherine M. Renn

Katherine M. Renn, City Clerk

NATIONAL YOUTH SPORTS
SANCTIONING ORGANIZATION,
LLC

By: _____

Name and Title

STATE OF KANSAS)

) ss.

COUNTY OF LEAVENWORTH)

BE IT REMEMBERED, that on this ____ day of _____, 2014, before me, the undersigned Notary Public in and for the County and State aforesaid, appeared _____ of National Youth Sports Sanctioning Organization, LLC, to me personally known, who being duly sworn did say that he has the authority to execute the foregoing document and that he acknowledged he fully understands the content and meaning of the within instrument and acknowledges that said instrument is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last written above.

My Appointment Expires: _____

Notary Public