

# FORTVILLE TOWN COUNCIL

## MEETING AGENDA

»» MONDAY, JUNE 5<sup>th</sup>, 2023 ««

— TOWN OF —  
FORTVILLE

### TOWN COUNCIL

- Frederick Fentz, *President*
- Tonya Davis, *Vice President*
- Becky Davis, *Member*
- Elizabeth Wyatt, *Member*
- Ryan Rummell, *Member*

### CLERK-TREASURER

- Melissa Glazier

### TOWN STAFF

- Joe Renner, *Town Manager*
- Alex Intermill, *Town Attorney*

### PUBLIC MEETING

Fortville Town Hall  
714 E. Broadway St.  
Fortville, IN 46040  
7:00 p.m.

### WEB ACCESS VIA:

Zoom  
Call: 1-305-224-1968  
Meeting ID: 863 4196 5549  
Link:  
<https://us02web.zoom.us/j/86341965549>

### 1. TOWN COUNCIL MEETING OPENING - 7:00 PM

- a. **Call Meeting to Order** - Council President
- b. **Pledge of Allegiance**
- c. **Roll Call** – Clerk-Treasurer
- d. **Declaration of Quorum** - Council President
- e. **Approve the Meeting Agenda**
- f. **Approve Minutes** from previous meeting:
  - i. May 15<sup>th</sup>, 2023

### 2. NEW BUSINESS

- a. [Tone Salon, 110 S. Main Street](#) - Council to consider allowing or prohibiting a dumpster in the public parking lot between Main and Merrill Streets.

### 3. OLD BUSINESS

- a. **Mt. Vernon Optimist Club** - Council to review the two options of the written 'Athletic Fields Use Agreement'.
  - i. [MVOC 'Athletic Fields Use Agreement' - Option 1](#)
  - ii. [MVOC 'Athletic Fields Use Agreement' - Option 2](#)

### 4. DEPARTMENT REPORTS

- a. **Town** – Joe Renner
- b. **Police** – Patrick Bratton
- c. **Parks & Recreation** – Heath Luther
- d. **Planning & Building** – Adam Zaklikowski
- e. **Clerk-Treasurer** – Melissa Glazier
- f. **Legal** – Alex Intermill

### 5. PUBLIC COMMENTS

### 6. TOWN COUNCIL COMMENTS

### 7. APPROVE & SIGN VOUCHERS

### 8. ADJOURNMENT

In accordance with the Americans with Disabilities Act (ADA), the Town of Fortville will, upon request, provide appropriate aid and/or assistance leading to effective participation for people with disabilities. Anyone who requires such assistance should contact **Andy Williams** - Office Manager, at (317) 485-4044 Ext. 1003 or via email at [awilliams@fortvilleindiana.org](mailto:awilliams@fortvilleindiana.org), at least forty-eight (48) hours before the scheduled meeting.



## MVOC ATHLETIC FIELDS USE AGREEMENT

THIS ATHLETIC FIELDS USE AGREEMENT (this "Agreement"), executed on \_\_\_\_\_, 2022, by and between the Town of Fortville, Indiana ("Town"), by and through its Fortville Parks Department ("Fortville Parks"), with offices at 714 E. Broadway, Fortville, Indiana and the Mt. Vernon Optimist Club ("MVOC"), whose address is P.O. Box 302, Fortville, Indiana 46040.

### RECITALS

- A. MVOC administers youth baseball and softball leagues and desires to utilize the Town's athletic fields in Fortville Memorial Park (the "Fields") for practices and games.
- B. The Town finds that it is in the best interest of the community and to facilitate MVOC's youth sports leagues and provide such leagues priority in scheduling the Fields for practices and games.
- C. The Town and MVOC desire to enter into this Agreement to provide the terms of MVOC's use of the Fields for its youth baseball and softball leagues.

### AGREEMENT

In consideration of the mutual covenants hereinafter contained, and each act performed hereunder by either of the parties, Town and MVOC agree as follows:

#### 1. Athletic Field Fees.

- a. In lieu of Field Use Fees, Fortville Parks Department will accept equal/in kind donations selected from the attached list made during each calendar year.
- b. All outstanding park use fees must be paid at the time of execution of this agreement.

#### 2. Scheduling.

- a. MVOC will provide a preliminary schedule by January 31st. with a maximum of 4 weekdays and one weekend day
- b. MVOC will provide a final schedule by March 31st. for Spring/Summer season and by July 31<sup>st</sup> for the Fall Season
- c. Rainouts will be first come first serve

3. Priority Scheduling. If MVOC has complied with the terms of Paragraph 2 of this Agreement MVOC shall have first priority for scheduling practices and games for the spring season (April 1 – July 31) and the fall season (August 1 – October 31). Failure to comply with the terms of Paragraph 2 of this Agreement may result in the loss of MVOC's priority scheduling.

4. Fields Maintenance. Fortville Parks shall be responsible for mowing, fertilizing, and general upkeep of the Fields. MVOC shall be responsible, at MVOC's sole cost, for lining fields and repairing any minor damage to the Fields caused during MVOC games or practices.

5. Term. This Agreement shall renew on January 1 of each year unless either party provides notice to the other on or before December 1 of its intention to terminate the Agreement.

6. Termination. The Town may terminate this Agreement in the event MVOC fails to comply with the terms of the Agreement, which shall constitute a default, and MVOC does not cure such default within thirty (30) days of receiving notice from the Town. Either party may terminate this Agreement without cause by providing notice to the other party pursuant to Paragraph 5.

7. Assignment. MVOC shall not assign or transfer this Agreement without the prior written consent of Town.

8. Waivers. No waiver of any condition or term in this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or term of this Agreement.

9. Notices. All notices required under this Agreement shall be deemed to be properly served if sent by certified mail with return receipt requested, by personal delivery, or by email at hluther@fortvilleindiana.org (or such other email provided by the Town) for notice to the Town or mvocoffice@gmail.com (or such other email provided by MVOC) for notice to MVOC, provided an original of the required notice is sent via regular mail the same day such email is sent, to Town and MVOC at the address as specified on the first page of this Agreement, or to such other addresses which Town or MVOC may designate in writing delivered to the other party for such purpose. Date of service of a notice served by mail or via email shall be the date on which such notice is deposited in a post office of the United States Postal Service or sent via email. Date of service of a notice served by personal delivery shall be on the date of delivery.

10. Law of Indiana. This Agreement has been executed under and shall be governed by the laws of the State of Indiana.

11. Complete Agreement. This Agreement contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except such as are herein provided.

12. Successors in Interest. The covenants, agreements, terms, and conditions of this Agreement shall be binding upon and inure to the benefit of Town and MVOC and their respective heirs, executors, administrators, successors and assigns, but shall create no rights in any other person except as may be specifically provided for herein.

13. Partial Invalidity. If any Agreement provision is invalid or unenforceable to any extent, then that provision shall be deemed modified to the extent necessary to render that provision enforceable and the remainder of the Agreement shall continue in effect and be enforceable to the fullest extent permitted by law.

14. Authority to Sign. Each party represents and warrants that it has taken all actions necessary to authorize the execution of this Agreement.

15. Public Inspection of Agreement. The Town Manager for the Town of Fortville shall file and keep a copy of this Agreement in a place available for public inspection.

EXECUTED as of the date first above written.

**Town of Fortville, Indiana**

By: \_\_\_\_\_  
Heath Luther, Parks Director

**Mt. Vernon Optimist Club**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

## Items Needed

**Base Sets \$149.48 for a set of 3 bases** on Amazon...I typically buy at least 3-4 sets per year (They get beat up quick)

[Amazon.com : CHAMPRO Pro Style Molded Rubber Base Set of 3 Ground Anchored Bases for Baseball and Softball , WHITE, 15" x 3" : Baseball Bases : Sports & Outdoors](#)

**Waffle Bottom Home Plates \$103.95 for one...need at least 4** to cover the fields that need new ones

[Amazon.com : Champro Waffle Pro Style Home Plate \(White\) , 15 in. x 15 in. x 3" : Baseball Equipment : Sports & Outdoors](#)

**Pitching Rubbers \$28.31 for one...need at least 3** to cover missing or ripped currently

[Amazon.com : Champro Official 3-Spike Pitcher's Rubber, Economy WHITE, Official Size - 6"x24" : Baseball Pitching Rubbers : Sports & Outdoors](#)

**Spraying fields** (All of Hampton, outfields of the softball fields, and outfield and infield of LL diamond) \$900 each time, 6 times a year for a total of \$5400. **Cover 2 or 3 sprays?**

**Calcine Clay \$514 a pallet...all fields get at least 1 pallet** every spring. However, Hampton had never been done, so at minimum need 3 pallets to cover those fields...\$1542 plus delivery fee. Really there needs to be 6 pallets put down but can get by with three

**Community Center Gym resurfacing which would be around \$2500**

**Portable pitching mound** that could be used by all...

[Amazon.com : Portolite 2 Piece 10" Game Pitching Mound Clay : Sports & Outdoors](#)

**Replace old playground by concession stand with climbing rock and safety surfacing...3k-4k**

[Climb and Discover Cave | Climbing, Crawling Discovery Fun \(byoplayground.com\)](#)

**New trash receptacles so we don't have to keep using cut up 55 Gal barrels from the water department...500-600 a piece**

[BYO Series Complete Trash Receptacle Kit | Trash Receptacles \(byoplayground.com\)](#)

These are just some of the things that we need and/or go through every year...some other things are:

**Grass seed**...we aerate and overseed all of the fields twice a year...grass seed is \$150 per 50lb bag and each field gets a bag

**Sod Cutter rental** to cut back edges...\$85 a day x 3 days

**Clay to repair playing surface holes, \$15ish a bag.** Depends on the year but we might use 10 bags or an entire pallet



### MVOC ATHLETIC FIELDS USE AGREEMENT

THIS ATHLETIC FIELDS USE AGREEMENT (this “Agreement”), executed on \_\_\_\_\_, 2022, by and between the Town of Fortville, Indiana (“Town”), by and through its Fortville Parks Department (“Fortville Parks”), with offices at 714 E. Broadway, Fortville, Indiana and the Mt. Vernon Optimist Club (“MVOC”), whose address is P.O. Box 302, Fortville, Indiana 46040.

#### RECITALS

- A. MVOC administers youth baseball and softball leagues and desires to utilize the Town’s athletic fields in Fortville Memorial Park (the “Fields”) for practices and games.
- B. The Town finds that it is in the best interest of the community and to facilitate MVOC’s youth sports leagues and provide such leagues priority in scheduling the Fields for practices and games.
- C. The Town and MVOC desire to enter into this Agreement to provide the terms of MVOC’s use of the Fields for its youth baseball and softball leagues.

#### AGREEMENT

In consideration of the mutual covenants hereinafter contained, and each act performed hereunder by either of the parties, Town and MVOC agree as follows:

##### 1. Athletic Field Fees.

- a. There will be no Field Use Fees charged for 2023.
- b. Fees for field use for 2024 and all future seasons will be as follows:

JT / RB / LL fields will follow the current Town fee schedule:  
Memorial Park: Practice w/o lights \$25.00 Practice with lights \$50.00 per field  
Memorial Park: Games w/o lights \$50.00 Game with lights \$75.00 per field  
No fees will be charged on (3) T-Ball fields on Hampton Field.

- c. Field fees for each field that is scheduled shall be paid at the time MVOC submits their final schedule or the end of each season. MVOC will be responsible for field fees for all scheduled times except those at Hampton Field.
- d. All outstanding park use fees must be paid at the time of execution of this agreement.

2. Scheduling.

- a. MVOC will provide a preliminary schedule by January 31st. with a maximum of 4 weekdays and one weekend day
- b. MVOC will provide a final schedule by March 31st. for Spring/Summer season and by July 31<sup>st</sup> for the Fall Season
- c. Rainouts will be first come first serve

3. Priority Scheduling. If MVOC has complied with the terms of Paragraph 2 of this Agreement and commits to an in kind donation (from the attached list) for Fortville Park, MVOC shall have first priority for scheduling practices and games for the spring season (April 1 – July 31) and the fall season (August 1 – October 31). Failure to comply with the terms of Paragraph 2 of this Agreement may result in the loss of MVOC's priority scheduling.

4. Fields Maintenance. Fortville Parks shall be responsible for mowing, fertilizing, and general upkeep of the Fields. MVOC shall be responsible, at MVOC's sole cost, for lining fields and repairing any minor damage to the Fields caused during MVOC games or practices.

5. Term. This Agreement shall renew on January 1 of each year unless either party provides notice to the other on or before December 1 of its intention to terminate the Agreement.

6. Termination. The Town may terminate this Agreement in the event MVOC fails to comply with the terms of the Agreement, which shall constitute a default, and MVOC does not cure such default within thirty (30) days of receiving notice from the Town. Either party may terminate this Agreement without cause by providing notice to the other party pursuant to Paragraph 5.

7. Assignment. MVOC shall not assign or transfer this Agreement without the prior written consent of Town.

8. Waivers. No waiver of any condition or term in this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or term of this Agreement.

9. Notices. All notices required under this Agreement shall be deemed to be properly served if sent by certified mail with return receipt requested, by personal delivery, or by email at hluther@fortvilleindiana.org (or such other email provided by the Town) for notice to the Town or mvocoffice@gmail.com (or such other email provided by MVOC) )for notice to MVOC, provided an original of the required notice is sent via regular mail the same day such email is sent, to Town and MVOC at the address as specified on the first page of this Agreement, or to such other addresses which Town or MVOC may designate in writing delivered to the other party for such purpose. Date of service of a notice served by mail or via email shall be the date on which such notice is deposited in a post office of the United States Postal Service or sent via email. Date of service of a notice served by personal delivery shall be on the date of delivery.

10. Law of Indiana. This Agreement has been executed under and shall be governed by the laws of the State of Indiana.

11. Complete Agreement. This Agreement contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except such as are herein provided.

12. Successors in Interest. The covenants, agreements, terms, and conditions of this Agreement shall be binding upon and inure to the benefit of Town and MVOC and their respective heirs, executors, administrators, successors and assigns, but shall create no rights in any other person except as may be specifically provided for herein.

13. Partial Invalidity. If any Agreement provision is invalid or unenforceable to any extent, then that provision shall be deemed modified to the extent necessary to render that provision enforceable and the remainder of the Agreement shall continue in effect and be enforceable to the fullest extent permitted by law.

14. Authority to Sign. Each party represents and warrants that it has taken all actions necessary to authorize the execution of this Agreement.

15. Public Inspection of Agreement. The Town Manager for the Town of Fortville shall file and keep a copy of this Agreement in a place available for public inspection.

EXECUTED as of the date first above written.

**Town of Fortville, Indiana**

By: \_\_\_\_\_  
Heath Luther, Parks Director

**Mt. Vernon Optimist Club**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

## Items Needed

**Base Sets \$149.48 for a set of 3 bases** on Amazon...I typically buy at least 3-4 sets per year (They get beat up quick)

[Amazon.com : CHAMPRO Pro Style Molded Rubber Base Set of 3 Ground Anchored Bases for Baseball and Softball , WHITE, 15" x 3" : Baseball Bases : Sports & Outdoors](#)

**Waffle Bottom Home Plates \$103.95 for one...need at least 4** to cover the fields that need new ones

[Amazon.com : Champro Waffle Pro Style Home Plate \(White\) , 15 in. x 15 in. x 3" : Baseball Equipment : Sports & Outdoors](#)

**Pitching Rubbers \$28.31 for one...need at least 3** to cover missing or ripped currently

[Amazon.com : Champro Official 3-Spike Pitcher's Rubber, Economy WHITE, Official Size - 6"x24" : Baseball Pitching Rubbers : Sports & Outdoors](#)

**Spraying fields** (All of Hampton, outfields of the softball fields, and outfield and infield of LL diamond) \$900 each time, 6 times a year for a total of \$5400. **Cover 2 or 3 sprays?**

**Calcine Clay \$514 a pallet**...all fields get at least 1 pallet every spring. However, Hampton had never been done, so at minimum need 3 pallets to cover those fields...\$1542 plus delivery fee. Really there needs to be 6 pallets put down but can get by with three

**Community Center Gym resurfacing which would be around \$2500**

**Portable pitching mound** that could be used by all...

[Amazon.com : Portolite 2 Piece 10" Game Pitching Mound Clay : Sports & Outdoors](#)

**Replace old playground by concession stand with climbing rock and safety surfacing...3k-4k**

[Climb and Discover Cave | Climbing, Crawling Discovery Fun \(byoplayground.com\)](#)

**New trash receptacles so we don't have to keep using cut up 55 Gal barrels from the water department...500-600 a piece**

[BYO Series Complete Trash Receptacle Kit | Trash Receptacles \(byoplayground.com\)](#)

These are just some of the things that we need and/or go through every year...some other things are:

**Grass seed**...we aerate and overseed all of the fields twice a year...grass seed is \$150 per 50lb bag and each field gets a bag

Sod Cutter rental to cut back edges...\$85 a day x 3 days

**Clay to repair playing surface holes, \$15ish a bag.** Depends on the year but we might use 10 bags or an entire pallet

THE  
**ALLEY**  
2022

Tone  
HAIR COLOR & EXTENSIONS

Blown

Tone

claires

TO S. MAIN

