



Board of Park Commissioners

Finance Committee

Wednesday, February 15, 2023 at 5:15 p.m.

Bristol Parks, Recreation, Youth & Community Services - 51 High Street, Bristol CT

Special Meeting Agenda

1. Call to Order

- a. Attendance

2. Acceptance of meeting minutes

- a. December 21, 2022 Special Meeting Minutes
Documents: Attachment A (Pg. 3)

3. Public Participation

4. Old Business

- a. By Commissioners

5. New Business

- a. Approve the Superintendent's Bristol Blues Contract Recommendation and refer to full Board of Park Commissioners
Documents: Attachment B (Pgs. 4-8)
- b. By Commissioners

6. Adjourn

Respectfully submitted,

Jazzya Coakley
Recording Secretary
Board of Park Commissioners

Topic: Finance Committee

Time: Feb 15, 2023 05:15 PM Eastern Time (US and Canada)

Join Zoom Meeting

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Meeting ID: 836 7880 1389

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Board of Park Commissioners
Finance Committee

Wednesday, December 21, 2022 at 5:00 p.m.

Bristol Parks, Recreation, Youth & Community Services - 51 High Street, Bristol CT
Special Meeting Minutes

1. Call to Order

- a. Chair Fiorito called the meeting to order at 5:01 p.m.
- b. Attendance

Present: Robert Fiorito, Chair
Jeffrey Caggiano, Mayor
Sandra Bogdanski, Commissioner
Marie O'Brien, Board of Finance Liaison

Sarah Larson, Deputy Superintendent
Joshua Medeiros, Superintendent

Absent: Robert Lawson, Commissioner

2. Acceptance of meeting minutes

- a. **MOTION:** Made by Commissioner Bogdanski to accept the December 15, 2022 Special Meeting Minutes.
Seconded by: Chair Fiorito, all in favor; motion carried.

3. Public Participation: None.

4. Old Business

- a. By Commissioners: None.

5. New Business

- a. The Committee reviewed the Superintendent's FY 23-24 Budget Recommendation; discussion followed.
MOTION: Made by Chair Fiorito to approve the Superintendent's FY 23-24 Budget Recommendation and refer to Board of Park Commissioners.
Seconded by: Commissioner Bogdanski, all in favor; motion carried.
- b. By Commissioners: None.

6. Adjourn

- a. **MOTION:** Made by Chair Fiorito to adjourn the meeting at 5:59 p.m.
Seconded by: Commissioner Bogdanski, all in favor; motion carried.

Respectfully submitted,

Jazzya Coakley
Recording Secretary
Board of Park Commissioners

AGREEMENT

Agreement made this _____ day of _____, 2023 and between the City of Bristol (hereinafter called the "City") a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut and the Bristol Blues Baseball Club (hereinafter called "BBBC") a corporation organized under the laws of the State of Connecticut and having its office in the City of Bristol, County of Hartford and State of Connecticut.

WITNESSETH:

- 1) In consideration of the following annual payments: Year 1, \$14,500.00, Year 2, \$14,500.00, and Year 3, \$14,500.00 and other good and valuable consideration, the City grants to said BBBC the license, right and privilege to use certain City property as hereinafter described, for the purposes of conducting athletic competition and other activities related to the game of baseball and other events.

These annual payments are based upon a 22 game regular season schedule. A payment of \$7,250.00 shall be made no later than July 15th and a second payment of \$7,250.00 shall be made no later than August 15th annually. For BBBC sponsored tournaments or special events (outside of regular season games) the BBBC will be charged for and responsible for paying all City staffing, equipment and rental fees, including the Showmobile. Any additional regular season games or playoff games will be assessed and the BBBC agrees to pay a fee of \$135.00 per game, plus all associated staffing fees at \$50.00/per hour. A late payment charge of three percent (3%) shall be added to each of the above payments for each week (7 days) said payment is late and unpaid.

The BBBC shall have access to Muzzy Field and related amenities on game days only. Use of the Press Box or other related amenities outside of game days is not included under this agreement, however, at its option the BBBC may utilize the Press Box or other related amenities outside of game days for the additional rent of \$1,000.00 per month or any part thereof, payable in addition to the annual payments above, and due in full on the first day of each month or rental period designated.

- 2) These activities shall be conducted on that portion of City property known as Muzzy Field, which shall include the non-exclusive right to park in the surrounding designated parking areas.
- 3) The term of this agreement shall be as follows:
 - a) Three Years commencing on March 1, 2023 and shall terminate on December 31, 2025.
 - b) Three (3) months prior to the commencement of the Agreement or its renewal, BBBC shall submit to the Board of Park Commissioners a letter of intent requesting renewal.
- 4) It is mutually agreed that BBBC shall not have, nor acquire, any title to said property, or to fixed improvements constructed or to be constructed thereon, and, at the termination of this Agreement, shall have no cause, right or claim against the City and shall then peaceably vacate said premise.

- 5) BBBC agrees to observe the following conditions:
- a) BBBC shall not make temporary or permanent alterations to the facility and parking areas, nor construct any structure thereon without the written permission of the Board of Park Commissioners. Future improvements such as storage sheds, tents, shelters or similar items shall not commenced without the written permission of the Board of Park Commissioners.
 - b) BBBC, at is expense, shall take reasonable and timely measures to maintain public order, peace and quiet during its activities including arrangements for suitable medical, police, firefighter presence as maybe indicated or become apparent for and during such activities.
 - c) BBBC agrees to comply with Muzzy Field Facility Rules, applicable city ordinances, state and federal statutes and shall require their members, guests and patrons to do the same.
 - d) BBBC has the right to sell beer and wine only during BBBC activities and /or other events, in areas designated by the Board of Park Commissioners and shall secure all necessary licenses, permits and insurance. All beer and wine sales shall be dispensed in plastic or aluminum containers, bottles, cups, pouches. All beer and wines sales will terminate at the end of the seventh (7th) inning of each baseball contest.
 - e) For a fireworks event that follows a baseball contest, beer and wine sales will terminate at the end of the baseball contest. For all other special events, beer and wine sales will terminate at the end of the event.
 - f) BBBC shall provide to the Board of Park Commissioners a written schedule of events which it shall conduct or sponsor on a quarterly basis (Jan-March; April-June; July-Sept.; Oct.-Dec.) and shall provide ten (10) days written notice of change in said calendar. All other non-sporting events must be presented to the Board of Park Commissioners for approval.
 - g) It is expressly understood that this Agreement does not grant exclusive rights to Muzzy Field for the use of the field. The City expressly retains the rights to use said premises for other activities or designees throughout the term of this Agreement provided that BBBC has no approved scheduled program events or contests at such time. All other events shall be presented to BBBC on or about February 1, of each for scheduling purposes.
 - h) BBBC has no right to sell or assign any rights granted under this agreement.
 - i) The City does grant to the BBBC the exclusive right and the BBBC does accept from the City the exclusive right and agrees to operate concessions during Bristol Blues regular season and post-season games at Muzzy Field under the terms specified herein. Concessions for all non-BBBC games and events will be handled by a 3rd party at the discretion of the City.
 - j) BBBC agrees to sell on the concession site, food, beverages, including soft drinks, ice cream, nuts, candy and other refreshments approved by the Board of Park Commissioners. Beer and wines sales are permitted during BBBC activities and/or other events.
 - k) BBBC agrees to provide the City of Bristol with a certificate of insurance in accordance with the specifications as adopted by the City, and indemnify, defend and save harmless, the City of Bristol, as well as its officers, agents and employees from any and all claims and losses accruing or resulting from the performance of this agreement and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by BBBC in the performance of this agreement.
 - l) The City shall have the right at any time to terminate the concession by giving thirty (30) days written notice to BBBC. The BBBC shall have thirty (30) days after receipt of written notice to cure any non-compliance complaints by the City. However, if the BBBC is in compliance with all the terms of this agreement, the City shall refund any compensation paid by BBBC on a pro-rata basis based on the length of the performance.
 - m) The BBBC agrees to pay the City an annual concession fee of \$2,500.00 on or before July 1,

2023 and \$2,500.00 on or before July 1, 2024; \$2,500.00 on or before July 1, 2025.

- n) The BBBC must keep the concession areas clean and neat at all times. All attendants shall always be clean as to their appearance and dress. The BBBC shall provide enough attendants to take care of the public's wants with reasonable promptness. The BBBC shall furnish its own equipment and furniture necessary for the operation of the concession. BBBC must furnish at their expense any and all permits, health or otherwise for the transaction of business. All work done and equipment used shall comply with all pertinent OSHA, Federal, State and Local regulations. The utility costs shall be paid by the City of Bristol. The concession shall operate at all times when functions are held within the facility. BBBC shall comply in all aspects with Equal Employment Opportunity Act and Affirmative Action Plan. Findings of non-compliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this agreement.
- 6) In the event that any concession site contemplated herein shall be partially or totally destroyed by fire or other casualty, so as to render them inoperable, either the City or the BBBC may elect to withdraw such concession site from this agreement and said concession site shall be released from the terms of this agreement. Such election shall be made by written notice to the other party.
- 7) Requests to utilize Muzzy Field or its related amenities outside the scope of this agreement, such as changes in scheduling, access to the property, requests for additional equipment or amenities shall be considered on a case by case basis by the Superintendent of Parks, Recreation, Youth & Community Services in consultation with the Board of Parks Commissioners. Additional fees for such requests will be assessed as determined appropriate by the Board of Parks Commissioners and the City.
- 8) The BBBC is granted the right to seek up to thirty seven (37) 8' X 16' advertising signs to be painted on the Muzzy Field outfield fence. BBBC must purchase and maintain said fence advertising throughout the duration of this agreement. Maintenance shall, at the expense of BBBC, include any repair, repainting, updates, changes or alterations. BBBC agrees to pay to the City of Bristol, a fee of 5% per sign annually, on or before July 1, of each year thereafter during the term of this agreement in consideration of the privilege to advertise at Muzzy Field. BBBC agrees to allow the City of Bristol to retain any department or city affiliated advertising throughout the duration of the agreement.
- 9) The BBBC will be required, at its own expense, to purchase, paint, install and maintain said advertising throughout the duration of this agreement. Maintenance shall, at the expense of BBBC, include any repair, repainting, updates and changes. BBBC agrees to restore Muzzy Field outfield fencing to its original condition upon removal of any advertising, at its own expense.
- 10.) The BBBC assumes full responsibility to place and remove the ball field tarp during inclement weather. BBBC is responsible for any damage the field may sustain as a result of tarp placement or failure to remove tarp. The City retains the right to deny use of the tarp at its sole discretion. The City reserves the final right to cancel or postpone an event at its sole discretion.
- 11.) It is further agreed that if BBBC violates any of the provisions of this Agreement, then this Agreement shall thereupon, by virtue of this express stipulation therein expire and terminate any BBBC privilege to operate or use said premises shall be automatically forfeited. The City

shall give BBBC thirty (30) days written notice of any breach of this obligation and BBBC shall have thirty (30) days from the date of receipt of notice to cure said breach.

12.) Notice shall be sent to the parties at the following addresses:

The Honorable Jeffrey Caggiano, Mayor
City of Bristol
111 North Main Street
Bristol, CT 06010

Bristol Blues Baseball Club
Robert G. Dabkowski, Owner
47 Lake Drive North
New Fairfield, CT

Or to such other addresses either party shall designate from time to time.

13.) The BBBC shall not assign or transfer its right and privileges granted under this agreement either in whole or in part, without first obtaining the written consent of the City and Board of Park Commissioners.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and to duplicate of the same tenor and date this ____ day of _____, 2023.

WITNESSES:

CITY OF BRISTOL:

By: Mayor Jeffrey Caggiano
Duly Authorized by Resolution dated

BRISTOL BLUES BASEBALL CLUB

By: Robert G. Dabkowski, Owner
Duly Authorized by Resolution dated