

**CITY OF UNION GAP  
AND  
YAKIMA VALLEY BMX ASSOCIATION**

*Facility Use Agreement*

THIS AGREEMENT is made and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the CITY OF UNION GAP PARKS DEPARTMENT, hereinafter called the CITY, and the YAKIMA VALLEY BICYCLE MOTOCROSS (BMX) ASSOCIATION, P.O. Box 1362, Zillah, Washington, 98953, hereinafter called the ASSOCIATION, upon the following terms and conditions:

1. PREMISES:

THE CITY owns and operates a public park facility at 1000 Ahtanum Road, Union Gap, Washington, commonly referred to as the Youth Activities Park, which they have made available to the ASSOCIATION to accommodate a public Bicycle Motocross (BMX) track. The ASSOCIATION has developed and agreed to maintain a BMX track at the Youth Activities Park

The ASSOCIATION shall have the right to use the area designated on the attached map (Attachment "A") as BMX track, the designated restrooms, as well as all roads necessary for ingress and egress and those parking lots adjacent to said area and designated on the attached map as parking, for BMX events. The ASSOCIATION shall have the right to conduct American Bicycle Association (ABA) sanctioned BMX races together with all activities incidental thereto. Each race will involve approximately 75 participants.

2. DURATION:

The ASSOCIATION shall have the right of use of the premises on the dates and times listed on Attachment "B". A track set-up crew consisting of not more than five (5) vehicles will be allowed to enter the park at 8:00 a.m. on event days. Set-up crewmembers will close the entrance gate after entering the park. The CITY reserves the right, after consultation with the ASSOCIATION, to delay the use of the track or to cancel use if severe conditions will not adequately support the activity and may cause long term damage to the facility. Consideration will be given to weather conditions and use in determining delays or cancellations. If possible, ten days notice will be given the ASSOCIATION prior to any delays or cancellations.

The ASSOCIATION will submit to the CITY prior to March 1 each year the schedule of events for the season. Prior to preparing the schedule of events, the ASSOCIATION will

contact the CITY regarding weekends that will not be available for track scheduling due to other large events being held at the park.

3. **CITY RESPONSIBILITIES:**

a. The CITY will provide a connection to the park's water system (domestic and/or irrigation). Metered water through The City domestic system is the only water available until an irrigation system with an automatic valve can be connected to City (Parks) irrigation system.

b. **MOWING:** The CITY will mow the area to the North of the track at the same time as the rest of the turf within the park. Special mowing requirements for Association events must be coordinated with the City park supervisor in advance (4-5 days) to the event.

c. **IRRIGATION:** Irrigation shall be done as needed except at times during scheduled events. Winterization of irrigation system shall be preformed by the CITY at a time in which the CITY deems necessary.

d. **BLEACHERS:** For the ASSOCIATION'S major events the CITY shall provide two (2) sets of bleachers in the area shown on the map (Attachment "B") at a cost of \$5.00 per set per day. (See Attachment "A", Detail of Charges).

e. **PICNIC TABLES:** On each event day, The CITY shall provide five (5) picnic tables in the area shown on the map (Attachment "A") at a cost of \$2.00 per table per day if requested three to four days prior to event. (See Attachment "A", Detail of Charges).

f. **DUMPSTERS/LITTER PICKUP:** The CITY will furnish four (4) garbage cans in the designated areas. The ASSOCIATION is responsible to pick up litter in their designated area. If the ASSOCIATION fails to pick up litter in that area, the CITY will pick up the litter. This extra service will be charged at standard rates (\$54.00/hour) and billed directly to the ASSOCIATION as an extra cost under this agreement. (See Attachment "A", Detail of Charges). The CITY will provide removal of garbage from said garbage cans on a timely basis. If the requirement for extra garbage cans is needed, the appropriate City employee shall be notified.

4. **ASSOCIATION RESPONSIBILITIES:**

a. **LITTER PICKUP:** On the designated BMX track, parking lots and adjacent areas, the ASSOCIATION shall pick up all litter and place it in a litter receptacle. At the end of each scheduled day's activities, the ASSOCIATION will do a litter sweep of the area. If the ASSOCIATION'S volunteers fail to pick up the litter, the CITY will pick up the litter. This extra service will be charged at standard rates (\$54.00/hour) and billed directly to the ASSOCIATION as an extra cost under this agreement. (See Attachment "A", Detail of Charges).

b. **WEED CONTROL:** All weed control within the track area and the slopes immediately outside the track area shall be maintained by the ASSOCIATION. Any such costs associated with the weed control in this area shall be borne by the ASSOCIATION.

c. The ASSOCIATION will be responsible for maintaining and repairing the irrigation system and domestic water system in the track area with the exception of the electronic valve that operates the irrigation system.

d. Track and slope preparation and maintenance to comply with ABA specifications must be maintained by the ASSOCIATION.

e. Water, labor and approved materials needed for dust control of track and access road must be provided by and at the cost of the ASSOCIATION. The CITY'S park supervisor must be notified of any said dust control measures.

f. The ASSOCIATION must supply adequate staffing to control parking at the designated parking areas (Attachment "B").

g. The ASSOCIATION is responsible of payment of metered irrigation water used at the track. The CITY will bill the ASSOCIATION for water usage monthly.

h. The ASSOCIATION is responsible for labor and materials to fully maintain the BMX track, parking area, access road, landscaping and water distribution system.

i. The ASSOCIATION must submit to the CITY all sources of supplies or equipment, operating and maintenance manuals associated with the operation of the facility and/or project.

j. The ASSOCIATION must contact the CITY one week in advance regarding any significant non-routine projects, including hauling in additional soil or fill material.

k. Upon diminished interest and/or usage of the track and/or the track becomes cost prohibitive to operate and maintain, or if so instructed to do so by the CITY, dismantlement of the track. Track area will be returned to as close to the original contours as possible.

#### 5. TOILET & HAND WASHING FACILITIES:

The CITY shall designate toilet facilities (see Attachment "B") near the BMX track for the ASSOCIATION'S use. Said facilities shall be clean and stocked. After September 30, 2008, at the CITY'S option, the restrooms may be closed and winterized. If needed, sani-cans may be placed near the track at a designated area. Costs of providing the sani-cans shall be borne by the ASSOCIATION.

#### 6. TRAFFIC CONTROL

Due to the requirement of other park users and roadway safety, The ASSOCIATION may be required at the CITY'S discretion to furnish two (2) employees to control traffic at the Youth Barn and the Activities Building parking areas, on June 15, 2008. The cost of the additional employees shall be borne by the ASSOCIATION, as shown on Attachment "B". Traffic Control on Ahtanum Road will be required during all times necessary on June 15, 2008. Cost of services shall be borne by the ASSOCIATION. All flaggers will possess current Washington State flagger certification cards and must meet City requirements for qualifications. In the event certified flagger

cards are not submitted to the City, for authorization by 3:00 p.m. Thursday, June 12, 2008, the CITY shall furnish employees to perform the Ahtanum Road traffic control. The cost of the additional employees shall be borne by the ASSOCIATION, as shown on Attachment "A".

7. RECREATION VEHICLE (RV) PARKING / CAMPING:

a. Because the event scheduled on June 15, 2008, is a large event, the ASSOCIATION will be permitted to have participants camp overnight in the BMX Track parking lot on Saturday, June 14, 2008, with the following stipulations:

b. Campers will be in the park by dusk and remain in the park until the following morning; all campers must remain in the camping area after dusk to avoid conflict with building rentals. A quiet time will be observed between the hours of 10:00 P.M. and 8:00 A.M.;

c. The front gate will remain closed, but not locked throughout the night Saturday, June 14, 2008, until 8:00 A.M. Sunday, June 15, 2008.

d. A fee of \$10.00 per campsite per night will be paid to the CITY. Said fee will be collected by the ASSOCIATION and paid to the CITY by Friday, June 13, 2008. **The maximum number each night will be ten (10) campsites.** Camping will be allowed in the area shown on the attached map (Attachment "B").

e. The ASSOCIATION will provide Sani-cans for use by those camping overnight.

f. The ASSOCIATION will inform those camping overnight that there are no water, sewer or electrical hookup services available.

8. LOST AND FOUND:

The DEPARTMENT will provide and set up a bin or barrel outside the storage facility. Any items found at the track can be placed in this container by the ASSOCIATION volunteers. The CITY staff will check the container and move the items to the CITY'S lost and found storage.

9. ACCESS TO BREAKER PANELS:

A key will be given to the appropriate BMX representative to allow access to the electrical breaker panels at the pump house. This will allow the ASSOCIATION representative to reset any tripped breaker during the course of the event.

10. CONCESSION FEES:

The ASSOCIATION will be permitted to set up one (1) concession trailer in the location designated on the map (Attachment "B") which will remain at the BMX track during the dates on the event schedule. The ASSOCIATION will be responsible for maintenance and upkeep of the concession trailer, including repair of vandalism and removal of graffiti. The CITY will not be responsible for any loss or damage to the concession trailer. Placement of the concession trailer will be approved by the CITY and

the unit will be removed from the BMX track area within one week following the final event of the season. The ASSOCIATION anticipates operating the concession only on weekends. If the concession will be operated for Wednesday events, the ASSOCIATION will notify The CITY in advance. If additional concessions will be operated in conjunction with the event on June 15, 2008, they are subject to a Concession fee. Payment for those concessions will be made along with the camping fees, no later than Friday, June 13, 2008. Concessionaires must remain in assigned area at all times, must have a current City of Union Gap Business License, must have a current Washington State Department of Health Handlers Card and Proof of Liability Insurance.

11. LIABILITY:

The ASSOCIATION shall secure public liability and employee insurance covering bodily injury and property damage in the sum of not less than \$1,000,000 single limit liability coverage. Said policies of insurance shall name the CITY and their officers and employees as an additional insured. A binder of the original of said policy shall be delivered to the City of Union Gap Public Works Director or his designee no later than March 7, 2008. If the coverage runs out or is cancelled, this agreement is therewith cancelled.

12. INDEMNIFICATION

The ASSOCIATION shall defend, indemnify and hold harmless the CITY, its agents and employees from any and all liability, litigation, damage, loss, injury, expense or cost arising out of this rental agreement to any property, person or persons.

13. PAYMENT

The ASSOCIATION shall pay to The CITY the sum of charges accumulated after each event. Payment is to be delivered to the CITY on or before each Friday following events by 4:30 p.m., by delivery of same to the Director of the CITY or his designee; said fee is non-refundable (Attachment "A"). Payment for services, if any, shall be paid before each seceding event (see Attachment "A"). Cancellation of an event will be permitted if notice is given to the CITY three working days prior to the scheduled use date. Adjustments in the fees due to cancellations shall be made in the rental fee for the next scheduled season. The CITY may, at a future time, charge a usage fee to offset costs associated with the maintenance and operation of the BMX track facility.

14. DAMAGES:

If an repair or restoration work is needed, as a result of the event, the work shall be charged at standard rates and billed directly to the ASSOCIATION as an extra cost.

15. ASSIGNMENT SUBLETTING:

This agreement shall be for the exclusive use and benefit of the ASSOCIATION and the use of the BMX track, adjacent areas, designated parking and restrooms, cannot

be transferred, shared or assigned without the expressed written consent of the CITY. To avoid a conflict of activities and assure the ASSOCIATION first use opportunity, the CITY will consult with the ASSOCIATION prior to scheduling other events not affiliated with or sponsored by the ASSOCIATION. The CITY, prior to approving other events at the BMX track, will consider the potential short and long term damage to the track to protect the ASSOCIATION'S interest

16. TERM:

The term of this agreement will be annual from the date of signature and may be extended from year to year by mutual written consent of the parties. Either party may terminate this agreement upon thirty (30) days written notice sent by certified mail to the addresses listed below. There will be no penalty to the ASSOCIATION, providing the BMX track and adjacent area are left in satisfactory condition. Any prepaid fees for rental dates beyond the cancellation date would be refunded to the ASSOCIATION.

17. NOTICES:

For purposes of this agreement, notices shall be addressed to the following:

YV BMX ASSOCIATION  
ATTN: Darin Lortin  
P.O. Box 1362  
Zillah, Washington, 98953

City of Union Gap  
ATTN: Pubic Works Department  
102 W. Ahtanum Road  
Union Gap, WA 98903

18. ADDITIONAL CONSIDERATION:

a. The ASSOCIATION is responsible for advising all members, of the park rules and regulations; a complete copy is on file with the ASSOCIATION. Specific attention must be given to the 15 M.P.H. speed limits and the no parking on the grass rule. Participants, and spectators, must park in designated parking areas only.

b. Anyone associated with BMX that moves or removes tables, barbecues, etc., from any area in the park reserved for another group, or anyone associated with BMX who takes over any area of the park reserved for another group will cause the ASSOCIATION to be charged an extra cost. The cost will include the fee for the reservation area plus the reservation area set-up costs and paperwork fees (\$54.00 per hour) involved to reserve the area for another group.

c. The CITY shall contact the ASSOCIATION as soon as possible, and no later than one (1) week following the last scheduled use of the track, to review the event/season and to prepare for subsequent event/seasons.

d. The ASSOCIATION shall submit to the CITY a list of its members eligible for season parking passes by May 15, 2008. Passes will be available for purchase at the Union Gap City Hall May 16, 2008 and there after until August 29, 2008. Only one parking pass per member at a cost of \$45.00 per pass. Parking passes will only be valid for parking in the designated parking area (attachment "B"), May 16, 2008 through

October 31, 2008 and March 1, 2009 through expiration of agreement, one annual year from date signed by the CITY. Upon annual extension of agreement through mutual written consent of the parties, parking passes shall be available for purchase and use on and thereafter the agreement extension date until October 31 of every calendar year and March 1 through agreement expiration every calendar year.

**Yakima Valley BMX Association**

**City of Union Gap**

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Darin Lortin, President

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Jim Lemon, Mayor

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Date

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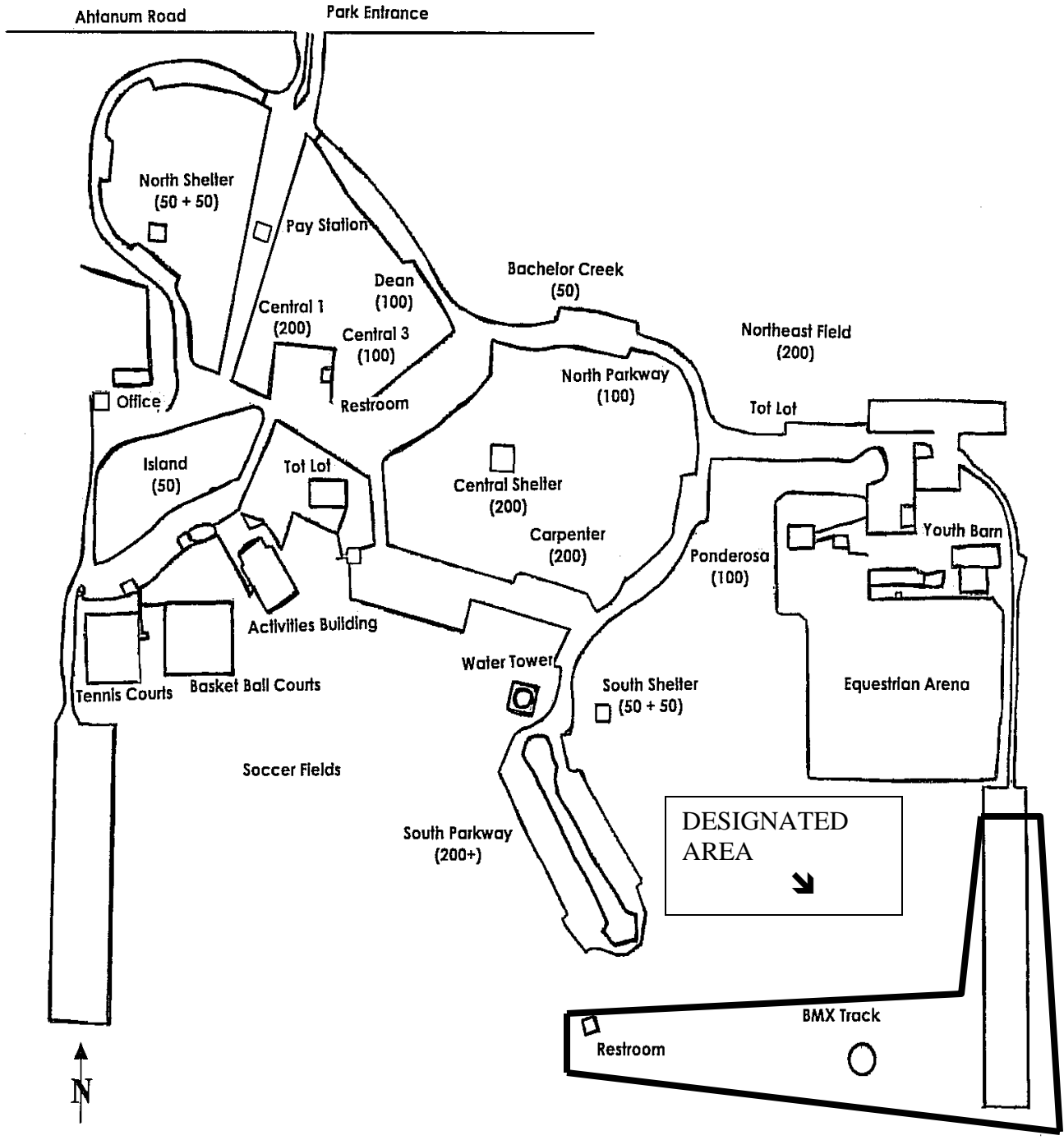
Date

**ATTACHMENT “A”**  
**YAKIMA VALLEY BMX ASSOCIATION**  
*DETAIL OF CHARGES*

CONCESSIONS	<i>Extra charges per concession @ \$30.00 each</i>	\$
PICNIC TABLES	<i>\$2.00 each per day</i>	\$
BLEACHERS	<i>\$5.00 each per day</i>	\$
TRAFFIC FLAGGERS	<i>\$54.00 per hour each employee</i>	\$
LITTER PICK UP	<i>\$54.00 per hour each employee</i>	\$
ADDITIONAL MOWING	<i>\$54.00 per hour each employee</i>	\$

*TO BE BILLED WITHIN FIVE (5) BUSINESS DAYS AFTER EVENT*

**ATTACHMENT "B"**  
**YAKIMA VALLEY BMX ASSOCIATION**  
**2008 DESIGNATED AREA MAP**



**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. 717**

A **RESOLUTION** authorizing the Mayor to sign a facility use agreement with Yakima Valley Bicycle Motocross (BMX) Association for the use of part of the Youth Activities Park.

**WHEREAS**, Yakima Valley Bicycle Motocross (BMX) Association desires to enter into an agreement with the City for the use of part of the Youth Activities Park as a BMX track, designated restrooms, as well as all roads necessary for ingress and egress and those parking lots adjacent to the BMX track as parking for BMX events. It is its desire to conduct American Bicycle Association (ABA) sanctioned BMX races together with all activities incidental thereto at the Youth Activities Park;

**WHEREAS**, the City wishes to provide parts of the Youth Activities Park for Yakima Valley Bicycle Motocross (BMX) Association's use consistent with the agreement presented herewith;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:**

The Mayor is authorized to sign a Facility Use Agreement with Yakima Valley Bicycle Motocross (BMX) Association for the use of part of the Youth Activities Park.

**PASSED** this 12<sup>th</sup> day of May 2008.

\_\_\_\_\_  
Jim Lemon, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Kathryn Thompson, CMC, City Clerk

\_\_\_\_\_  
Robert F. Noe, City Attorney

**CITY OF UNION GAP, WASHINGTON  
RESOLUTION NO. 859**

**A RESOLUTION** extending the Contract with YAKIMA VALLEY BICYCLE MOTOCROSS (BMX) ASSOCIATION.

**WHEREAS**, the City of Union Gap has a facilities use agreement with Yakima Valley BMX Association for use of the BMX track at the Ahtanum Youth Park;

**WHEREAS**, the contract provides that it may be extended for yearly periods upon the agreement of the parties;

**WHEREAS**, it is the desire of the Yakima Valley BMX Association and the City of Union Gap to extend the contract for another year to December 31, 2010;

**NOW, THEREFORE, BE IT RESOLVED BY THE UNION GAP CITY COUNCIL as follows:**

The Contract between the City of Union Gap and Yakima Valley Bicycle Motocross (BMX) Association for use of the Ahtanum Youth Park Facility and its BMX track is hereby extended with a term ending December 31, 2010.

**PASSED** this 8<sup>th</sup> day of March 2010.

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Jim Lemon, Mayor

ATTEST:

APPROVED AS TO FORM:

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Kathryn Thompson, CMC, City Clerk

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Robert F. Noe, City Attorney