

INGRAM LITTLE LEAGUE

Regular Board Meeting
August 6, 2012, 7:00 p.m.
Ingram Little League Fields

Meeting was called to order at 7:11 p.m. by President James Colbath.

Present: James Colbath, Josh Craft, Lisa Vlasek, Justin Samford, Greg Jones, Carol Murphy and James Craft.

Approval of Minutes

A motion was made by Josh Craft and seconded by Greg Jones to accept the June and July 2012 meeting minutes as written. Motion carried unanimously.

Public Comments

A motion was made by Josh Craft and seconded by Lisa Vlasek that it was definately too hot. Motion carried unanimously.

James Colbath suggested that we need to carry through with presenting a proposal to the Ingram Independent School District (IISD) board regarding reciprocity in use of our Softball field and their High School baseball field. James Colbath agreed to contact Jake Short and ask him to head up a committee to draft a proposal and bring it to the Ingram Little League Board for approval so that the proposal can be presented to the IISD secretary for inclusion on a future IISD agenda.

Secretary Resignation

Jackie Cartwright submitted her resignation from the position of Secretary of the Ingram Little League Board of Directors (see attachment). A motion was made by Lisa Vlasek and seconded by Justin Samford to accept the resignation. Motion carried unanimously. No action was taken to fill the vacancy. James Craft will remain as acting Secretary.

Financial Report - Dawn Foster-Wood

Dawn Foster-Wood Not present. No report submitted. See attched email.

Trash Disposal - Josh Craft

Josh noted that Allied Waster (Republic Services) has signed an agreement to provide waste disposal services to Ingram Little League in trade-out for a baseball sign on the Hwy 39 fence. The service will remain basically the same as it is now with trash pickup once a week during the regular season then trash pickup once a month during the off-season months. A motion was made by Justin Samford and seconded by Greg Jones to accept the Agreement as presented. (See attachment)

All Stars Update - James Craft

James Craft noted that the Minor Boys All Stars (Hill Country team made up of players from Center Point, Comfort & Ingram) placed second in the District 26 Tournament ending June 30th. All players did well and James expressed for the League our appreciation for the level to which these boys aspired and played.

The Junior Boys All Stars are District 26 Tournament Champions winning that title against Bulverde Llano. As with the Minor Boys, these players played well and deserve our congratulations. They advanced to the Sectionals Tournament which was played in South San Antonio at Five Diamonds Little League Complex. The boys played well during the tournament but were defeated after three games of tournament play by Uvalde.

Equipment Returns - Gene Roark

Gene Roark not present. No report.

Facilities and Maintenance Update - Josh Craft

Josh Craft noted that we expected a bid this week from Able Plumbing to automate the irrigation on the fields. We also expect a second bid next week from Ligon Plumbing. James Colbath said he would check with Landmark Landscaping to see if they were interested in bidding on this work. After the bids are received, they will be presented to the board for approval of one, after which we can prepare a proposal to submit to local businesses and foundations for grant funding. Lisa Vasek asked about the Field 1 scoreboard replacement and James Craft noted that he felt we should include all our wishes in one proposal (we already have pricing for a new scoreboard).

Coaching Manager Report - Sammie Highsmith

Sammie Highsmith was unavailable due to out-of-town work but asked James Craft to present a proposal for an Off Season Training (OST) program. (See Attached). A motion was made by Josh Craft and seconded by Lisa Vasek to approve the proposal as submitted. Motion carried unanimously.

Announcements & Other Business

None.

Next Meeting

The next regularly scheduled meeting of the Ingram Little League Board of Directors is set for Tuesday, September 4, 2012; 7:00 p.m. at the Ingram Little League Complex.

The General Meeting is scheduled for September 24, 2012, 7:00 pm at the Living Tree Baptist Church. All persons interested in volunteering on the Board of

Directors must attend this meeting and submit their request. Nominations will be accepted at this meeting as well.

The Election of Officers will be held on October 1, 2012, 7:00 pm at the Living Tree Baptist Church. The regular Board meeting will commence immediately after the elections.

Adjournment

A motion was made by Josh Craft and seconded by Greg Jones to adjourn the meeting. Motion carried unanimously. The meeting adjourned at 7:52 p.m.

Respectfully submitted,
James Craft
Acting Secretary

Subject: 2012 Ingram Little League Financials
From: Dawn Foster-Wood <dmfwood@gmail.com>
Date: Thu, 19 Jul 2012 17:04:23 -0500
To: James <jgraphix@ktc.com>, James Craft <jcraft@jcgraphix.com>, jamescolbath@hotmail.com

As of today, 7-19-2012, the Ingram Little Leagues account balance is \$8895.33. The following attachment is a current updated financial breakdown of all financial activity for the season.

Blessings,

Dawn Foster-Wood

Ingram Little League Financials.xlsx	Content-Type: application/vnd.openxmlformats-officedocument.spreadsheetml.sheet Content-Encoding: base64
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Subject: FW: Resignation
From: James Colbath <jamescolbath@hotmail.com>
Date: Wed, 11 Jul 2012 15:41:58 -0400
To: James Craft <jgraphix@ktc.com>

Agenda item for next month

Date: Wed, 11 Jul 2012 14:36:08 -0500
Subject: Resignation
From: jackie.l.cartwright@gmail.com
To: jamescolbath@hotmail.com

James ,
I am resigning as secretary for Ingram LL because my husband had a job transfer to Ohio and we are moving to Ohio.
Thanks,
Jackie

TERMS AND CONDITIONS FOR SERVICE AGREEMENT (Continued from other side)

SERVICES -Customer grants to Allied Waste Service of San Antonio (referred to in the remainder of this contract as COMPANY) the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and Company agrees to furnish such services.

TERM - The initial term of this agreement shall start on the date of this agreement and continue for 12 months thereafter. This agreement shall automatically renew for successive 12 month terms unless either party gives written notice of termination to the other at least 60 days before the end of the then current term. Any notice of termination under this agreement by customer shall be void unless sent via certified mail, return receipt requested and actually received by company.

WASTE MATERIALS -The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances wastes or pollutants; contaminants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) ("collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

TITLE -Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

PAYMENTS -Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) a fuel/environmental recovery fee in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice.

At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

RATE ADJUSTMENTS -Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal facility used by Company; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; or (e) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

SERVICES CHANGES -The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

RESPONSIBILITY FOR EQUIPMENT ACCESS -Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Customer shall indemnify, defend and hold harmless Company from and against all Losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer's use, operation or possession of the equipment. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

DAMAGE TO PAVEMENT -Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's location.

SUSPENSION -if any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

TERMINATION -In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION -If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

ASSIGNMENT -Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

EXCUSED PERFORMANCE -Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ATTORNEY'S FEES -if any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS -This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby.

CUSTOMER SIGNATURE: _____

DATE: _____

Subject: RE: Ingram Little League Waste Services
From: "Jones, Sherri" <SJones4@republicservices.com>
Date: Tue, 31 Jul 2012 14:13:30 -0400
To: James <jgraphix@ktc.com>
CC: James Colbath <jamescolbath@hotmail.com>, Josh Craft <carto1@jcgraphix.com>

James-This is indeed a full trade of services for advertising. There will be no charges to you.
Sherri

Warm Regards,

Sherri Jones

Allied Waste/Republic Services
Territory Sales Representative & Account Manager
3315 Loop 534
Kerrville, Texas 78028
830-200-9078 cell
830-896-6759 fax
SJones4@republicservices.com
www.republicservices.com

From: James Craft [mailto:jgraphix@ktc.com]
Sent: Tuesday, July 31, 2012 11:18 AM
To: Jones, Sherri
Cc: James Colbath; Josh Craft
Subject: Re: Ingram Little League Waste Services

Sherri,

Will this be a full trade-out of services for advertising, or will Ingram LL be billed at some point for services during this Agreement's term (8/1/12 - 7/31/12), and if so, how much?

James Craft

On 7/31/12 10:27 AM, Jones, Sherri wrote:

Hi John=

See the attached donated service agreement for Ingram Little League. Value of donation is \$120.61 base + fees per month. Please review the information, sign, date and return ASAP.

Warm Regards,

Sherri Jones

Allied Waste/Republic Services
Territory Sales Representative & Account Manager
3315 Loop 534
Kerrville, Texas 78028
830-200-9078 cell
830-896-6759 fax
SJones4@republicservices.com
www.republicservices.com

Subject: RE: Ingram Little League Waste Services
From: "Jones, Sherri" <SJones4@republicservices.com>
Date: Tue, 31 Jul 2012 10:39:31 -0400
To: James <jgraphix@ktc.com>

That's perfect. The website and my number would be grreat. My cell is 830-200-9078.

I am working on the agreement for the donation & would like to place the donation value in the comments are. What is the value of the donation? What contact address, phone and person shall I use for the agreement?

Warm Regards,

Sherri Jones

Allied Waste/Republic Services
Territory Sales Representative & Account Manager
3315 Loop 534
Kerrville, Texas 78028
830-200-9078 cell
830-896-6759 fax
SJones4@republicservices.com
www.republicservices.com

From: James Craft [mailto:jgraphix@ktc.com]
Sent: Monday, July 30, 2012 11:37 AM
To: Jones, Sherri
Subject: Re: Ingram Little League Waste Services

I thought that name sounded familiar!

We will have the Republic logo put on a 4ft baseball sign, hung on the Hwy 39 fence. It will be in place by 8/10/2012.

This is the logo we will use:



Would you like a telephone and website added as well? There will be plenty of space.

Thanks,
James

On 7/30/12 8:40 AM, Jones, Sherri wrote:
[Good Morning James,](#)

[So nice to be working with you again. Many years ago, you and I worked together on the Kerrville Chamber map and magazine when Sherry Cunningham was President.](#)

Off Season Training (OST)
September 2012 - March 2013

Sammie Highsmith and I have discussed organizing an Off Season Training (OST) program for Ingram Little League that would afford interested Ingram Little League players the opportunity to enhance their baseball/softball skills, knowledge of the game and team participation in the off-season. This program, although approved by the Ingram Little League, would not be sanctioned by Ingram Little League.

This program would be offered to Ingram Little League players who will be league age 9 through 14 for the 2013 League season. This is not designed as "play time" for the players nor baby-sitting for the parents. It is designed for those players who are committed to playing baseball/softball and wish to maintain, and improve their skills in the off-season. The program would be completely volunteer for both the players and participating coaches. No fees would be required except to cover costs of tournament participation should we decide to host tournaments in Ingram, or participate in out-of-town tournaments, and associated costs to use the fields should any costs arise.

Coaches would be made up of existing Ingram Little League coaches who would volunteer their time. These coaches have already had background checks and therefore would be acceptable to Ingram Little League. Should a person request to help coach, they would have to pass a background check prior to participating in the program.

Our initial plan is to hold 3-hour training sessions weekly on Saturday mornings from 8:30 - 11:30 am. This is tentative and could be adjusted dependent on the best time for families. Saturday, September 8, 2012 is the tentative startup day.

Some of our goals include:

- 1) Develop the fundamental skills for each age group to end-of-league levels including Hitting, Throwing, Catching, Fielding, Base Running, Pitching, etc.
- 2) Implement proven practice methods, and develop improved methods, that facilitate item 1.
- 3) Enhance coaching skills.
- 4) Develop a "Coaches Handbook" for the 2013 and future seasons using this program as a guide.
- 5) Improve player/team competitiveness through skill building.

Coaches who have expressed an interest in this program include:

Baseball

Sammie Highsmith
Roger Longoria
David Harris
Justin Samford
Mike Nebgen

Softball

Amy Fry
Coach Wiggins (Pitching)
James Craft
Roy Anderson
Carol Murphy

An organization meeting is scheduled for this Friday, August 10 at 6:30 pm at the Ingram Little League Fields. A final development meeting is scheduled for Saturday, August 25th - time and place to be determined at the August 10th meeting. After the August 10th meeting, a League wide email would be sent notifying the player parents of this program as well as phone calls by the coaches to player parents from our 2012 season teams.

All that is needed from Ingram Little League is approval by the board for the operation of this program using the Ingram Little League facilities. All coaches and player parents would be required to sign a waiver indemnifying Ingram Little League from any responsibilities and injuries or damages incurred to personal property as a result of participating in this program.

Sammie Highsmith
James Craft
OST organizers