

TO: Honorable Mayor and City Council
FROM: City Administrator Ron Johnson
SUBJECT: Approve John Burch Park Agreement
DATE: June 30, 2016

BACKGROUND

The current agreement between the school district and the city related to John Burch Park expires at the end of July.

The only suggested change from the current agreement is to have the contract extend for three years instead of a single year.

REQUESTED COUNCIL ACTION

Approve a motion approving the proposed agreement with Independent School District 252 regarding John Burch Park.

Attachment(s): Proposed agreement

USAGE AGREEMENT OF JOHN BURCH PARK

WHEREAS, City of Cannon Falls, hereinafter "CITY" and Independent School District No. 252, hereinafter "DISTRICT", for use of the John Burch Park athletic field facilities, and

WHEREAS, CITY and DISTRICT desire to continue the said agreement on a year to year basis;

NOW THEREFORE, THE PARTIES HERETO, AGREE AS FOLLOWS:

- 1) CITY AND DISTRICT agree that the lease agreement shall run August 1,2016-July 31,2019
- 2) CITY and DISTRICT shall each pay time John Burch Park is utilized in accordance to city fee schedule.

OPERATION AND MAINTENANCE ADDENDUM

LIGHTS

- City will provide electric power and will do routine maintenance of fixtures and bulbs.
- School will pay City \$ 50.00 per game where lights are used and will pay one/half of the actual cost of bulb replacement and lighting repairs, these costs to be billed at the end of each season.

PHONE

- City will provide and pay for a phone line to the baseball press box during April-August.
- School will provide and pay for phone to football press box.

MOWING

- City will mow the field twice per week from May-August and once per week during other times when needed.
- Additional mowing for special school requirements will be done by School or at school expense.

FIELD PREPARATION

- School will prepare the infield for high school events. The School will prepare John Burch Park for use in the spring.
- School is responsible for conversion of field for football including field markings.
- School will, maintain and move portable bleachers to the field prior to the football season and will remove them from the field at the end of each season. In any event, bleachers shall be removed from the field prior to the baseball season.
- City will clean public bathrooms before each event.
- School shall clean bathrooms after each school sponsored events.
- School shall provide and install ropes, snow fences etc. to maintain crowd control for football events.

TRASH REMOVAL

- The school will arrange for trash pick-up after each school-sponsored event. If the school does not arrange for trash pick-up following an event, and the city does the trash pick-up after the school-sponsored event, then the city will bill the school for this.
- If concessions are sold at a school-sponsored event, then the City will bill the school for the cost of disposal of the trash after the school-sponsored event unless the school has made arrangements to do so. (See above).

SCHEDULING

- All events at John Burch shall be coordinated by the Athletic Director and/or Community Education Director of the School District who shall keep the master event schedule for the facility. The City reserves the right to allow the facility to be used by others during times that no school event is scheduled.

INSURANCE AND LIABILITY

The City and District shall maintain municipal liability insurance in an amount not less than the maximum liability applicable to municipalities under Minnesota Statutes, Section 466.04, subd. 1, as amended. The City shall be added as an additional insured to the District's liability coverage for any claims that may arise under this agreement. The District shall be added as an additional insured to the City's liability coverage for any claims that may arise under this agreement. Each party agrees to defend, indemnify and hold the other harmless from any and all claims and demands, including reasonable attorney fees, arising out of a party's negligence or intentional misconduct or a party's failure to perform its duties and responsibilities under this agreement. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes, Chapter 466, or a waiver of any available immunities or defenses.

In the event of conflict of schedules the following priorities shall be recognized:

- 1) School varsity events
- 2) Bears
- 3) Legion
- 4) School non-varsity events
- 5) Community events
- 6) Private events.

**When the schedule has been set, a higher priority event may not bump another event except in the case of play-off/tournament games that came up after the schedule was set. The School may reserve dates to keep them open for rain-outs, etc.

Executed this _____ day of _____, 2016

City of Cannon Falls, Minnesota

Independent School District 252

Lyman M. Robinson, Mayor

Bob Brintnall, Board Chairman

Ronald S. Johnson, City Administrator

Beth Giese, Superintendent