

**TO: MAYOR AND CITY COUNCIL**  
**FROM: NEIL JENSEN, City Administrator**  
**SUBJECT: John Burch Park User Agreement**

**MEETING DATE: May 17, 2022**

**BACKGROUND**

The John Burch Park Agreement is being renewed on an annual basis and can be extended by action from both boards. This agreement has an increased cost of \$1,000 in the user fee for a total of \$2,500. The electric fee stayed the same at \$75 per game with lights. Mowing now will take place at the discretion of the Public Works Director. Any additional mowing will be billed to the District. Scheduling of the events will be monitored by all involved with the process. These are the highlights or changes for the agreement. The rest is the same as the previous agreement.

**STAFF RECOMMENDATION**

Please make a motion to approve the John Burch Park User Agreement with the School District.

**REQUESTED COUNCIL ACTION**

Please make a motion to approve the John Burch Park User Agreement with the School District.

## User Agreement of John Burch Park Independent School District No. 252

This User Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Cannon Falls, hereinafter "City" and Independent School District No.252, hereinafter "District", for use of the John Burch Park athletic field facilities.

WHEREAS, the City and District have had a longstanding agreement relating to the District's use of John Burch Park athletic field facilities including athletic field, dugouts, bleachers, backstops, fencing, lighting, trash receptacles, several structures and shelters, and related improvements; and

WHEREAS, City and District desire to continue said agreement on a year-to-year basis;

NOW THEREFORE, THE PARTIES HERETO, AGREE AS FOLLOWS:

1. City and District agree that the use agreement shall run August 1, 2022 – July 31, 2023. The agreement may be renewed annually by official action of both the City and the District.
2. District's annual user fee shall be Two Thousand Five Hundred Dollars (\$2,500.00).

### Operation and Maintenance Responsibilities

#### Lights

- City will provide electric power and will do routine maintenance of fixtures and bulbs
- District will pay Seventy Five Dollars (\$75.00) per game where lights are used and will pay one-half (1/2) of the actual cost of field light repairs and bulb replacement, these costs to be billed at the end of the season.

#### Mowing

- City will mow the field at the discretion of the Public Works Director.
- Additional mowing for special District requirements will be done by the District or at District expense.

#### Field Preparation

- District will prepare the infield for school events and for use in the spring.

- District is responsible for all conversions of the field from baseball to football including all markings.
- District will maintain and move portable bleachers to the field prior to the football season and will remove bleachers at the end of the football season in the fall.
- City will clean public restrooms before each District event and the District shall clean restrooms after each District sponsored event if needed
- District shall provide, install and maintain ropes, snow fence and other barriers for crowd control during school sponsored events.

### **Trash Removal**

- The District will arrange for trash pick-up after each District sponsored event with or without concession sales. In the event the District fails to pick-up the trash the City will bill the District for the trash removal.

### **Scheduling**

- All events at John Burch shall be coordinated by the Athletic Director and / or the Community Education Director of the District. The Master schedule will be maintained by the Athletic Director of the District. The City reserves the right to allow the facility to be used by others during times that no District event is scheduled.
- 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 replace another user on the calendar except in the case of playoff / tournament events.

### **Insurance and Liability**

- The City and District shall each maintain liability insurance in an amount not less than the maximum liability applicable to municipalities under MN Statute as amended.
- The City will be added on as 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 party harmless from any and all claims and demands, including reasonable attorney fees, arising out of that party's negligence or intentional misconduct or that 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 MN Statutes, Chapter 466, or a waiver of any available immunities or defenses.

**Supervision.**

- District shall be responsible for the supervision, actions and inactions of its members, participants and guests during use.

**Joint Venture.**

- Nothing herein creates a joint venture. At all times and for all purposes, the parties remain separate entities responsible for their own actions, employees and volunteers. In the event that there would be major repairs to the facility the City and District shall meet to discuss the method of repair and payment if needed.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

City of Cannon Falls

Independent School District 252

\_\_\_\_\_  
John Althoff, Mayor

\_\_\_\_\_  
Bob Brintnall, Board

Chairperson

\_\_\_\_\_  
Neil Jensen, City Administrator

\_\_\_\_\_  
Jeff Sampson, Superintendent