

TO: MAYOR AND CITY COUNCIL

FROM: NEIL JENSEN, City Administrator

SUBJECT: Tennis Court Agreement Cannon Falls School District

MEETING DATE: June 21, 2022

BACKGROUND

The tennis courts have been a partnership with the school district for many years and there has never been an official agreement spelling out the terms of the partnership. This coincides with the same partnership we have with the school on John Burch Park. In the beginning the city went in on 2 of the courts. There were 8 courts built at the time which equals 25% of the project. This agreement spells out the responsibility of the partners as a 75% to 25% partnership. If the school feels that a major expenditure is needed the District and City will discuss the repair and come to terms with what is needed. Any minor repairs such as new topcoat, paint or nets will be billed to the city.

Please review the agreement and let me know if you have any questions. The Finance Committee has approved the agreement at their last meeting on June 13th.

STAFF RECOMMENDATION

Please make a motion to approve the Tennis Court Agreement with Independent School District 252 and the City of Cannon Falls.

REQUESTED COUNCIL ACTION

Please make a motion to approve the Tennis Court Agreement with Independent School District 252 and the City of Cannon Falls.

User Agreement of Tennis Courts

Independent School District No. 252 and City of Cannon Falls

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 and maintenance of the Tennis Court facilities at the District. and

WHEREAS, the City and District have had a longstanding agreement relating to the City’s use of the Tennis Court facilities including tennis courts, bleachers, fencing, lighting, trash receptacles, and related improvements; 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:

City and District agree that the use/lease 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.

Operation and Maintenance Responsibilities

Lights

- District will provide electric power and will do routine maintenance of fixtures and bulbs
- City will pay one-/quarter (1/4) of the actual cost of field light repairs and bulb replacement, these costs to be billed at the end of the season.

Court Preparation and Maintenance

- District will prepare the courts for use starting in the spring.
- City will be responsible for one quarter (¼) of any regular/routine maintenance costs including but not exclusive to fencing, court resurfacing (about every 5 years), and lighting replacement when needed.

Scheduling

- All events at the Tennis Court facilities for the District 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. In the event of conflict of schedules, the following priorities shall be recognized;

1. School varsity events
2. School non-varsity events
3. Community events/open tennis play
4. 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 District will be added on as additional insured to the City's liability coverage for any claims that may arise under this agreement.
- The City shall be added as an additional insured to the District'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.

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
Chair person

Bob Brintnall , Board Chair

Neil Jensen, City Administrator

Jeff Sampson, Superintendent