

TO: MAYOR AND CITY COUNCIL

FROM: Neil Jensen, City Administrator

SUBJECT: John Burch Park Agreement with School District 2023

MEETING DATE: May 16, 2023

BACKGROUND

Each year the school and city get together and discuss the needs of John Burch Park and any changes to the agreement. The only change this year is the user fee which increased due to inflation and improvements to the park.

STAFF RECOMMENDATION

Please approve the John Burch Park User Agreement for 2023.

REQUESTED COUNCIL ACTION

Please make a motion to approve the John Burch Park School District User Agreement for 2023.

User Agreement of John Burch Park

Independent School District No. 252

This User Agreement (“Agreement”) is entered into this ____ day of _____, 2023 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, 2023 – July 31, 2024. The agreement may be renewed annually by official action of both the City and the District.
2. District’s annual user fee shall be Seven Thousand Five Hundred Dollars (\$7,500.00).

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 for the District shall be coordinated by the Athletic Director and / or the Community Education Director of the District and the City of Cannon Falls. 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 _____, 2023

City of Cannon Falls

Independent School District 252

Matt Montgomery , Mayor

Bob Brintnall , Board Chair

Neil Jensen, City Administrator

Jeff Sampson, Superintendent