

**TO: MAYOR AND CITY COUNCIL**

**FROM: LAURA QAULEY, ECONOMIC DEVELOPMENT**

**SUBJECT: JOHN BURCH PARK USER AGREEMENTS 2024**

**MEETING DATE: FEBRUARY 20, 2024**

**BACKGROUND**

In order to execute the General Obligation Bond Grant Agreement for the John Burch Park Improvement project with the State, the City must provide 'User Agreements' with any parties that significantly utilize John Burch Park on a consistent, annual basis. There is already a User Agreement in place that was executed in 2023 with the School District that is valid through 2024, but there was not one in place for the Cannon Falls Bears or the Legion Baseball teams.

In an effort to satisfy the terms of the grant agreement, User Agreements have been drafted, reviewed and approved by each of the Bears and Legion Team Managers, Keith Meyers and Bob Brintnall. Each team holds their own liability insurance which does not indemnify the City in any way; and the Bears and Legion Teams are not charged any fees for utilizing the baseball field, dugouts or concessions as the agreement states. Their acts of maintaining the field and facilities are considered their 'in-kind' contribution. In addition to maintenance, the John Burch Park Supporters organization are primarily comprised of the CF Bears team members which have dedicated significant time, efforts, and funds to see the rehabilitation of the facility improvements of JBP come to fruition.

**REQUESTED COUNCIL ACTION**

Staff respectfully requests a motion to approve the User Agreements between the City of Cannon Falls and the Cannon Falls Bears; and the City of Cannon Falls and the Cannon Falls Legion Baseball Teams for use of John Burch Park athletic facility for 2024.

# User Agreement of John Burch Park and Cannon Falls Legion Baseball

This User Agreement ("Agreement") is entered into this \_\_\_ day of February 2024 between the City of Cannon Falls, hereinafter "City" and the Cannon Falls Legion Baseball Team, hereinafter referred to as "the Legion Team", for use of the John Burch Park athletic field facilities.

WHEREAS, the City and the Legion Team have had a longstanding agreement relating to the Team'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 the Legion Team desire to continue said agreement on a year-to-year basis;

NOW THEREFORE, THE PARTIES HERETO, AGREE AS FOLLOWS:

1. City and the Legion Team agree that the use agreement shall run March 1, 2024 - October 1, 2024. The agreement may be renewed annually by official action of both the City and the Legion Team.
2. The Legion Team's annual user fee shall be zero dollars (\$0.00).

## Operation and Maintenance Responsibilities

### Lights

- City will provide electric power and will do routine maintenance of fixtures and bulbs.

### Mowing

- City will mow the field at the discretion of the Public Works Director.

### **Field Preparation**

- The Legion Team will prepare the infield before and after their events.

### **Restrooms**

- City will clean public restrooms before each event and the Legion Team shall clean restrooms after each Legion Team sponsored event if needed.

### **Trash Removal**

- The Legion Team will ensure all trash is collected and in trash bins after all Team sponsored events.
- The City will pick-up trash from bins to dispose of properly.

### **Scheduling**

- All events at John Burch Park for the Team shall be coordinated by the Legion Team and the City of Cannon Falls. The City reserves the right to allow the facility to be used by others during times that no other event is scheduled.
- In the event of conflict of schedules, the following priorities shall be recognized;
  1. School District varsity events
  2. Bears
  3. Cannon Falls 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 the Legion Team 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 Legion's liability coverage for any claims that may arise under this agreement.
- The Legion Team 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.**

- The Legion Team 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 the Legion Team shall meet to discuss the method of repair and payment if needed.

Executed this \_\_\_\_ day of February 2024

City of Cannon Falls

Cannon Falls Legion Baseball Team

---

Matt Montgomery, Mayor

---

Tyler Quinlan, Co-Manager

**User Agreement of John Burch Park**  
**and**  
**Cannon Falls Bears**

This User Agreement ("Agreement") is entered into this 13 day of February, 2024 between the City of Cannon Falls, hereinafter "City" and the Cannon Falls Bears Baseball, hereinafter referred to as "the Bears", for use of the John Burch Park athletic field facilities.

WHEREAS, the City and the Bears have had a longstanding agreement relating to the Bears 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 the Bears desire to continue said agreement on a year-to-year basis;

NOW THEREFORE, THE PARTIES HERETO, AGREE AS FOLLOWS:

1. The City and the Bears agree that the user agreement shall run March 1, 2024 - October 1, 2024. The agreement may be renewed annually by official action of both the City and the Bears.
2. The Bears annual user fee shall be Zero dollars (\$0.00).

**Operation and Maintenance Responsibilities**

**Lights**

- City will provide electric power and will do routine maintenance of fixtures and bulbs.
- The Bears will pay Zero Dollars (\$0.00) per game where lights are used.

**Mowing**

- City will mow the outfield and area around the dugouts and seating area at the discretion of the Public Works Director.
- Bears will mow the infield area. Additional mowing for special events or extended seasonal play will be done by the Bears.

### Field Preparation

- The Bears will prepare the infield area before and after their events.

### Restrooms

- City will clean public restrooms before each event and the Bears shall clean restrooms after each Bears sponsored event if needed.

### Trash Removal

- Bears will ensure all trash is collected and in trash bins after all Bears sponsored events.
- The City will pick-up trash from bins to dispose of.

### Scheduling

- All events at John Burch Park for the Bears shall be coordinated by the Bears and the City of Cannon Falls. The City reserves the right to allow the facility to be used by others during times that no other event is scheduled.
- In the event of conflict of schedules, the following priorities shall be recognized;
  1. School District 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 the Bears 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 Bears' liability coverage for any claims that may arise under this agreement.
- The Bears 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.

- The Bears 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 the Bears shall meet to discuss the method of repair and payment if needed.

Executed this 3 day of February, 2024

City of Cannon Falls

---

Matt Montgomery, Mayor

Cannon Falls Bears Representative



Keith Meyers