

**TO: MAYOR AND CITY COUNCIL**

**FROM: NEIL JENSEN, City Administrator**

**SUBJECT: Tennis Court Agreement Cannon Falls School District**

**MEETING DATE: July 23, 2024**

**BACKGROUND**

The Tennis Court Agreement is up for annual renewal by August 1, 2024. Nothing has changed in the document except the date.

Please review the agreement and let me know if you have any questions.

**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 22nd day of July, 2024 by and between WHEREAS, 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, 2024 – July 31, 2025.**  
**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 22nd day of July, 2024

**City of Cannon Falls**

**Independent School District 252**

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Matt Montgomery , Mayor

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Bob Brintnall, Board Chair

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Neil Jensen, City Administrator

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Jeff Sampson, Superintendent