

TO: MAYOR AND CITY COUNCIL
FROM: Neil Jensen, City Administrator
SUBJECT: 2024-2025 John Burch Park Agreement
MEETING DATE: August 6, 2024

BACKGROUND

The City of Cannon Falls has entered into an agreement over the years with the school district sharing in some maintenance of John Burch Park. Please find attached the agreement which is in place for 2023-2024 and only the dates have been changed for the 2024-2025 year. No changes to any other items in the document.

The PW-PB approved the agreement on August 1, 2024 and is recommending approval.

STAFF RECOMMENDATION

Please make a motion to approve the 2024-2025 John Burch Park agreement with ISD #252 Cannon Falls.

REQUESTED COUNCIL ACTION

Please make a motion to approve the 2024-2025 John Burch Park agreement with ISD #252 Cannon Falls.

USER AGREEMENT OF JOHN BURCH PARK INDEPENDENT SCHOOL DISTRICT NO. 252

This User Agreement ("Agreement") is entered into this ____ day of _____ 20__ between the property and facility owner, the City of Cannon Falls, hereinafter referred to as the "City" and the Independent School District No.252 (the "User"), hereinafter referred to as the "District", for use of the John Burch Park athletic field facilities (the "Facility").

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

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

NOW THEREFORE, THE PARTIES HERETO, AGREE AS FOLLOWS:

1. The City and the District agree that the 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.
2. District's annual user fee shall be Seven Thousand Five Hundred Dollars (\$7,500.00).

OPERATION AND MAINTENANCE RESPONSIBILITIES

Lights

- The 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

- The 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's expense.

Field Preparation

- The District will prepare the infield for school events and for use in the Spring.
- The District is responsible for all conversions of the field from baseball to football including all markings.
- The 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.

- The City will clean public restrooms before each District event and the District shall clean restrooms after each District sponsored event if needed.
- The District shall provide, install and maintain ropes, snow fence and other barriers for crowd control during District 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 the facility for the District shall be coordinated by the Athletic Director and/or the Community Education Director of the District and the City.
- 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. District Varsity events
 2. Bears Baseball
 3. Legion Baseball
 4. District 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 event.

Insurance Requirements

The City requires the User to obtain liability insurance for any use of City facilities. The following requirements apply:

- \$1,000,000 minimum.
- Insurance shall cover liability for injury death and property damage including coverage for alcohol related claims.
- The insurance policy must be issued by an insurance company licensed to do business in Minnesota acceptable to the City.
- The City must be named as an “Additional Insured” on the District’s policy and vice versa.
- 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.
- Prior to the beginning of the agreement date terms, the District must give to the City a certificate of insurance showing the required coverage that reflects the date range for the time of their agreement.

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 there would be major repairs to the facility, the City and the District would meet to discuss the method of repair and payment if necessary.

Smoking

- Smoking inside the Facility is always prohibited.

Law/Ordinances

- The District must comply with the laws of the State of Minnesota and City ordinances.
- The City has the right to terminate use of the Facility during any event if the District violates any State laws or City ordinances.

No Discrimination

- The City does not deny access to the Facility on the basis of race, religion, sex, creed, age, sexual orientation or national origin. Allowing any group to use the Facility does not imply endorsement of a District's views by the City.

Accidents/Damage

- Any accidents or damage to the Facility must be reported to the City following the Event.

Personal Property

- The City will not be responsible for any personal property belonging to the District or the District's guests or invitees.

Executed this ____ day of _____, 20____

City of Cannon Falls

Independent School District 252

Matt Montgomery, Mayor

Bob Brintnall, Board Chair

Neil L. Jensen, City Administrator

Jeff Sampson, Superintendent