

**CITY PARK BALL DIAMOND USAGE
AND MAINTENANCE AGREEMENT BETWEEN
CITY OF MANITOWOC
AND
MANITOWOC PUBLIC SCHOOL DISTRICT
FOR USE OF SOFTBALL AND BASEBALL FIELDS**

THIS MAINTENANCE AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the City of Manitowoc, Wisconsin, a municipal corporation, (hereinafter “City”), located at 900 Quay Street, Manitowoc, Wisconsin 54220, and the **MANITOWOC PUBLIC SCHOOL DISTRICT**, a Wisconsin institution of learning, (hereinafter “MPSD”), with its principal mailing address of 2902 Lindbergh Dr., Manitowoc, WI 54220.

WITNESSETH,

WHEREAS, the City owns premises known as Miracle League Park, Red Arrow Park, Municipal Field Park, Citizen Park, Lincoln Park, located in the City of Manitowoc, Manitowoc County, Wisconsin; and

WHEREAS, MPSD runs a youth softball, baseball, and tennis program for the benefit of Manitowoc Public School District attendees; and

WHEREAS, the City and MPSD are currently in negotiations and finalizing the land transfer of the Municipal Field Park property from the City to MPSD. The City requires a use agreement until the property is formally transferred; and

WHEREAS, the City and MPSD wish to continue their long-standing relationship and establish contractual responsibilities for the use of the facilities located at the previously mentioned park locations. MPSD will be granted use of said City owned facilities at no cost in exchange for field and court maintenance during the 2022 sport seasons

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, the parties agree as follows:

1. MAINTENANCE. The City and MPSD share maintenance and operational responsibilities at the facilities listed above as follows:

A. City Responsibilities.

- i. Cut grass and string trim along fence line, as needed, maximum of once per week during the season at all locations but not including Municipal

Field. If additional cuttings are needed, MPSD Director of Buildings & Grounds and City Parks and Rec. Division Manager will coordinate.

- ii. City Parks and Rec. Division, will independently reserve fields for MPSD baseball and tennis programs & in collaboration with Manitowoc Youth Baseball Association (hereinafter MYBA) for all softball programs at the following preferred locations:
 1. Baseball -
 - a. JV1 at Miracle League Park
 - b. JV 2 at Red Arrow
 2. Softball -
 - a. Varsity at Youth Sports Complex Citizen Park
 - b. JV1 at Youth Sports Complex Citizen Park
 - c. JV2 at Youth Sports Complex Citizen Park
 3. Tennis -
 - a. Varsity/JV/Freshman Practice at Red Arrow Park
 - b. Varsity/JV/Freshman Competition at Lincoln Park
 - c. Middle School Competition at Red Arrow Park
- iii. City will provide field maintenance materials including diamond mix, chalk, sod, dirt, etc. at the discretion of City Parks and Rec. Division Manager. City will invoice MPSD for all material used at Municipal Field at the rate equal to what the City purchased the material.
- iv. Reserve, operate and maintain concession stands & restrooms at no cost to MPSD.
- v. Provide access to equipment to maintain fields in “ready to use” condition – aerator, rakes, lining machines, drags, pulverizer, chalk, etc. in coordination with City Parks & Recreation Division Manager.
- vi. Repairs to equipment or buildings by City Parks Department
 1. Lights at Lincoln Park and Manitowoc Youth Sports Complex
 2. Scoreboards at Miracle League Park and the Manitowoc Youth Sports Complex
 3. Fences at Miracle League Park, Manitowoc Youth Sports Complex, Lincoln Park, Fleetwood Park, Citizen Park, and Red Arrow Park.

4. Concession stand areas at Lincoln Park and Manitowoc Youth Sports Complex
5. Restrooms at all City parks.
- vii. Conduct an annual field and- equipment condition assessment at the completion of each MPSD season as well as in fall prior to winterizing each field

B. MPSD Responsibilities.

MPSD agrees to perform general grounds and facility maintenance during the term of this agreement in lieu of rental payments.

i. Routine Maintenance at all facilities:

1. Regular field condition inspections
2. Field grooming as needed
3. Remove water as needed
4. Prepare for games – Lining, fences, bases, etc.
5. Clean up after each game. Pick up any garbage and place in proper receptacles, sweep any dugout areas, etc.
6. Daily cleaning and supply products maintained in the restrooms and concession stands on days MPSD uses a facility
7. Communicate any equipment or property needing repairs or maintenance attention to the City Parks and Recreation Division Manager
8. Install batting cages as needed
9. Rake and grade batting cage surfaces as needed
10. Participate in annual field and equipment condition assessment at the completion of each MPSD season as well as in fall prior to winterizing each field

ii. Municipal Field

1. The City and MPSD are currently in negotiations and finalizing the land transfer of the Municipal Field Park property from the City to MPSD. During finalization of transfer,

- a. MPSD will have exclusive use of the Municipal Field property.
 - b. MPSD will handle all scheduling of Municipal Field with outside organizations including but not limited to Manitowoc American Legion Baseball and Manitowoc Bandits.
 - c. MPSD shall be responsible for all grounds maintenance, facilities maintenance, upkeep, upgrades, and field prep to standards set forth by MPSD at the Municipal Field Property.
2. All general grounds and facilities maintenance in lieu of rental payments will not be required or accepted by City for the Municipal Field Property.

iii. Miracles Park

1. Take inventory and inspect equipment in storage building for damage and wear.
2. Conduct routine field preparation for competition after snow has melted– rake/drag infield.
3. Routine preparation (if needed) of equipment for maintaining field- drag, lining machine, chalk/paint, rakes, pumps, hoses, etc. Coordinate with City Parks and Recreation Division Manager.
4. Install batting cages at beginning of season and uninstall at end of season for MPSD use, as needed.
5. Clean and empty concession stand after each use.

iv. Manitowoc Youth Sports Complex

1. Three diamonds will be used by MPSD for JV1, JV2 and V softball practices and competitions.
2. Coordinate scheduling use with City and MYBA.
3. Conduct routine field preparation for competition after snow has melted– rake/drag infield.

4. Conduct routine preparation (if needed) of equipment for maintaining field- drag, lining machine, lime/paint, rakes, pumps, hoses, etc. Coordinate with City Parks and Rec. Division Manager.
5. Install batting cages at beginning of season and uninstall at end of season for MPSD use, as needed.
6. Clean and empty concession stand after each use.

v. Red Arrow Park

1. Take inventory and inspect equipment in storage building for damage and wear.
2. Conduct routine field preparation for competition after snow has melted – rake/drag infield.
3. Routine preparation (if needed) of equipment for maintaining field- drag, lining machine, chalk/paint, rakes, pumps, hoses, etc. Coordinate with City Parks and Recreation Division Manager
4. Red Arrow Park Tennis Courts
 - a. MPSD will conduct routine inspection of facilities to ensure nets are at the correct height and playing surfaces, nets, windscreens, and fences are in adequate condition. Any deficiencies will be assessed by the City and remedied as capacity and budget allow.
 - b. City will provide windscreens for Red Arrow Tennis Court facility. MPSD will assist with installation of windscreen.
 - c. MPSD will work with the City Parks and Rec. Division Manager if nets need to be replaced or adjusted. Adjustments shall be made by properly trained MPSD or City staff.
 - d. MPSD will remove and dispose of any refuse left as a result of facility use in proper disposal containers.

vi. **Lincoln Park**

1. Take inventory and inspect equipment in storage building for damage and wear.
 2. Conduct routine field preparation for competition after snow has melted – rake/drag infield.
 3. Routine preparation (if needed) of equipment for maintaining field- drag, lining machine, chalk/paint, rakes, pumps, hoses, etc. Coordinate with City Parks and Recreation Division Manager
 4. Lincoln Park Tennis Courts
 - a. MPSD will conduct routine inspection of facilities to ensure nets are at the correct height and playing surfaces, nets, and fences are in adequate condition. Any deficiencies will be assessed by the City and remedied as capacity and budget allow.
 - b. MPSD will work with the City Parks and Rec. Division Manager if nets need to be adjusted. Adjustments shall be made by properly trained MPSD or City staff.
 - c. MPSD will remove and dispose of any refuse left as a result of facility use in proper disposal containers.
2. **SCHEDULING AND FIELD PRIORITY.** The parties agree to follow the Scheduling and Priority Policy, attached and incorporated herein as Exhibit A and as amended as needed.
3. **USE OF CONCESSION STANDS.** MPSD may use the concession stand at no cost during their scheduled games. The City retains ownership of the stand and may use it or lease it whenever MPSD and MYBA do not have a game scheduled. MYBA product may remain in the stand.
4. **TERM.** This agreement shall be valid for the duration of the MPSD 2022 baseball, softball and tennis seasons, including post seasons. MPSD use of Municipal Field per this contract, shall continue through December 31, 2022 or until the property is transferred into MPSD ownership.

5. INDEMNIFICATION AND INSURANCE

- A. Indemnification.** MPSD agrees to indemnify, hold harmless, and defend the City, its employees, officials, officers, and agents against all claims, demands, liabilities, losses, damages and expense of any kind or nature, on account of any injury, damage to, or death of any person- arising from MPSD use of the premises, except to the extent of any insurance proceeds received from MPSD's insurer(s) by the City on account of any such item. Such indemnification shall not apply to acts of reckless or willful misconduct of the City. MPSD shall indemnify for property damage where not otherwise addressed in this agreement.
- B. Insurance.** MPSD shall provide to the City, at its own expense, insurance as specified below with a company or companies authorized to do business in the State of Wisconsin. Each policy and certificate shall require a thirty day advance written notice of cancellation, non-renewal or material change in the policy. All coverage required shall apply as primary with the City, its employees and agents named as additional insureds as their interests may appear. A Certificate of Insurance for all required insurance shall be filed with the City upon execution of this Agreement.
- 1. General Liability.** Comprehensive general liability insurance including contractual liability, personal injury liability, products and completed operations with minimum limits of \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. This insurance shall be required for the full term of the license and any renewal periods.
 - 2. Statutory Insurance.** MPSD shall carry all insurance as required by Wisconsin Statutes. This includes, but is not limited to, workers' compensation.

6. DEFAULT AND TERMINATION.

- A.** In the event MPSD fails to complete the required maintenance as outlined in the responsibilities list above to the satisfaction of the City Parks and Recreation Division Manager, the City shall give notice to MPSD allowing MPSD a reasonable time to cure the maintenance issue. Should MPSD fail to timely cure, MPSD shall be charged standard field rental fees pursuant to the City's schedule until the defect is cured.
- B.** In the event the City fails to complete the required maintenance or repairs as outlined in responsibilities list above to the satisfaction of MPSD, MPSD shall give notice to the City allowing the city a reasonable time to cure the maintenance or repair issue when possible.

- C.** If any insurance policy or coverage required under this Agreement lapses, the City may, without notice, declare this Agreement terminated. MPSD shall have no access rights to or use of the any fields until all insurance policies are in place.
- D.** City or MPSD may terminate this Agreement at any time by giving thirty days written notice to the other party.

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IN WITNESS WHEREOF, the City of Manitowoc has caused this instrument to be signed by its Mayor and City Clerk, having been duly authorized to do so, and the Manitowoc Public School District has caused this instrument to be signed by its Representatives, having been duly authorized, to do so this _____ day of _____, 2022.

CITY OF MANITOWOC, WISCONSIN

ATTEST:

By: _____
Justin M. Nickels, Mayor

Mackenzie Reed-Kadow, City Clerk

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this _____ day of _____ 2022, the above named Justin M. Nickels and Mackenzie Reed-Kadow, known to me to be the Mayor and City Clerk of the City of Manitowoc and acknowledge they executed the foregoing instrument.

Notary Public, Manitowoc County, WI
My commission (expires)(is) _____

MANITOWOC PUBLIC SCHOOL DISTRICT

By: _____
Chris Dupre, Building and Grounds Director at MPSD

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2022, the above named Chris Dupre, known to me to be the Building and Grounds Director of the Manitowoc Public School District, and acknowledge he executed the foregoing instrument.

Notary Public, Manitowoc County, WI
My commission (expires)(is) _____