

**CITY FACILITY USAGE
AND MAINTENANCE AGREEMENT BETWEEN
CITY OF MANITOWOC
AND
RONCALLI CATHOLIC SCHOOLS
FOR USE OF CITY PARK AND RECREATION FACILITIES**

THIS MAINTENANCE AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the City of Manitowoc, Wisconsin, a municipal corporation, (“City”), located at 900 Quay Street, Manitowoc, Wisconsin 54220, and the RONCALLI CATHOLIC SCHOOL DISTRICT, a Wisconsin institution of learning, (“RCS”), with its principal mailing address of 2000 Mirro Drive, Manitowoc, WI 54220 (“Agreement”)

WITNESSETH

WHEREAS, the City owns softball/baseball fields, cross-country course and tennis courts on premises known as Manitowoc Youth Sports Complex, Fleetwood Park, Lincoln Park, and Citizen Park located in the City of Manitowoc, Manitowoc County, Wisconsin; and

WHEREAS, RCS runs a youth softball/baseball, cross-country and tennis program for the benefit of Roncalli Catholic Schools attendees; and

WHEREAS, the City and RCS wish to continue their long-standing relationship and establish contractual responsibilities for the use of the facilities located at the previously mentioned park locations. RCS will be granted use of all City owned softball/baseball and tennis facilities at a reduced cost in exchange for field and court maintenance during the 2024 RCS athletic seasons;

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

1. **PAYMENT.** RCS agrees to pay an annual fee of \$3,000 for use of City owned softball, tennis and cross-country facilities during the applicable sports season. City shall invoice RCS for the initial 2024 term upon execution of this agreement and following January 1 of each subsequent year thereafter if the Agreement is renewed. The City will place these funds in a designated account for the maintenance of facilities used by RCS.
2. **MAINTENANCE.** The City and RCS share maintenance and operational responsibilities on the facilities listed above as follows:
 - A. **City Responsibilities.**

- i. Cut grass and string trim along fence line once per week at all sites. If additional cuttings are needed, RCS Athletic Director and City Parks and Recreation Division Manager will coordinate so RCS may cut grass and string trim along fence as needed.
- ii. City Parks and Recreation Division, will independently reserve fields for RCS athletic programs & in collaboration with Manitowoc Public School District (“MPSD”) and Manitowoc Youth Baseball Association (“MYBA”) at its sole discretion for all softball/baseball, cross-country and tennis programs at the following preferred locations:
 1. Softball
 - a. High School: Manitowoc Youth Sports Complex at Citizen Park for up to two scheduled and approved special events per softball season.
 - b. High School: Citizen Park Softball Diamonds CP2 and CP3 for up to two scheduled and approved special events per softball season.
 2. Tennis
 - a. High School Practice at Lincoln Park and/or Fleetwood Park.
 - b. High School: Competition at Lincoln Park
 - c. Middle School: Practice at Fleetwood Park and/or Citizen Park.
 - d. Middle School: Competition at Lincoln Park
 3. Cross-Country
 - a. High School and Middle School: Lincoln Park designated course throughout the park to be reserved for up to two scheduled and approved special events per cross-country season
- iii. Permit RCS to use the City diamond groomer and 3-wheel trailer for on-site grooming. RCS shall require a valid driver’s license for all operators.
- iv. Reserve and maintain concession stands & restrooms at no cost to RCS.
- v. Provide access to equipment to maintain fields in “ready to use” condition, including rakes, lining machines, drags, chalk, etc. in coordination with City Parks & Recreation Division Manager.
- vi. Repair equipment and buildings as follows:

1. Lights at Lincoln Park and Manitowoc Youth Sports Complex.
2. Scoreboards at the Manitowoc Youth Sports Complex.
3. Fences at Lincoln Park, Citizen Park, Fleetwood Park and the Manitowoc Youth Sports Complex.
4. Concession stand areas at Lincoln Park, Citizen Park and Manitowoc Youth Sports Complex.
5. Maintain and stock restrooms at all City parks.

Conduct field and equipment condition assessment at the completion of each RCS season as well as immediately prior to winterizing each field.

B. RCS Responsibilities.

RCS agrees to perform general grounds and facility maintenance during the term of this agreement including, but not limited to, the following:

i. Responsibilities at all facilities:

1. Communicate all facility reservation needs to the City for scheduling purposes.
2. Regular field condition inspections.
3. Field grooming as needed.
4. Remove water from playing surfaces as needed.
5. Prepare for games – Lining, field grooming, bases, etc.
6. RCS will perform mowing above and beyond the “one time per week” frequency at all facilities as needed.
7. General cleaning and restocking of supply products maintained in the restrooms and concession stands on days RCS uses a facility.
8. Communicate any equipment or property needing repairs or maintenance attention to the City Parks and Recreation Division Manager.
9. Participate in annual field and equipment condition assessment at the completion of each RCS season as well as in fall prior to winterizing each field.

ii. Additional Responsibilities at Manitowoc Youth Sports Complex

1. Coordinate scheduling use with City and MYBA.

2. Conduct routine field preparation for competition including rake/drag infield, chalk baselines and install bases.
3. Coordinate with City Parks and Recreation Division Manager for routine preparation of equipment that maintains the field, including drag, lining machine, chalk/paint, rakes, pumps, hoses, etc.
4. Coordinate all concession activities with MYBA

iii. Additional Responsibilities at Lincoln Park Tennis Courts

1. RCS 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.
2. Conduct routine court preparation for practice and/or competition.
3. RCS will work with the City Parks and Recreation Division Manager if nets need to be adjusted. Adjustments shall be made by properly trained RCS or City staff.
4. RCS will remove and dispose of any refuse (left as a result of facility use) in proper disposal containers.

iv. Citizen Park Tennis Courts:

1. RCS 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.
2. Conduct routine court preparation for practice and/or competition.
3. RCS will work with the City Parks and Recreation Division Manager if nets need to be adjusted. Adjustments shall be made by properly trained RCS or City staff.
4. RCS will remove and dispose of any refuse (left as a result of facility use) in proper disposal containers.

v. Fleetwood Park Tennis Courts

1. RCS 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.
 2. Conduct routine court preparation for practice and/or competition.
 3. RCS will work with the City Parks and Recreation Division Manager if nets need to be adjusted. Adjustments shall be made by properly trained RCS or City staff.
 4. RCS will remove and dispose of any refuse (left as a result of facility use) in proper disposal containers.
3. **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.
4. **USE OF CONCESSION STANDS.** RCS may use the concession stand at no additional cost during their scheduled games. Concession stand use at the Manitowoc Youth Baseball Complex must be coordinated with MYBA.
5. **TERM.** The initial term of the Agreement shall commence upon its execution and shall terminate December 31, 2024. The Agreement shall automatically renew on an annual basis unless written notice is provided to the other party of its intention to not renew the Agreement 30 days prior to the expiration of the then-current term of the Agreement. Notice shall be satisfied if sent to:

For City:

City Clerk

900 Quay Street

Manitowoc, Wisconsin 54220

For RCS:

6. **INDEMNIFICATION AND INSURANCE**

- A. **Indemnification.** RCS 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 RCS use of the premises, except to the extent of any insurance proceeds received from RCS'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. RCS shall indemnify the City, its employees, officials, officers, and agents against all property damage and property damage claims where not otherwise addressed in this agreement.

B. Insurance. RCS 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. RCS shall carry all insurance as required by Wisconsin Statutes. This includes, but is not limited to, workers' compensation insurance.

7. DEFAULT AND TERMINATION.

A. In the event RCS 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 RCS allowing RCS a reasonable time to cure the maintenance issue. Should RCS fail to timely cure, RCS 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 RCS, RCS 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. RCS shall have no access rights to or use of the any fields until all insurance policies are in place.

D. City or RCS may terminate this Agreement at any time by giving thirty days written notice to the other party.

