

**CITY FACILITY USAGE
AND MAINTENANCE AGREEMENT BETWEEN
CITY OF MANITOWOC
AND
MANITOWOC PUBLIC SCHOOL DISTRICT
FOR USE OF SOFTBALL/BASEBALL FIELDS AND TENNIS COURTS**

THIS MAINTENANCE AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the City of Manitowoc, Wisconsin, a municipal corporation, (“City”), located at 900 Quay Street, Manitowoc, Wisconsin 54220, and the **MANITOWOC PUBLIC SCHOOL DISTRICT**, a Wisconsin institution of learning, (“MPSD”), with its principal mailing address of 2902 Lindbergh Drive, 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 2023 MPSD athletic 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, a maximum of once per week during the season at Miracle League Park, Red Arrow Park, Municipal Field Park, Citizen Park, Lincoln Park. If additional

cuttings are needed, MPSD Director of Buildings & Grounds and City Parks and Recreation Division Manager will coordinate so MPSD may cut grass and string trim along fence as needed.

- ii. City Parks and Recreation Division will independently reserve fields for MPSD baseball and tennis programs and in collaboration with Manitowoc Youth Baseball Association (“MYBA”) for all softball programs at the following preferred locations:
 1. Baseball
 - a. JV1 at Miracles Park
 - b. JV2 at Red Arrow Park
 2. Softball
 - a. Varsity at Manitowoc Company Youth Sports Complex Citizen Park
 - b. JV1 at Manitowoc Company Youth Sports Complex Citizen Park
 - c. JV2 at Manitowoc Company 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. Provide field maintenance materials, including diamond mix, chalk, sod, dirt, etc., at the discretion of City Parks and Recreation Division Manager, for Miracle League Park, Red Arrow Park, Municipal Field Park, Citizen Park, Lincoln Park.
- iv. Reserve, operate and maintain concession stands & restrooms at all locations other than Municipal Field at no cost to MPSD.
- 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 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 field and equipment condition assessments at the completion of each MPSD season as well as immediately prior to winterizing each field.

B. MPSD Responsibilities.

MPSD 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. Regular field condition inspections.
2. Field grooming as needed.
3. Remove water as needed.
4. Prepare for games – Lining, fences, bases, etc.
5. Maintain facility after each use. Pick up any garbage and place in proper receptacles, sweep dugout areas, rake infield, clean and restock concessions as needed.
6. Communicate any equipment or property needing repairs or maintenance attention to the City Parks and Recreation Division Manager.
7. Install batting cages as needed.
8. Rake and grade batting cage surfaces as needed.
9. Participate in field and equipment condition assessment at the completion of each MPSD season as well as immediately prior to winterizing each field.

ii. Additional Responsibilities at Municipal Field

1. The City and MPSD are currently negotiating to transfer the Municipal Field Park property to MPSD. During these negotiations:

- a. MPSD will have exclusive use of the Municipal Field Park property to the extent allowed by law.
- b. MPSD will purchase all field maintenance materials including diamond mix, chalk, sod, dirt, etc.
- c. MPSD will coordinate all scheduling of Municipal Field with other organizations including, but not limited to, Manitowoc American Legion Baseball and Manitowoc Bandits.
- d. MPSD shall maintain its standards for the Municipal Field Park property for all grounds maintenance, facilities maintenance, upkeep, upgrades, and field preparation.

iii. Additional Responsibilities at Miracles Park

1. Inventory and inspect equipment in storage building for damage and wear.
2. Conduct annual spring field maintenance to prepare field for competition, including painting foul lines, rake/drag infield and general spring clean-up.
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. As needed, install batting cages at beginning of season and uninstall said cages by the end of season.
5. Clean and empty concession stand after each use.

iv. Additional Responsibilities at Manitowoc Company Youth Sports Complex at Citizen Park for the Three Diamonds used by Softball V, JV1, and JV2 for Practices and Competitions

1. Coordinate scheduling use with City and MYBA.
2. Conduct field maintenance in the spring to prepare fields for competition, including painting foul lines, rake/drag infield and general spring clean-up.

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. As needed, install batting cages at beginning of season and uninstall said cages by the end of season.
5. Clean and empty concession stand after each use.

v. Additional Responsibilities at Red Arrow Park

1. Inventory and inspect equipment in storage building for damage and wear.
2. Conduct annual spring field maintenance to prepare field for competition, including painting foul lines, rake/drag infield and general spring clean-up.
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. Red Arrow Park Tennis Courts
 - a. MPSD will conduct routine inspections 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. MPSD will work with City to install windscreens provided by City.
 - c. MPSD will work with the City Parks and Recreation 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. Additional Responsibilities at Lincoln Park Tennis Courts

1. 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.
 2. MPSD will work with the City Parks and Recreation Division Manager if nets need to be adjusted. Adjustments shall be made by properly trained MPSD or City staff.
 3. 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 additional 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 at all times.
4. **TERM**. This agreement shall be valid for the duration of the MPSD 2023 baseball, softball and tennis seasons, including post seasons. MPSD use of Municipal Field, per this contract, shall continue through December 31, 2023 or until the property is transferred into MPSD ownership, whichever is sooner.
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 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**. 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 this agreement 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 insurance.

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/Deputy Treasurer, 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 _____, 2023.

CITY OF MANITOWOC, WISCONSIN

ATTEST:

By: _____
Justin M. Nickels, Mayor

Mackenzie Reed, City Clerk/Deputy Treasurer

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2023, the above named Justin M. Nickels and Mackenzie Reed, known to me to be the Mayor and City Clerk/Deputy Treasurer 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 _____, 2023, 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) _____

City of Manitowoc | Parks and Recreation Division
Scheduling and Priority Policy | Park Sports Facilities



The Manitowoc Parks and Recreation Division shall make all final decisions on scheduling and priority. Scheduling decisions at the Manitowoc Company Youth Sports Complex will be made in conjunction with the Manitowoc Youth Baseball Association. We will use the following procedures on field priorities.

General Policies:

- All games and competitions will take priority over practices.
- All reservations must be made at least 10 business days in advance.
- All dates reserved will be final unless cancelled. Once registered a team will not be “bumped”.
 - a. Any conflicts of a game and practice overlapping will be discussed with both parties to work out an alternative arrangement.
- Recurring, annual tournaments will take preference over new tournaments.
- All Tournaments must be submitted through the City of Manitowoc’s Special Event process. Tournaments at the Manitowoc Company Youth Sports Complex must go through the City of Manitowoc’s Special Events process AND the Manitowoc Youth Baseball Association.
- Unless otherwise stated, the deadline for priority scheduling for High School spring sports (baseball, softball, boys tennis, middle school tennis) will be February 1st of that year. Priority scheduling deadlines for fall sports (girls tennis) will be July 1st of that year. Following these deadlines, all other teams, leagues or programs will be able to make reservations on a first-come, first-serve basis.
- If there are any concerns about field conditions, facility maintenance, or scheduling please contact the Manitowoc Parks and Recreation Division at 920-686-3060.

Manitowoc Company Youth Sports Complex:

1. Manitowoc Public School District (MPSD) will have scheduling priority at the Complex from April 1st to June 1st for their high school girls softball program. MPSD will have until February 1st of each year to reserve dates for that season.
2. MYBA will have scheduling priority of the complex outside of the MPSD season. MYBA will have until May 15th of each year to reserve the dates for the year for 1st choice on reservations.
3. After May 15th all other teams/leagues will be able to make reservations on a first - come, first - served, basis.

Municipal Field:

1. MPSD Athletic Dept. will oversee all Municipal Field scheduling and operations.

Miracles Park Baseball Field:

1. MPSD High School Boys Baseball program will have scheduling priority at Miracles Park Baseball Field for high school practices.

Red Arrow Park Baseball Field:

2. MPSD will have scheduling priority at Red Arrow Park Baseball Field for practices and games for their high school boy's baseball program.

Red Arrow Park Tennis Courts:

1. MPSD will have scheduling priority at Red Arrow Park Tennis Courts for middle school competition as well as high school boys and girls tennis practices.

Lincoln Park Tennis Courts:

1. MPSD will have scheduling priority at Lincoln Park Tennis Courts for competition for their high school girls and boys tennis programs.
2. Roncalli Catholic Schools (RCS) High School will have second scheduling priority at Lincoln Park Tennis Courts for competition and practices for their high school boys tennis program and competition for their middle school tennis program.

Fleetwood Park Tennis Courts:

1. RCS will have scheduling priority at Fleetwood Park Tennis courts for practice for their high school boys tennis and middle school tennis programs.

Citizen Park Tennis Courts:

1. RCS will have scheduling priority at Citizen Park Tennis Courts for practice for their middle school tennis program.