

**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 _____, 2024, 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, cross country, tennis and summer school 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 2024 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, 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. Manitowoc Youth Baseball Complex at Citizen Park grass will be cut by the Manitowoc Youth Baseball Association (“MYBA”) as needed for the spring softball season.

- ii. City Parks and Recreation Division will independently reserve facilities for MPSD baseball, tennis, cross country, and summer school programs and in collaboration with Manitowoc Youth Baseball Association 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 Youth Sports Complex Citizen Park
 - b. JV1 at Manitowoc Youth Sports Complex Citizen Park
 - c. JV2 at Manitowoc 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
 - 4. Cross Country
 - a. Middle School Cross Practice at Lincoln Park
 - 5. Summer School
 - a. Summer School events are held at Red Arrow Park Ball Diamond and Red Arrow Park Tennis Courts.
- iii. Provide the athletic facilities in playable, “ready to use” condition at the beginning of the specific athletic seasons. This includes initial painting of outfield lines.
- iv. Reserve and maintain concession stands & restrooms at all locations other than Municipal Field at no cost to MPSD.

- v. Provide access to hand equipment to maintain fields in “ready to use” condition, including rakes, lining machines, drags,, 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, Miracles 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. Communicate all facility reservation needs to the City for scheduling purposes.
- 2. Regular field condition inspections.
- 3. Remove water as needed.
- 4. Prepare for games – Lining, field grooming, install bases, etc.
- 5. MPSD will supply all field maintenance materials needed to maintain fields and facilities in “ready to use” condition throughout their playing season. This includes diamond mix, chalk, sod, dirt and clay.
- 6. 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. Add clay to batters boxes and pitcher’s mound/rubber as needed.

7. Communicate any equipment or property needing repairs or maintenance attention to the City Parks and Recreation Division Manager.
8. Rake and grade batting cage surfaces as needed.
9. At the completion of each specific season, fields and facilities shall be returned to same or better condition as to what was provided at the beginning of the season. Facilities will be assessed and MPSD charged for any maintenance required to bring fields back to “ready to use” condition.
10. 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, and clay.
 - 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 Manitowoc 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. Participate in a field maintenance training day prior to the season with MYBA.

3. Daily/pregame maintenance of the fields to include chalking, dragging, setting up bases.
4. Daily/postgame maintenance of the fields including packing clay, raking and dragging, and putting bases away.
5. MYBA will inspect fields throughout the season to verify proper maintenance by MPSD. MPSD will be invoiced for time and materials if MYBA is required to perform field maintenance to bring the field back to proper playing condition. This field maintenance includes, but is not limited to, packing clay in the batters' boxes and pitching rubber area, removing chalk lines from the infield, and removing any infield mix that has migrated onto the outfield grass.
6. Coordinate all concession activities with MYBA

iv. Additional Responsibilities at Red Arrow Park Tennis Courts

1. 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.

v. 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 City concession stands at no additional cost during their scheduled games. Concession stand use at the Manitowoc Youth Baseball Complex must be coordinated with MYBA.

4. **TERM.** This agreement shall be valid for the duration of the MPSD 2024 baseball, softball and tennis seasons, including post seasons. MPSD use of Municipal Field, per this contract, shall continue through December 31, 2024 or until the property is transferred into MPSD ownership, whichever is sooner.

This Agreement shall automatically renew annually unless either party provides written notice to the other party 15 days prior to the expiration of the then-current term of this Agreement. Notice shall be sent to:

For City:

City Clerk

900 Quay Street

Manitowoc, Wisconsin 54220

For MPSD:

Executive Director of Business Operations
MPSD Administrative Offices
2902 Lindbergh Drive, Manitowoc, WI
54220

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 seven (7) days 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 and any additional costs that may be incurred by the City or MYBA as a result of the defect.

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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