



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Park and Recreation Director
MEETING DATE: February 12, 2019
SUBJECT: Approve Parks and Recreation Facility Use Agreements

Background:

Attached are copies of the Faribault Parks and Recreation Facility Use Agreements for the 2019 season. These agreements cover facility usage for organizations using City of Faribault parks or recreational areas. They are very straight forward and are similar to past agreements. Agreements include the following:

Boys Traveling Baseball Association
Girls Fast Pitch Softball Association
Adult Softball Association
Rugby Association
Bethlehem Academy
Faribault BMX Inc.

Recommendation:

Staff recommends approving 2019 Facility Use Agreements.

Attachments:

- Facility Use Agreements



Facility Use Agreement

Lessor:

Lessee:

City of Faribault, Minnesota

Boys Baseball Association

Both parties consent to the proposed lease agreement highlighted below to take effect immediately. This agreement will bind the respective parties to the outlined terms until the said agreement is dissolved or the date of the agreement has expired.

This is an agreement between the City of Faribault, hereinafter referred to as “Lessor”, and the Boys Baseball Association, hereinafter referred to as “Lessee”.

Purpose: The purpose of this Facility Use Agreement is to allow Lessee ability to conduct baseball practices, games, and events at Teepee Tonka Park and North Alexander Park in Faribault, MN

Lease Conditions:

1. Lessee will use the designated ball fields, parking lots and public restrooms of Teepee Tonka Park and North Alexander Park as agreed upon by Lessee and Lessor.
2. Lessee will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. Lessee will be responsible for any damages done to park grounds or property during operation and/or use.
4. Lessee agrees to pay Lessor for all necessary ball field preparations.
5. Lessee agrees to disclose to Lessor all practice and game schedules in a timely manner and prior to actual activity times.
6. Lessee shall indemnify the Lessor of any and all liability claims made against Lessee resulting from any activities sponsored by Lessee.
7. Lessee shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all Lessee activities and participants.
8. Lessee agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Lessor shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to Lessee sponsored events held on said property.
10. This agreement covers the period of time from the date signed until December 31, 2019.

City of Faribault (Lessor),

Boys Baseball Association (Lessee),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Lessor:

Lessee:

City of Faribault, Minnesota

Girls Fastpitch Softball Association

Both parties consent to the proposed lease agreement highlighted below to take effect immediately. This agreement will bind the respective parties to the outlined terms until the said agreement is dissolved or the date of the agreement has expired.

This is an agreement between the City of Faribault, hereinafter referred to as “Lessor”, and the Girls Fastpitch Softball Association, hereinafter referred to as “Lessee”.

Purpose: The purpose of this Facility Use Agreement is to allow Lessee ability to conduct softball practices, games, and events at the softball complex in North Alexander Park in Faribault, MN.

Lease Conditions:

1. Lessee will use the designated ball fields, parking lots and public restrooms of North Alexander park as agreed upon by Lessee and Lessor.
2. Lessee will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. Lessee will be responsible for any damages done to park grounds or property during operation and/or use.
4. Lessee agrees to pay Lessor for all necessary ball field preparations.
5. Lessee agrees to disclose to Lessor all practice and game schedules in a timely manner and prior to actual activity times.
6. Lessee shall indemnify the Lessor of any and all liability claims made against Lessee resulting from any activities sponsored by Lessee.
7. Lessee shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all Lessee activities and participants.
8. Lessee agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Lessor shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to Lessee sponsored events held on said property.
10. This agreement covers the period of time from the date signed until December 31, 2019.

City of Faribault (Lessor),

Girls Fastpitch Softball Assoc. (Lessee),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Lessor:

City of Faribault, Minnesota

Lessee:

Faribault Softball Association

Both parties consent to the proposed agreement highlighted below to take effect immediately. This agreement will bind the respective parties to the outlined terms until the said agreement is dissolved or the date of the agreement has expired.

This is an agreement between the City of Faribault, hereinafter referred to as “Lessor”, and the Faribault Softball Association, hereinafter referred to as “Lessee”.

Purpose: The purpose of this Facility Use Agreement is to allow Lessee ability to conduct softball games and tournaments, and to outline conditions surrounding such usage, of the North Alexander Park softball fields in Faribault, MN.

Lease Conditions:

1. Lessee will use the softball fields, parking lots, concession stands and directly adjacent areas of North Alexander Park as agreed upon by Lessee and Lessor.
2. Lessee will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. Lessee will be responsible for any damages done to park grounds during operation and/or use of the property.
4. Lessee and Lessor must mutually agree to all game and practice schedules in a timely manner and prior to actual activity times.
5. Lessee shall indemnify the Lessor of any and all liability claims made against Lessee resulting from any activities sponsored by Lessee.
6. Lessee shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all Lessee activities, participants and staff.
7. Lessee agrees to condone the use and possession of glass containers within park property.
8. Lessee agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Lessor agrees to prepare ball fields as per scheduled games and tournaments.
10. Lessor shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to Lessee sponsored events.
11. This agreement covers the period of time from January 1, 2017 – December 31, 2019.

City of Faribault (Lessor),

Faribault Softball Association (Lessee),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Lessor:

Lessee:

City of Faribault, Minnesota

Rugby Players Association

Both parties consent to the proposed lease agreement highlighted below to take effect immediately. This agreement will bind the respective parties to the outlined terms until the said agreement is dissolved or the date of the agreement has expired.

This is an agreement between the City of Faribault, hereinafter referred to as “Lessor”, and the Rugby Players Association, hereinafter referred to as “Lessee”.

Purpose: The purpose of this Facility Use Agreement is to allow Lessee ability to conduct rugby practices, games, and events at Maple Lawn Park, Jefferson Park, and Tee Pee Tonka Park which are all located in Faribault, MN.

Lease Conditions:

1. Lessee will use the designated park fields, parking lots and public restrooms of said parks as agreed upon by Lessee and Lessor.
2. Lessee will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. Lessee will be responsible for any damages done to park grounds or property during operation and/or use.
4. Lessee agrees to pay Lessor for all necessary field preparations.
5. Lessee agrees to disclose to Lessor all practice and game schedules in a timely manner and prior to actual activity times.
6. Lessee shall indemnify the Lessor of any and all liability claims made against Lessee resulting from any activities sponsored by Lessee.
7. Lessee shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all Lessee activities and participants.
8. Lessee agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Lessor shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to Lessee sponsored events held on said properties.
10. This agreement covers the period of time from the date signed until December 31, 2019.

City of Faribault (Lessor),

Rugby Players Association (Lessee),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Lessor:

Lessee:

City of Faribault, Minnesota

Bethlehem Academy

Both parties consent to the proposed lease agreement highlighted below to take effect immediately. This agreement will bind the respective parties to the outlined terms until the said agreement is dissolved or the date of the agreement has expired.

This is an agreement between the City of Faribault, hereinafter referred to as “Lessor”, and Bethlehem Academy, hereinafter referred to as “Lessee”.

Purpose: The purpose of this Facility Use Agreement is to allow Lessee ability to conduct practice and games at Teepee Tonka Park and North Alexander Park in Faribault, MN.

Lease Conditions:

1. Lessee will use the fields, parking lots and adjacent areas of Teepee Tonka Park and North Alexander Park as agreed upon by Lessee and Lessor.
2. Lessee will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. Lessee will be responsible for any damages done to park grounds during operation and/or use of the property.
4. Lessee agrees to prepare fields prior to each use.
5. Lessee agrees to disclose to Lessor all game and practice schedules in a timely manner and prior to actual activity times.
6. Lessee shall indemnify the Lessor of any and all liability claims made against Lessee resulting from any activities sponsored by Lessee.
7. Lessee shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all Lessee activities, participants and staff.
8. Lessee agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Lessor shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to Lessee sponsored events held on said property.
10. This agreement covers the period of time from the date signed until December 31, 2019.

City of Faribault (Lessor),

Bethlehem Academy (Lessee),

Representative

Representative

Date Signed

Date Signed



**LEASE BETWEEN CITY OF FARIBAULT AND
FARIBAULT BMX INC.**

This lease agreement is entered into this _____ day of _____, 2019, between the City of Faribault, Minnesota, Lessor, and Faribault BMX Inc., a Minnesota non-profit corporation as Lessee.

The Lessor hereby agrees to lease to Lessee real property owned by Lessor located in South Alexander Park in the City of Faribault, Rice County, Minnesota, as more specifically delineated on the attached Exhibit A.

The purpose of this lease is to allow Lessee to develop and operate a non-motorized track for BMX bicycles in accordance with the terms and conditions of this lease.

The term of this lease shall be 1 year from the date hereof, subject to termination by either party on 60 days written notice.

Lessee may grade the premises and bring in fill to develop the track. Lessee shall not remove any trees without the written permission of the Parks and Recreation Director acting on behalf of the city. The city's discretion in granting or denying permission to remove trees is absolute. Upon termination of the lease, the premises will be restored to their original condition without cost to Lessor.

Lessee shall fence the track area with a chain link fence at least 6 feet high, and shall provide a gate capable of being locked to deter unauthorized access to the premises.

Lessee agrees that it will establish appropriate safety rules including rules controlling the number of people using the track at any one time. Further, Lessee shall have a qualified representative on the premises at all times during hours of operation to monitor activities on the track to ensure safe riding. Lessee shall post signage at the entrance to the premises identifying Lessee as the operator and stating rules of operation.

Lessee shall maintain liability insurance for the track operation in an amount not less than \$1,000,000 and Lessor shall be named as a co-insured on said policy. The policy shall provide that it may not be cancelled without 30 days written notice to Lessor. In no event shall Lessee allow riding on the track at anytime when its insurance coverage is not in place. The Lessee agrees to have insurance coverage for all track users and participants.

- A. Lessee agrees to maintain insurance coverage for track operation as noted.
- B. Lessee agrees to maintain and repair structure and premises of all damages from normal use, vandalism, and/or environmental hazards including high winds, heavy rain, hail, snow, fallen trees or branches.

C. Lessee agrees that ownership of the permanent building will revert to Lessor should their organization dissolve or cease to exist.

Lessee shall keep the premises neat and free of litter, including the area immediately surrounding the lease premises. Lessee shall maintain garbage containers in sufficient number to meet its needs and shall provide for its own hauling service.

No additional buildings shall be constructed on the leased premises, and any utility services shall be contracted for and metered in the name of lessee.

Rules of Operation

- a. Lessee's premises may not be open when the park is closed.
- b. No vehicles shall be driven off the parking lot or road, or parked in the grass unless permission is granted for specific events.

This lease is not assignable except with the written consent of both parties.

Faribault BMX, Inc.

City of Faribault

By: _____

Mayor

By: _____

City