



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks & Recreation Director
MEETING DATE: August 13, 2019
SUBJECT: Approve Faribault Ice Arena Agreement

Background:

Please find attached a copy of the annual Faribault Ice Arena Agreement for the 2019-20 ice season. The rate charged for operational expenses is the same as the last four years. The rate remains at \$210 per hour.

The City of Faribault purchases approximately 125 hours of ice time each year. Total cost to the City for facility rental is \$210 per hour for 125 hours or approximately \$26,250. The fee after 125 hours changes to \$90 per hour. We no longer pay sales tax for purchase of ice time. We pay sales tax on the final user fees that are charged at the door. The City also uses approximately 10 - 15 hours of ice time per year at no charge for participants. This is done and credit is given to the Faribault Charitable Gambling Board for their donation in getting the ice arena built as well as their continued donations toward the facility.

Recommendation:

Staff recommends approval of the 2019-20 Faribault Ice Arena Agreement.

Attachment:

- Faribault Ice Arena Agreement

AGREEMENT

This Agreement is made and entered into this _____ day of _____ 2019, by and between the **FARIBAULT ICE ARENA ASSOCIATION** (“FIAA”) and **CITY OF FARIBAULT** (“CITY”).

Whereas, the City, through its Parks and Recreation Department, desires to use the premises commonly known as the Faribault Ice Arena (“Arena), located at 1820 Alexander Drive, Faribault, Minnesota.

Now therefore, in consideration of the terms and conditions hereinafter set forth, the parties hereto do hereby mutually agree to the following:

A. FIAA Responsibilities:

1. Shall provide and maintain ice conditions suitable for ice skating activities, practices and game use.
2. Shall provide all nets, boards and markings to conduct ice hockey games.
3. Shall provide ice maintenance personnel, management staff and building maintenance.
4. Shall make every effort to provide quality ice, but the FIAA does not guarantee it if unable for mechanical reasons to provide ice.

B. City Responsibilities:

1. Shall be responsible to providing adequate supervision and discipline for all areas of the arena including ice surface, team rooms and locker rooms.
2. Shall at the end of each scheduled rental period return the facility to the same condition as prior, reasonable wear and tear expected.
3. Shall co-ordinate with the Arena Manager so that adequate concessions are provided.
4. Shall provide all additional staffing that may be required for its various activities.
5. Shall abide by all published Rules and Regulations for the Arena.
6. Under no circumstance shall students/players be left unsupervised prior to or after open skating.
7. Shall provide landscape maintenance on west end of Ice Arena.

C. Use of the Total Arena Facility by Parks and Recreation:

1. The Community Services shall have use of the entire Arena Facility for its various programs.
2. Scheduled hours shall be those agreed to by the FIAA and Community Services.

3. Parks and Recreation shall pay to the FIAA a rental rate of \$210 per hour for 125 hours minimum per year. Billing to Parks & Recreation shall be monthly for actual hours rented for the month.
4. Any additional hours in excess of 125 will be charged at the rate of \$90 per hour.
5. Hours may not be subcontracted to other organizations/entities.
6. Rescheduling: Rescheduling of activities shall be at the discretion of the Arena Supervisor. Credit for canceled ice time shall be given to Parks and Recreation, provided that Parks and Recreation notifies the Arena Supervisor one week prior to the scheduled time.
7. Rental skate revenue will be collected and turned over to FIAA.

D. Insurance and Liability:

1. The City agrees to indemnify and defend the FIAA for all claims upon the negligent performance by the City, its officers, employees or agents of any duty assumed by the City under this Agreement or otherwise with respect to operations at the Arena. The City will not indemnify or defend against claims based upon the negligence of the FIAA.
2. The City further agrees to provide evidence of liability insurance for the term of use of the facility by presenting to the FIAA a certificate of insurance (attachment). The coverage should include a minimum of \$1,000,000 single limit for bodily injury and property damage and shall name the Faribault Ice Arena Association as an additional insured.

E. Approvals:

1. This agreement shall be effective upon the approval by the FIAA Board and the City Council.
2. Any amendments to this agreement shall be in writing and approved by each Body.

FARIBAULT ICE ARENA ASSOCIATION

By: _____

Date: _____

Its: _____

CITY OF FARIBAULT

By: _____

Date: _____

Its: _____