

City of Scottsbluff, Nebraska

Monday, March 2, 2020

Regular Meeting

Item Reports2

Council to discuss and consider action on a Contract with WNCC for the use of Cleveland Field and authorize the Mayor to execute the Contract.

Staff Contact: Rick Deeds, Park Superintendent

CONTRACT
(Cleveland Field)

THIS CONTRACT is entered into on February 19, 2020, by and between the City of Scottsbluff, a Municipal Corporation (hereinafter referred to as "CITY"), and Western Community College Area, a Political Subdivision which operates as Western Nebraska Community College (hereinafter referred to as "WNCC").

1. CITY now grants to WNCC a non-exclusive right to use Cleveland Field, 1615 West 20th Street, Scottsbluff, a park owned by the CITY ("facility") for the use of the WNCC baseball program. The grant of the non-exclusive right shall be for a term extending through the 2020, 2021, 2022 and 2023 baseball seasons.
2. WNCC will furnish to the CITY (Parks and Recreation Department) no less than ninety (90) days prior to its first practice each year, a schedule of games and a list of dates when WNCC will require the facility. WNCC scheduled games will have priority over others concerning the use of the facility.
3. CITY will do and provide the following:
 - a. Facility and park maintenance.
 - b. Trash receptacles capable of handling litter associated with the normal use of the facility.
 - c. Onsite storage, if available, for pitching machine, balls, and other equipment belonging to WNCC during WNCC's baseball season only. The CITY shall not be responsible for theft of such items.
 - d. Portable toilets.
 - e. The CITY will allow WNCC to use the CITY's Gator and field marker applicator on site only. WNCC will provide fuel for the Gator as needed.
 - f. Provide a certificate of liability insurance for the use of CITY's property naming WNCC as an additional insured.
 - g. CITY will allow WNCC the exclusive use of one locker room from August 1st through May 30th of each year, extended if WNCC is involved in post-season play. At the end of use of said locker room, a walk through inspection will be performed with an employee of the CITY and an employee of WNCC being present. WNCC will keep the locker room in the same condition as at the commencement of this Contract, reasonable wear and tear excepted.
 - h. CITY shall invoice WNCC on a yearly basis for rent payments as hereinafter set forth.
4. WNCC shall do and provide the following:
 - a. WNCC shall pay the CITY the sum of \$1,500 per year payable on August 1, 2020 for use of the facility from August 1 through May 30 (or longer if extended

by post-season play). The sum payable for use of the facility for following years shall be as follows:

2021 - \$2,000 per year

2022 - \$2,500 per year

2023 - \$3,000 per year

Each payment shall be due and made on the first day of August each year during the term of this Contract.

- b. All field preparation including lining.
- c. Provide diamond pro, as needed, for use of the facility by WNCC.
- d. Provide names and telephone numbers of coaches and maintenance personnel in charge of preparing the facility.
- e. Provide umpire, scorekeepers, and other staff necessary to conduct a game.
- f. Provide any desired temporary outfield fencing. Any temporary outfield fencing will be removed by WNCC prior to the end of its season.
- g. Place litter in receptacles within twenty-four hours following games and practices.
- h. Provide extra bleachers, if needed. Any extra bleachers will be removed by WNCC prior to the end of its season.
- i. WNCC will during and after their season, clean the restrooms, press box, dugouts, bleachers, storage building, locker rooms, coaches' office, concession stands, ticket office, and playing surface.
- j. Provide insurance coverage for liability insurance and peril coverage for its improvements.

- 5. WNCC will reimburse the CITY for any damages to CITY property or equipment which occurs during WNCC activities.
- 6. If the rent or any part thereof shall be unpaid for thirty (30) days after becoming due, whether formally demanded or not, or any covenant on the part of WNCC shall not be performed after thirty (30) days prior written notification of breach of covenant, CITY shall have the right to terminate this Contract upon written notice delivered to WNCC.
- 7. If, as a result of Legislative action, WNCC can no longer conduct a baseball program, or if WNCC elects to discontinue its baseball program, WNCC shall have the right to terminate this Contract upon providing written notice delivered to the City advising of the termination, at which time title to all permanent improvements shall immediately transfer to the City. WNCC shall immediately thereafter vacate Cleveland Field and will no longer be responsible for any further rent payments.

[SIGNATURE PAGE WILL FOLLOW]

CITY OF SCOTTSBLUFF, NEBRASKA
A Municipal Corporation

Dated: _____

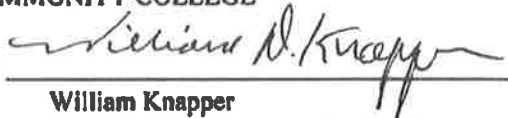
By: _____
Mayor

Attested to:

City Clerk

WESTERN COMMUNITY COLLEGE AREA,
A Political Subdivision of the State of Nebraska,
Which Owns and Operates WESTERN NEBRASKA
COMMUNITY COLLEGE

Dated: 2-19-2020

By: 
William Knapper
Vice-President of Administrative Services

Attested to:


Board Secretary

2-25-2020

Cleveland Field Costs.

The City provides. Playing Turf Field, Dugouts, Stadium= (Crow's Nest, Umpire and Locker rooms, Restroom Facility, Ticket Booth, Place for Concessions, Storage area) Drinking fountain, Score Board, a Utility Vehicle to prep fields and Garage for storage, Electricity for ball field lights and related structures, Water for irrigation of both the softball and baseball fields and the stadium facility. The City winterizes and de-winterizes the stadium and irrigation systems. The city mows the fields twice a week during the season, applies infield conditioner when needed, applies chemicals and fertilizer and aerates and over seeds worn spots.

Mowing	\$1,250	Labor 50hrs/ season
Infield material	\$4,008	Labor unknown
Fertilizer	\$293.57	Labor unknown
Irrigation ... (Cost for Repairs)	\$90.70	Labor Unknown
Chemical (Herbicide).....	\$336.25	Labor Unknown
Aeration	\$150.00	Labor 3 hours
Water Use	\$	Unknown
Electricity	\$	Unknown
Pay to contract for light repairs	\$	Varies year to year.
Building Supplies	\$_____	Unknown
Estimated Total	\$6,128.52	

- **Mowing-** The city mows a minimum of 2 times a week. We start mowing in April and finish usually in September. The length of season depends on growing conditions. We mow an extra time if there is an event on the weekend. (tournament)
When the college is using the facility they mow when they have time. They like the infield mowed shorter. This is why they mow. Seasonal **City cost \$1,250.00**
This does not include fuel.
- **Infield Conditioner cost \$4,008 per load.** Sometimes we purchase, sometimes the college purchases. Last year we hauled clay to build up the infield; so to my knowledge no infield conditioner was purchased. This is the cost of product only. **City Cost \$4,008.00**
- **Fertilizer** – we fertilize the baseball field only in the fall. Fertilizer is applied at 1.5lbs of N. per 1000sq.ft. Fertilizer costs \$391.42/ton we use .75 of a ton. **City Cost \$293.57**
- **Irrigation Work** – Winterization, De-winterizing both softball and baseball fields. We check the booster pump and irrigation controller at least 2 times a week after the system is turned on and check the baseball irrigation system once every 2 weeks during the summer season. We don't do any work on the softball irrigation system after it is turned on or off for the season. Irrigation cost to replace and repair last season was \$90.70 for supplies.
- **Chemical costs.** Broadleaf control and bare ground control. Speedzone 2.5 gallons .. **\$170.00**
Corner stone Plus (Roundup) 1 gallon apply thru out the growing season. **\$18.15.**
Sahara, (Sterilant) use 1 10lb bag.....**\$148.10**
\$336.25
- **Water use** – We currently don't charge for the use of water for the restrooms or irrigation. **Cost unknown.**
- **Electrical-** we currently don't charge for use of electricity. The city does contract every season to repair lights on the baseball field. This cost varies.
- **Aeration-** we go 2 directions in the fall and if time allows go one direction in the spring. We also have to locate irrigation boxes and heads before we can aerate. Labor 3 hours **City Cost \$150.**

This does not include

- Wear and tear of equipment,
- Fuel for equipment,
- Labor hours for checking or working on irrigation issues
- Labor hours to make repairs to facilities. (RR Leaks, Broken Windows or Door locks)
- Costs to haul clay.
- Electrical costs
- Water use.

- Does not include cost of supplies, (paint or boards for bleachers or fence)

WNCC currently pays \$1,500 to use the baseball facility. This is what they have already paid to use the facility 2019-2020 season. The college drags and preps the field for their games. They use the city equipment to do this. They also mow when they have time. Some improvements they have made is new concrete, backstop netting, crow's nest remodel , and new dugouts. They along with the Legion purchased sod and clay for the pitcher's mound. They purchase their own field marking material, and pick up trash. The College currently pay \$1,500 for Volunteer Field, (**softball field**), This contract started in August 1st. 2008 and is good for 20 years. 8 yrs left on this contract.

Legion Baseball- pays nothing. They paint and replace boards on the fence and pull weeds, pick-up trash, share in the cost of sod. A few years back they did pay for a urinal that was broken. They prep the fields when they play which includes dragging the fields and filling in holes, and they also buy the entire field marking material and clay for the pitcher's mound. They also have put in flower planters and a statue.

Rick Deeds

Park Supervisor