

City of Scottsbluff, Nebraska

Monday, May 18, 2020

Regular Meeting

Item Reports4

Council to discuss and consider action regarding maintenance charges for year 2020 at Landers Soccer Field, Volunteer & Cleveland Fields, and 23 Club because of the COVID-19 Pandemic.

Staff Contact: Rick Kuckkahn, Interim City Manager

Landers Soccer Complex.

- **City** maintains the turf, mows, weed control, irrigation, fertilization, roads, Parking lots, buildings, playgrounds, chain

link fence and trees.

- User groups at Landers- (Ayso, Wncc, High school) . mark out fields, and move goals around.

We do not have cost figures for Landers.

Cleveland Baseball Field I gave you a rough estimate on cost for this site I think in March. The City only maintains the Baseball facility.

- **City**- mows, fertilizes, sprays weeds, irrigation repair, work on the infield, building maintenance, and repair lights.
- The **college** will sometimes mow. The college preps for their own games. They also buy field conditioner to be used on both fields.

The difference between the baseball and softball field is WNCC **DOES NOT** have exclusive use of the **baseball** field.

The **Legion baseball group** uses the Cleveland Baseball facility and they don't pay the city anything. They try to help with some maintenance issues like painting the fence, pulling weeds, painting the bleachers. Legion has also purchased some sod in the past. Legion preps the fields for their games. The purchase clay for the home plate and pitcher's mound.

Cleveland Volunteer field (Softball) The College has exclusive use of this facility so they provide all the maintenance. People have to contact the college to get permission to use this field.

The City winterizes the irrigation system because it is tied into the baseball field system

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

AGREEMENT

Dr. Allan C. Landers Memorial Park

THIS AGREEMENT is entered into by and among the City of Scottsbluff, a Municipal Corporation (hereinafter referred to as "CITY"), and Western Nebraska Community College (hereinafter referred to as "WNCC"), Scottsbluff Public School District No. 32 (hereinafter referred to as "SCOTTSBLUFF SCHOOL"), American Youth Soccer Organization Region 875 and its Club Team called the RECCOS (hereinafter referred to as "AYSO" and "RECCOS" either jointly or individually) and all three collectively may be referred to as "user" or "users". This Agreement will govern the non-exclusive use of Dr. Allan C. Landers Memorial Park (hereinafter referred to as "park") for 2018, 2019, 2020, 2021, and 2022.

WHEREAS, the CITY is the owner of the Dr. Allan C. Landers Memorial Park located at East 42nd Street and Fifth Avenue, Scottsbluff, Nebraska, which property contains a fenced competition soccer field and various other soccer fields (hereinafter referred to as practice fields or non-fenced competition areas), and

WHEREAS, all parties herein are desirous to establish a procedure for the use of the park to best serve the interest of all parties.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. CITY will provide at its sole cost and expense, the following:
 - a. Normal field and park maintenance.
 - b. Trash receptacles capable of handling litter associated with the normal use of the field.
 - c. Onsite storage, if available, for equipment. CITY is not responsible for theft of such equipment.
 - d. Six portable toilets. User may contract at their sole cost and expense any additional toilets.

WNCC

2. WNCC shall do and provide the following for its games and practices:
 - a. All field preparation including lining.
 - b. Provide extra bleachers if needed.
 - c. Rotate bleachers periodically to protect turf.
 - d. Portable benches and bench covers on the competition field will be removed after each use. These covers are not to be left on the field after games are over. If there are

violations of this policy, WNCC understands, these covers will be removed from the park. Any repairs to these covers will be at the expense of the user.

- e. Place litter in provided receptacles within 24 hours following each game(s) or practice(s).
 - f. Provide names and telephone numbers of coaches and maintenance personnel in charge of preparing fields.
 - g. Provide umpire, score keepers, and other staff necessary to conduct a game.
 - g. Provide one set of goals which will be made available not only for WNCC's use on the competition field, but for the use of other parties to this Agreement.
3. WNCC soccer season is the fall semester. WNCC shall have during the fall semester a non-exclusive priority use of the competition field. WNCC will furnish to the CITY no less than ninety (90) days prior to its first practice a schedule of games and a list of dates when WNCC will require the use of the competition field. During the fall semester, WNCC shall also have the non-exclusive priority use of practice fields per schedule to be developed by the CITY's Park and Recreation Department.
4. WNCC shall not use the fenced competition field for practice sessions. All other above named users shall adjust their practices so that WNCC may exercise its non-exclusive priority use of the practice fields.
5. WNCC shall pay to CITY the sum of \$4,500.00 per year payable on August 1, 2018, for use of the park from August 1, 2018 to the end of the spring semester, and a like amount of \$4,500.00 per year on the first day of August each year thereafter during the term of this Agreement.
6. WNCC will reimburse CITY for any damages to CITY property or equipment which occurs during WNCC's activities.

SCOTTSLUFF PUBLIC SCHOOLS

7. SCOTTSLUFF SCHOOLS utilizes soccer as a spring sport. SCOTTSLUFF SCHOOLS will coordinate its schedule and provide CITY's Park and Recreation Department prior to March 1 of each year a schedule for the use of the competition field. During the spring semester, SCOTTSLUFF SCHOOLS shall have a non-exclusive priority use to the competition fields pursuant to said schedule, and a non-exclusive priority use to the practice fields. It is anticipated that SCOTTSLUFF SCHOOLS will use the competition field in such a manner as to have two (2) fenced competition fields for scheduled home games.

8. **SCOTTSBLUFF SCHOOLS shall not use the fenced competition field for practice sessions. SCOTTSBLUFF SCHOOLS will furnish to the CITY no less than ninety (90) days prior to its first practice a schedule of games and a list of dates when SCOTTSBLUFF SCHOOLS will require the use of the competition field. During the spring semester, SCOTTSBLUFF SCHOOLS shall also have a non-exclusive priority use to the practice fields per schedule to be developed by the CITY's Parks and Recreation Department.**
9. **All other users named above shall adjust their practices so that SCOTTSBLUFF SCHOOLS may exercise its non-exclusive priority use of the practice fields.**
10. **SCOTTSBLUFF SCHOOLS shall do and provide the following for its games:**
- a. **All field preparation including lining for their scheduled games.**
 - b. **Provide extra bleachers if needed.**
 - c. **Rotate bleachers periodically to protect turf.**
 - d. **Portable benches and bench covers on the competition field will be removed after each use. These covers are not to be left on the field after games are over. If there are violations of this policy, SCOTTSBLUFF SCHOOLS understands, these covers will be removed from the park. Any repairs to these covers caused by any action of SCOTTSBLUFF SCHOOLS will be at the expense of SCOTTSBLUFF SCHOOLS.**
 - e. **Place litter in provided receptacles within 24 hours following each game(s) or practice(s).**
 - f. **Provide names and telephone numbers of coaches and maintenance personnel in charge of preparing fields.**
 - g. **Provide umpire, score keepers, and other staff necessary to conduct a game.**
11. **SCOTTSBLUFF SCHOOLS shall pay to CITY the sum of \$4,500.00 per year payable on August 1, 2018, for use of the park from August 1, 2018 to the end of the spring semester, and a like amount of \$4,500.00 per year on the first day of August each year thereafter during the term of this Agreement.**

AMERICAN YOUTH SOCCER ASSOCIATION REGION 875 (AYSO) and Club team the RECCOS (RECCOS)

12. **It is understood that AYSO requires six (6) non-fenced competition fields during their spring, summer and fall sessions. AYSO shall before the start of each season provide to the CITY's Parks and Recreation Department a schedule of all games so that CITY can coordinate the use of the non-competition fields to accommodate AYSO participants. Every effort will be made by SCOTTSBLUFF SCHOOLS and WNCC to conclude the use of the non-fenced competition areas (practice fields) by 6:00 p.m. to accommodate AYSO participants in practice time.**

13. AYSO will have a non-exclusive priority to use non-fenced competition fields for games on Saturdays only.

14. AYSO agrees the portable benches and bench covers on the competition field will be removed after each use. These covers are not to be left on the field after games are over. If there are violations of this policy, AYSO/RECCOS understand, these covers will be removed from the park.

15. RECCOS shall be given a non-exclusive right to use both the fenced competition field and non-fenced fields during the summer months. RECCOS shall have a non-exclusive priority to use the fenced competition field for tournaments. RECCOS shall provide to the CITY's Parks and Recreations Department a schedule of dates for said tournaments.

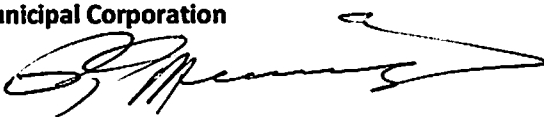
16. RECCOS shall have a non-exclusive right to use the practice fields throughout the fall and spring school semester subordinate to the rights of WNCC and SCOTTSBLUFF SCHOOLS.

17. AYSO/RECCOS shall pay to the CITY the sum of \$4,500.00 per year payable on August 1, 2018 for use of the park from August 1, 2018 to the end of July 2019 and a like amount of \$4,500.00 per year on the first day of August each year thereafter during the term of this Agreement.

CITY OF SCOTTSBLUFF, NEBRASKA

A Municipal Corporation

BY:




TITLE: Mayor

DATE: 4/16/18

WESTERN NEBRASKA COMMUNITY COLLEGE

BY:

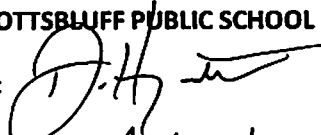


TITLE: V. P. Administrative Services

DATE: 10-10-17

SCOTTSBLUFF PUBLIC SCHOOL DISTRICT NO. 32

BY:



TITLE:

Activities Director

DATE:

4/13/18

AMERICAN YOUTH SOCCER ASSOCIATION REGION 875 (AYSO) AND ITS CLUB TEAM THE ~~RECCOS~~
(RECCOS)

WNFC
Western Nebraska
Football Club

BY: Ruth Johnson
TITLE: Regional Commissioner
DATE: 4-2-18

14.7

**CONTRACT
(Volunteer Field)**

THIS CONTRACT is entered into by and between the City of Scottsbluff, Nebraska, a municipal corporation (hereinafter referred to as "CITY"); and Western Community College Area, a political subdivision of the State of Nebraska, which owns and operates Western Nebraska Community College, (hereinafter referred to as "WNCC").

WHEREAS, the CITY is the owner of certain real estate situated in the Southwest Quarter of the Northeast Quarter of Section 22, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, which real estate is situated north of existing "Cleveland Field" and which real estate consists of improvements, herein referred to as "Volunteer Field" and parking area adjacent to and west of improvement of Volunteer Field, and

WHEREAS the CITY, WNCC and volunteers have developed the Volunteer Field which is used as a softball field for athletic events held by WNCC, and

WHEREAS, WNCC is interested in leasing Volunteer Field and obtaining the non-exclusive right to use parking lot to the west of Volunteer Field, along with right of ingress and egress from 20th Street, using existing road which lies to the west of Cleveland grandstands and north of Cleveland Field, hereinafter referred to as "leased area".

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Commencing on August 1, 2008, and continuing for a period of twenty (20) years, CITY does hereby lease to WNCC, and WNCC does hereby lease from CITY the improvements known as Volunteer Field located north of existing Cleveland Field as described above with the right to use existing parking area located to the west of Volunteer Field, along with the right of ingress and egress from 20th Street on existing roadway located to the west and to the north of existing Cleveland Field to be referred to as "leased area". A copy of map showing the approximate location of "leased area" is attached hereto, marked "EXHIBIT A" and by this reference made a part of this agreement.
2. In consideration for the use of said leased area, WNCC shall pay to CITY the sum of \$1,500.00 on August 1, 2008, and a like amount of \$1,500.00 on August 1st of each year thereafter. CITY shall invoice WNCC on a yearly basis for said rental payment, which payment shall be the rental payment for the period of August 1st through July 31st. The payment received on August 1, 2008, shall be the rental fee for the period August 1, 2008 through July 31, 2009, etc. This lease shall be for a period of twenty (20) years commencing on August 1, 2008.
3. **Renewal.** This agreement shall automatically renew for an additional twenty (20) year period under the same terms and conditions, unless terminated by WNCC.
4. **Use of Leased Premises.** WNCC agrees with CITY that it shall use the leased area solely for the purpose of conducting softball events and practices for softball events

on said property. WNCC shall, at its sole expense, maintain the Volunteer Field and improvements and will keep said leased area in a generally neat and clean condition. WNCC will maintain in good repair the improvements on said leased area. CITY shall maintain parking lot and roadway.

5. Utilities. CITY agrees that it shall deliver to the leased area and maintain existing water services. CITY may install a meter on said water services and may bill WNCC for water usage at Volunteer Field.

6. Use by WNCC. WNCC shall have the exclusive right to use Volunteer Field, but will use its best efforts to make said facility available to other groups with prior consent of the CITY, under such terms and conditions as may be necessary to protect and maintain said Volunteer Field. WNCC will use its best efforts to accommodate other groups that may wish to use said Volunteer Field when it is not in use by WNCC.

7. Right to Make Improvements. WNCC may make additional improvements to Volunteer Field subject to prior approval by the City Manager for the City of Scottsbluff.

8. Maintenance of Volunteer Field. WNCC will be responsible for normal field maintenance. WNCC may use the CITY's field grooming equipment for the softball season if convenient to the CITY. All operational expenses incurred in the use of said equipment, including but not limited to fuel and oil, shall be provided by WNCC. WNCC will return the equipment to CITY at the end of its softball season in as good as condition as it was in the beginning of the season, reasonable wear and tear excepted. WNCC shall be responsible for mowing, watering, fertilizing, and general ground care.

9. Admissions and Concession Sales. WNCC may, at its option, sell admissions to its sporting events at Volunteer Field and may sell concessions. WNCC may also advertise said events, including the right to sell advertising space on the improvements of Volunteer Field and fences surrounding Volunteer Field.

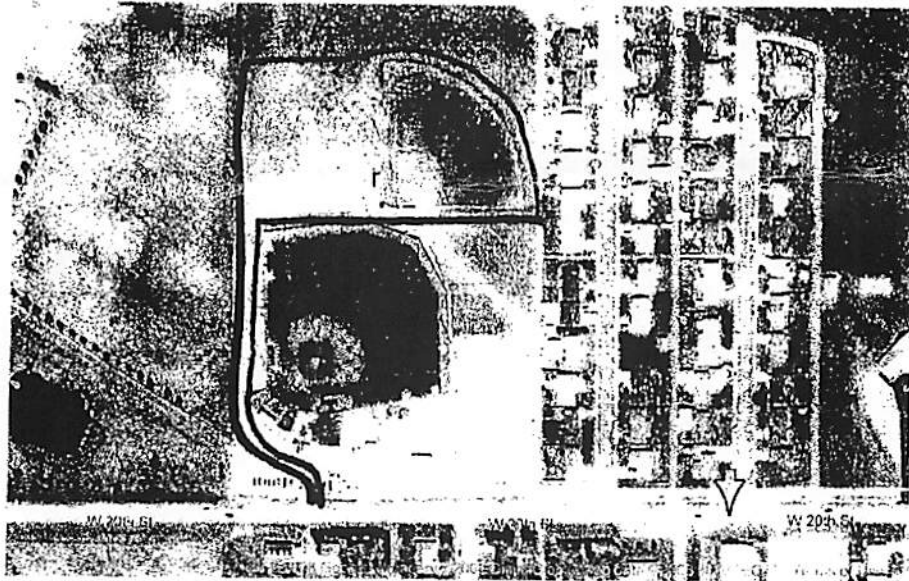
10. Trash Receptacles and Removal of Trash. CITY will provide trash receptacles capable of handling litter associated with the normal use of the field and will provide the removal and dumping of said trash receptacles.

11. Right to Terminate by WNCC. At the present time WNCC is a member of the NJCAA (National Junior College Athletic Association) and conducts a softball program which utilizes Volunteer Field as its home field. If, as a result of Legislative action, WNCC can no longer conduct a softball program or if WNCC elects to discontinue its softball program, WNCC shall have the right to terminate said lease upon providing written notice, delivered or mailed by certified mail to the CITY, so advising the CITY of the termination of this lease, at which time title to all permanent improvements shall immediately transfer to CITY. WNCC shall immediately thereafter vacate the premises and will no longer be responsible for rent payments as hereinafter set forth.

12. Insurance. WNCC shall insure said improvements and will have in place liability insurance concerning said Volunteer Field and leased area.

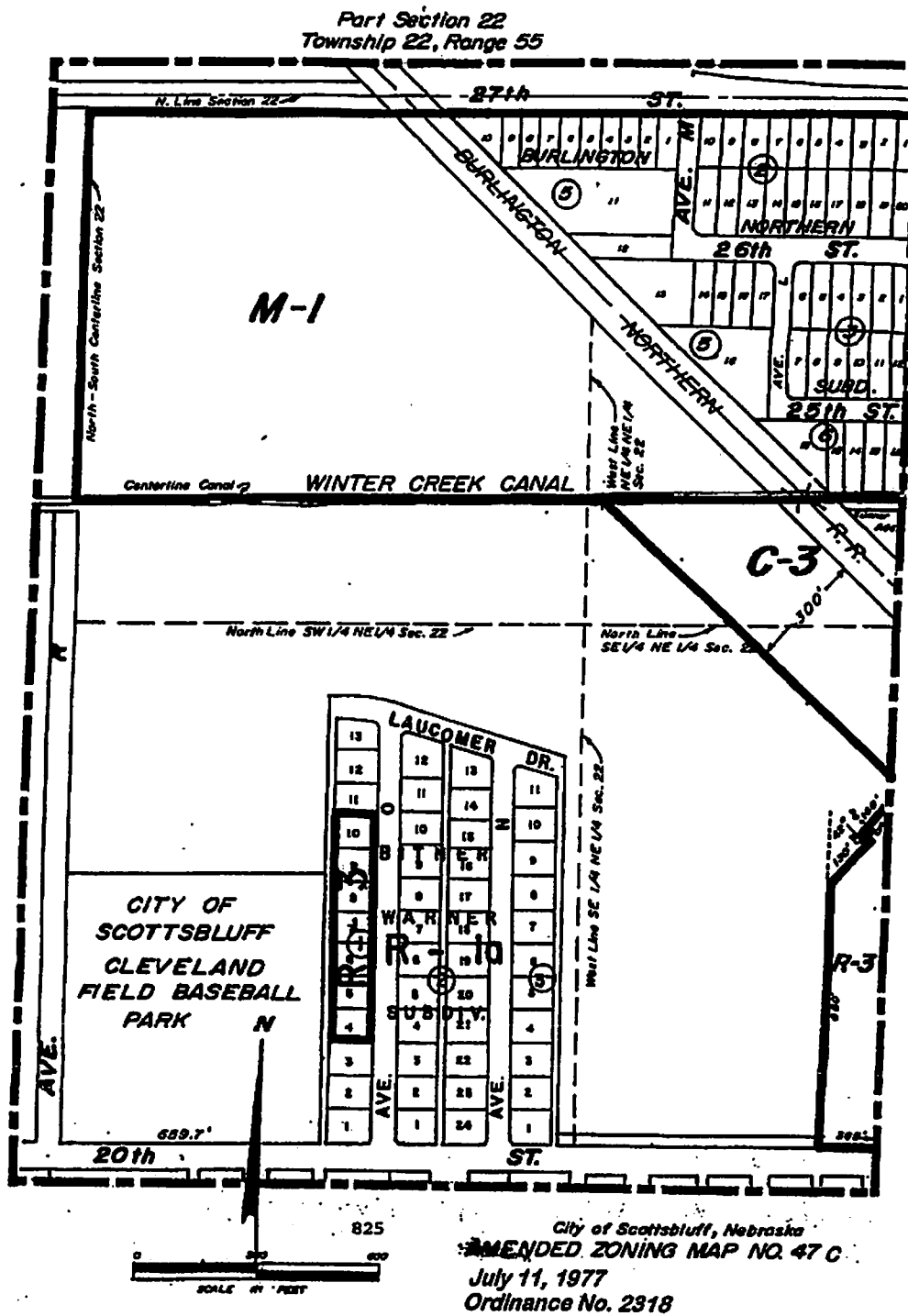
Google

Address 2201 Avenue N
Scottsbluff, NE 69361



Leased Area

Exhibit A



13. Right to Terminate by CITY. 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 such covenant, CITY shall have the right to terminate this agreement.

CITY OF SCOTTSBLUFF, NEBRASKA
A Municipal Corporation

Dated: 3/19/09

By: [Signature]
Its Mayor

Attested to:

[Signature]
City Clerk



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

Dated: April 15, 2009

By: [Signature]
Jane Wisniewski, Chairman of the Board of
Governors

Attested to:

[Signature]
Board Secretary

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: 3/2/2020

By: Raymond Conzales
Mayor

Attested to:

Kirkley Wright
City Clerk



Dated: 2-19-2020

Attested to:

Susan L. Kerbeck
Board Secretary

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

By: William D. Knapper
William Knapper
Vice-President of Administrative Services

AGREEMENT

This Agreement is entered into between the City of Scottsbluff, Nebraska a Municipal Corporation, hereinafter referred to as "City" and the 23 Club, Inc., a nonprofit corporation, hereinafter referred to as the "23 Club."

The parties agree that the City will maintain four baseball fields at the 23 Club baseball complex in Scottsbluff, and agrees to clean the restrooms at the complex, approximately 35 times throughout the course of the baseball season, under the following terms and conditions:

1. The term of this Agreement shall be a period of ten (10) years commencing April 1, 2020 and ending March 30, 2030. Provided, if the 23 Club shall fail for a period of ten (10) days or more to perform any of the covenants contained in this Agreement, the City, at its election, may terminate this Agreement by written notice delivered or mailed to 23 Club at its last known address.
2. In consideration for the Agreement, the 23 Club agrees to pay \$3,000.00 per year to the City prior to the City providing the services listed below. This payment shall be made on or before June 1 of each year.
3. In consideration for the payment described, City agrees that for approximately 35 times throughout the course of the baseball season it shall do field, restroom maintenance and preparation of the fields which include but not be limited to the following responsibilities:
 - a. Marking the batters' box and foul lines to the outfield fence for scheduled games, except the City will not provide markings of any lines on the Pacific League field.
 - b. Filling, packing, raking and dragging the infields prior to chalking to ensure that all low spots are filled in around the batters' box, pitcher's mound, areas surrounding the bases and any other areas that do not represent a level playing surface, provided that the City shall only be required to fill in low spots on the Pacific League field.
 - c. Maintaining proper moisture levels as to minimize the dust and erosion of the playing surface and expediting the packing of the soil as desired.
 - d. Securing bases in a level position.
 - e. The City shall make a reasonable attempt to prepare the baseball fields during wet and raining conditions. The decision on whether or not to play baseball on the fields will be made by the City and shall take place on the day of the scheduled game, but only after consultation with the 23 Club President or its designee.

f. The City will begin preparing the fields at approximately 7:00 a.m. on the day of scheduled games. The City will not be responsible for poor field conditions caused by others after the completion of the City's preparation of the fields for that day.

g. The City agrees to provide the materials for the operation and maintenance of the ball fields and restrooms.

h. Keeping the restrooms clean, neat and orderly.

i. Cleaning restrooms on the day that field maintenance is provided.

4. The 23 Club agrees to do the following:

a. All trash pickup shall be the responsibility of the 23 Club, with the exception of the large metal dumpsters which will be dumped by the City Environmental Services Department.

b. Once the City has completed its preparation the 23 Club shall be responsible for any additional maintenance and upkeep following the start of the initial game scheduled for that day.

c. The 23 Club agrees not to undertake any modifications of the fields without first consulting the City's Parks and Recreation Department.

Dated this ____ day of _____, 2019.

CITY OF SCOTTSBLUFF, NEBRASKA,
A Municipal Corporation

By _____
Mayor

ATTEST:

23 CLUB, INC., A Non-Profit Corporation

City Clerk

By _____
President