

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**Regular Meeting**

## **Item Reports2**

**Council to discuss and consider action on the 23 Club Agreement and authorize the Mayor to execute the Agreement.**

**Staff Contact: Rick Kuckkahn, Interim City Manager**

## 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 for regular season games only, and agrees to clean the restrooms at the complex, approximately 35 times throughout the course of the baseball season, excluding any tournament games or special events, under the following terms and conditions:

1. The term of this Agreement shall be a period of ten (10) years commencing April 1, 2021 and ending March 30, 2031. 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 regular season games only, 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.
  - 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.
  - 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.

j. The above items will only be provided for regular season games and not for any tournament games or special events, provided the 23 Club may use the equipment at the baseball complex for tournament games or special events.

4. In addition to paragraph 2., 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 \_\_\_\_\_, 2020.

CITY OF SCOTTSBLUFF, NEBRASKA,  
A Municipal Corporation

By \_\_\_\_\_  
Mayor

ATTEST:

23 CLUB, INC., A Non-Profit Corporation

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
President