

City of Scottsbluff, Nebraska

Monday, May 16, 2022

Regular Meeting

Item Reports3

Council to discuss and consider action on approving the Document of Understanding with Twin Cities Baseball, Inc. and authorize the Mayor to sign the Document of Understanding.

Staff Contact: Kevin Spencer & Liz Loutzenhiser, Interim City Man

**Document of Understanding
(Cleveland Field)**

THIS Document of Understanding is entered into on May ___, 2022, by and between the City of Scottsbluff, a Municipal Corporation (hereinafter referred to as “CITY”), and Twin Cities Baseball, Inc., a Nebraska non-profit corporation which manages the legion baseball program (hereinafter referred to as “Twin Cities”).

1. CITY grants to Twin Cities a non-exclusive right to use Cleveland Field, 1615 West 20th Street, Scottsbluff, a park owned by the CITY (“facility”) for the use of Twin Cities legion baseball program and to make capital improvements to the facility as agreed between the parties. The grant of the non-exclusive right shall be for a term extending through the 2022, 2023, 2024 and 2025 baseball seasons.
2. Twin Cities 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 Twin Cities will require the facility. Twin Cities agrees to cooperate and work with the CITY to accommodate other baseball programs concerning the use of the facility. In addition, Twin Cities will furnish the CITY any plans to make capital improvements to the facility in advance of any capital improvement projects. The CITY must approve any permanent improvement or capital improvement project prior to Twin Cities commencing any permanent improvement or capital improvement project.
3. CITY will do and provide the following:
 - a. Turn the water on and off to the facility during the season.
 - 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 Twin Cities during the baseball season only. The CITY shall not be responsible for theft of such equipment.
 - d. Provide paint brushes and replacement boards for bleachers and outfield fence as well as mulch and irrigation for flower beds.
 - e. The CITY will allow Twin Cities to use the CITY's Gator and field marker applicator on site only. Twin Cities will provide fuel for the Gator as needed.
 - f. Provide a certificate of liability insurance for the use of CITY's property naming Twin Cities as an additional insured.
 - g. CITY will allow Twin Cities the use of locker rooms when not used by other baseball programs granted permission by the CITY. At the end of use of said locker room, a walk through inspection will occur with an employee of the CITY. Twin Cities will keep the locker room in the same condition as at the commencement of this Document of Understanding, reasonable wear and tear excepted.

4. Twin Cities shall do and provide the following:
 - a. All field preparation including lining. Provide labor to clean, wash and sanitize restrooms after games and maintain bleachers and outfield fence as well as labor and plant material for flower beds.
 - b. Provide diamond pro, as needed, for use of the facility by Twin Cities
 - c. Provide names and telephone numbers of coaches and maintenance personnel in charge of preparing the facility.
 - d. Provide umpire, scorekeepers, and other staff necessary to conduct a game.
 - e. Provide any desired temporary outfield fencing. Any temporary outfield fencing will be removed by Twin Cities prior to the end of its season.
 - f. Place litter in receptacles within twenty-four hours following games and practices.
 - g. Provide portable toilets and extra bleachers, if needed. Any portable toilets and extra bleachers will be removed by Twin Cities prior to the end of its season.
 - h. Twin Cities 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.
 - i. Provide insurance coverage for liability insurance and peril coverage for its improvements.
 - j. Twin Cities agrees to maintain and repair all capital improvements it makes to the facility.
5. Twin Cities will reimburse the CITY for any damages to CITY property or equipment, which occurs during Twin Cities activities.
6. If any obligation on the part of Twin Cities shall not be performed after thirty (30) days prior written notification of breach of the obligation, CITY shall have the right to terminate this Document of Understanding upon written notice delivered to Twin Cities.
7. If, for any reason, Twin Cities no longer conducts a legion baseball program at the facility, either the CITY or Twin Cities have the right to terminate this Document of Understanding upon providing written notice delivered to the other party. Upon termination, title to all capital improvements and permanent improvements shall immediately vest with the CITY.

[SIGNATURE PAGE WILL FOLLOW]

CITY OF SCOTTSBLUFF, NEBRASKA
A Municipal Corporation

Dated: _____

By: _____

Jeanne McKerrigan, Mayor

Attested to:

City Clerk

TWIN CITIES BASEBALL, INC., A Nebraska
Non-profit corporation,

Dated: _____

By: _____

President