



AGENDA

PARKS & RECREATION BOARD MEETING

Monday, October 5, 2020

Christensen Field Main Arena/Zoom – 7pm

Topic: Oct Park Board Meeting

Time: Oct 5, 2020 07:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/97980388228?pwd=VkQ3THljWFirNEpUeG1KMGUxR3IDZz09>

Meeting ID: 979 8038 8228

Passcode: 308683

One tap mobile

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Meeting ID: 979 8038 8228

Find your local number: <https://zoom.us/u/az3a9f32p>

1. Call to Order
2. Roll Call
3. Open Meeting Law posted for public review.
4. Reading of the Parks & Recreation Board Minutes, September 1, 2020.
5. Archbishop Bergan User Agreement for Johnson Park
6. Ridge Cemetery Association Meeting – Connie Giese
7. Director’s Report – Kim Koski
  - \*City Auditorium Renovation
  - \*Senior Center Radiant Heat Project– CDBG
  - \*Senior Center Awning Project - CDBG
  - \*Re-Opening Update Senior Center

- \*JCF splash pad
- \*Johnson Park Fountain
- \*Johnson Park All-Inclusive Playground

8. Recreation Report – Nate Schwanke

- \*Fall Update
- \*Winter Programming

9. Next Meeting – Monday, November 2, 2020, 7pm, Christensen Field Main Arena

10. Adjournment

***Agenda posted at City Hall and distributed to the Park Board, Mayor and City Council on Thursday, October 1, 2020. The official current copy is available at City Hall located at 400 E Military Avenue, Parks and Recreation Office. A copy of the Open Meeting Law is posted for review by the public.***



MINUTES OF PARKS & RECREATION BOARD MEETING  
Monday, September 1, 2020  
Zoom Meeting & Christensen Field Meeting Room – 7:00pm

**Board Members Present:** Dian Christensen Hillis, Wendy Eairleywine, Connie Giese, Aaron Paden, Ashley Washburn.

**Others Present:** Kim Koski, Tammy McKeighan.

1. Call to Order: Meeting was called to order at 7:00 pm by Vice-Chair Connie Giese. The agenda displayed at City Hall, 400 E Military and was distributed to the Park Board, Mayor and City Council on August 28, 2020 and is open to the public. The open meeting law is posted continually for public inspection.
2. Roll Call: Roll Call showed members Eairleywine, Giese, Hillis, Paden, Washburn present; Moran absent.
3. Open meeting law posted for public review.
4. Reading of the Parks & Recreation Board Minutes from August 3, 2020. Motion was made by Eairleywine, seconded by Paden to dispense with reading of the minutes of August 3, 2020 meeting and approve as sent. Motion carried 5-0.
5. Future Meeting Dates – Item removed by Koski. No action taken.
6. Midland University Soccer Proposal – Item removed by Midland University. No action taken.
7. Director's Report – Koski
  - \***City Auditorium Renovation** – Contractor is replacing hardware in the doors; replacing sidewalk on the west side of the building; window installation on hold due to the lack of the production of glass. We are hoping for a late October completion.
  - \***Senior Center Radiant Heat & Concrete Projects (CDBG)** – Tubing is in place; concrete will be poured this week. Phase II will include installing water heater and connecting tubing to water heater. Final phase will be getting gas line connected from the street to the building.
  - \***Senior Center Awning Project (CDBG)** – The contractor is waiting for steel to be delivered to finish the project. He has run into manufacturing issues with the steel company. Once the steel is delivered, this project will be finished.
  - \***Re-Opening Plan for Senior Center** – Beginning September 14, the senior center will be open for ½ days. Participants will be screened prior to entering the facility. Social distancing activities will be planned and masks are encouraged for those able to do so. Grab-and-Go meals will be distributed at 11:30am and then the center will close for staff to disinfect the facility.
  - \***Concerts in the Park** – MainStreet Fremont is planning concerts in JCF Park on Thursday, September 3 and September 10.

\***JCF Splash Pad** – Nearing completion. Major construction is finished. Pad poured, LED's in place. Waiting on dirt work and sod to be installed. Contractor needs to come back to lower power boxes.

\***Johnson Park All-Inclusive Playground** – Dostal Construction is on site. Hoping to be completed by the end of September.

\*Activity Shed – This item is going to City Council on September 8 for final approval. Legal researched it and recommends signage but the City is not liable for any accidents/injuries.

8. Recreation Report – Koski for Schwanke

\*Summer, 2020 Re-cap – Very happy with operations at Ronin Pool. Pre-registering worked well. Some kids swam one session, others re-entered each session for the entire day. Staff did a fantastic job of enforcing social distancing and did a great job sanitizing in between sessions.

\*Fall 2020 – Men's Fall Slow Pitch Softball league is about to begin. Will wrap up the season by the end of October.

9. Next Meeting – MONDAY, October 5, 2020, 7pm Christensen Field Meeting Room.

10. Motion to Adjourn – Motion was made by Paden, seconded by Eairleywine to adjourn. Motion carried 5-0. Meeting adjourned at 7:23pm.

Respectfully submitted,  
Kim Koski, Secretary

I, the undersigned, the Secretary for the Parks and Recreation Board, Fremont, Nebraska, hereby certify that all of the subjects included in the attached proceedings were contained in the notice of said meeting of September 1, 2020 kept continually current and available for public inspection at the Parks & Recreation Office; that such subjects were contained in said notice for at least twenty-four hours prior to said meeting; that the minutes of the Park Board of the Parks and Recreation Department, Fremont, Nebraska were in written form and available for public inspection prior to the next convened meeting of said body. IN WITNESS WHEREOF, I have hereunto set my hand this 30<sup>th</sup> day of September, 2020.

Kim Koski, Director of Parks & Recreation

September 30, 2020

## STAFF REPORT

TO: Members of Parks & Recreation Board

FROM: Kim Koski, Director of Parks & Recreation

DATE: October 5, 2020

SUBJECT: Request by Archbishop Bergan Jr/Sr High School for a User Agreement for football camps/practices/games at Johnson Park.

RECOMMENDATION: Approve the request for user agreement for space at Johnson Park.
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**Background:** Chris Rainforth, Assistant Principal and Activities Director at Archbishop Bergan Jr/Sr High School, has request a user agreement be put in place for their use of green space at Johnson Park. They utilize the space for football camps, practices and games. By having this user agreement, Archbishop Bergan Jr/Sr High School will have priority use of the space for the length of the user agreement.

The user agreement will be for 5 years, effective immediately after the final approval of the City Council.

**Fiscal Impact:** The City of Fremont will receive \$250 each year in rental fees for use of this area.

## FIELD USE AGREEMENT

### Johnson Park Football Field User

THIS AGREEMENT is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Fremont, a municipal corporation and existing under the laws of the State of Nebraska, (hereinafter referred to as "City") and Archbishop Bergan High School, (hereinafter referred to as "User").

IT IS AGREED by and between the parties as follows:

#### **SECTION 1:**

#### **GENERAL**

- Purpose:** This Agreement specifies the responsibilities and duties of City and User, with respect to the use, scheduling, maintenance and management of Facilities.
- Term:** This Agreement shall be for a term of Five years commencing on \_\_\_\_\_, 2020 and terminating on December 31<sup>st</sup>, 2024. This Agreement may extend, on the same terms and conditions for an additional two-year term, upon mutual agreement of the parties. Notification of User's request for such extension must be furnished to the City in writing at least 90 days prior to the end of the initial term. The City reserves the right to annually review and to increase any of the fees specified herein below up to 3.5% per year, with notice given by July 31 of the previous year.
- Facilities:** Green space north of the Fremont Middle school, owned by the City of Fremont (hereinafter referred to as "Facilities) for football practices, games and camps. Total area to include the field with existing goal posts to the east, up to the lake parking lot. Area will be used for Varsity practices and camps; Junior Varsity practices, camps and games; Middle School practices and games; youth league practices and games.
- Property/Facility Control:** The Facilities are located on park property owned and managed by the City and shall remain throughout the term of this Agreement under the control of the City through its Department of Parks and Recreation. However, the User shall be allowed use, as specifically provided for in this agreement, of Facilities, during the times specified herein.
- Violation and Termination for Cause:** User shall be notified by the City, in writing, of any violation of the terms of this Agreement. User shall have Forty-five (45) days from the date of notification to cure the violation due to the nature of the repair or work to be performed, a reasonable extension may be authorized upon presentation of proof of delays in the repair or work remaining to be performed. However, the City may instead terminate this Agreement. Provided, that the city reserves the right to suspend User's use of the Facilities during the cure period for any violation which the City deems to be a danger to Facilities' users.
- Authorization to Create Rules/Regulations and Enforcement:** User shall enforce at the Facilities all City rules regulations governing park property. User may propose reasonable additional operational rules and regulations governing the use of the Facilities. Such proposed additional rules and regulations must be submitted annually to the Parks and Recreation Director for Review and written approval. If approved, User shall enforce additional rules and regulations. Athletic Field Rules and regulations may be amended by the Parks and Recreation Director.

7. **Advertising:** Advertising shall not be displayed by the User or anyone affiliated with the User within or upon the Facilities Without prior approval. The City Athletic Field Sign Ordinance will be used as a guideline for all requests.
8. **Improvements:** (a) No alterations, improvements or additions to the Facilities (hereinafter referred to as "improvements") shall be permitted without the express prior written approval of the City. Financing for Such Improvements may be provided by the User or others, shall be constructed, installed, or erected in accordance with City, procedures, standards and regulations. (b) User acknowledges that City is the owner of existing site improvements unless agreed to in writing by both parties, and that City shall be the owner of any additional improvements constructed, installed or erected immediately upon such construction, installation or erection, except that job boxes, security equipment and public address systems shall remain the property of the provider and if the provider is not the City, must be removed within thirty (30) days of the expiration of the initial term of this Agreement, or within ten (10) days upon written demand of the City at any time. The existing shed on site was funded and built by User and is specifically for Archbishop Bergan use.
9. **Insurance:** User must procure and maintain in effect during the term of this Agreement, with companies licensed to do business in the State of Nebraska, public liability insurance with a minimum, policy limits of \$1,000,000/\$5,000,000 for bodily injury or death and property damage. Said policy shall expressly include City as an additional named insured.

## **SECTION 2**

### **DUTIES, OBLIGATIONS AND RESPONSIBILITIES**

1. **Use Rights:** User shall be provided the right to use the Facilities detailed in the Agreement. It is acknowledged and agreed by the parties that once the game, practice and maintenance needs of User are met, the Facilities detailed in this Agreement shall be available to serve other user groups or teams (hereinafter "Other Users") and User shall not schedule use of the Facilities in order to foreclose use by Other Users. The Parties further agree that reasonable controls on the usage of the Facilities are required to protect the turf and related playing condition of these Facilities.

The facilities are subject to use by City for city-wide events. The City has priority use for all facilities and the right to deny or alter submitted uses based on City programming and use for the community.

User will forward practice and games schedules to the City as soon as they are available. The User will submit any changes or additions to these schedules as soon as changes have been made.

2. **Cooperation:** User shall cooperate with the Parks and Recreation Department with the City of Fremont as extensively and diligently as possible.
3. **Compliance:** User shall; a) operate and maintain exemplary and model program and comply with all City rules and regulations b) conform to all existing and applicable City ordinances,

resolutions, state laws, federal laws, rules and regulations. Nebraska law will govern the terms and the performance under this agreement.

4. **Cooperative Ventures:** The Parties recognize the need for a cooperative relationship and work coordination to insure the public recreational activities conducted at these Facilities are efficiently and effectively provided.
5. **Fields in Facilities:** The User will determine the opening/closing of fields based on weather/field conditions, taking into account the safety of players/spectators. The City of Fremont reserves the right to close fields used by the User if the City determines that fields are unplayable or there is a potential risk to users. Should the City determine that fields are unplayable; the city will contact the User Immediately in order to allow the User to cancel and inform participants of the closure of the fields.
6. **Restrooms:** The City will provide one portable restroom located near Johnson Lake. The User will be responsible for ordering and being financially responsible for any additional portable restrooms.

#### **Responsibility for Maintenance and Repairs**

##### **City maintenance Responsibilities at the Facilities, subject to available funding:**

1. Provide dumpster service.
2. Provide regular mowing of the grass fields and surrounding areas on an average of once a week or as deemed necessary by Parks Superintendent.
3. Apply grass seed and fertilizer to fields with irrigation.
4. Provide broadleaf weed control to all fields as time allows on time per year unless User is otherwise notified such application will not be provided.
5. Charge and drain the water lines serving the field. Water turn on and shut off will be dependent on weather conditions. Water normally turned on around April 15<sup>th</sup> and shut off on or around October 15<sup>th</sup> of each year.
6. Maintenance/Repairs of the main utility lines serving the field to include the electrical, water and sewer services.
7. Maintenance/Repairs of the access road and parking lot, trail and walkway serving the field.
8. Provide Maintenance for the Field irrigation system including head replacement, repair of breaks and valve replacement/repair.
9. Annually charge and drain the irrigation system.

##### **User Maintenance Responsibilities at the Facilities (Baseball/softball):**

1. Paint lines and any other activities for the operation and maintenance of the playing surface for User's activities in accordance with City Standards and expectations.
2. Provide portable restrooms, other than the one provided by the City.
3. Provide regular pickup of trash and materials around the field, players seating areas, parking lots and deposit it into the City provided dumpster.
4. Provide all portable scoreboard, goal posts and/or public address systems, as needed.
5. The User will provide a schedule of usage of the facility, including; game schedule, scrimmages and other related activities to the Director of Parks and Recreation.

### **SECTION 3**

#### **PAYMENTS AND FEES**

User agrees to pay City for use of Facilities, \$250 per calendar year, due July 31<sup>st</sup> of each year.

### **SECTION 4**

#### **ANNUAL FIELD MAINTENANCE PAYMENTS**

User shall not be required to pay an Annual Field Maintenance fees to the City for fields and facilities included in this Agreement.

### **SECTION 5**

#### **MISCELLANEOUS PROVISIONS**

**Non-discrimination:** User shall not, in the performance of the Agreement with City, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, religion, color, sex, age sexual orientations, gender identity, disability or national origin.

**Applicable Law:** Parties to this Agreement shall conform to all existing and applicable City ordinances, resolution, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

**Merger:** This contract shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

**Modification:** This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer or the respective parties.

**Assignment:** Neither User nor City may assign its rights under this Agreement without the express prior written consent of the other.

**Indemnification:** User covenants and agrees to indemnify and hold harmless the City of Fremont, its officers, agents and employees, their successors and assigns, individually or collectively from and against all liability for any fines, claims, suits, demands, actions or causes of action of any kind and nature asserted by User or by anyone else, for personal injury or death, or property damage in any way arising out of or resulting from and activity or operation of User and, in or on the Facilities, in connection with its use of the Facilities or in fulfilling its duties, responsibilities and obligations pursuant to this Agreement and User further agrees to pay all expenses in defending against any claims made against City; provided however, that User shall not be liable for any Injury, damage or loss occasioned by the sole negligence or willful misconduct of the City, its agents or employees. User and the city shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

**Termination:** In addition to all other legal remedies available to the City, the City may cancel this agreement should any one or more of the following events occur:

1. If User shall file a petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against it and it is thereafter adjudicated a bankrupt pursuant to proceedings; or if a court shall

take jurisdiction of User and its assets pursuant to proceedings brought under the provision of any federal reorganization act; or if a receiver for User's assets is appointed; or if User shall be divested of its rights, powers and privileges to provide the sport identified herein by other operation of law.

2. If User shall fail to perform, keep and observe any of the terms, provisions, covenants and conditions contained herein to be performed, kept and observed by it.
3. If User shall abandon and discontinue the provision of this Agreement.
4. If User shall fail to abide by all applicable laws, ordinances, rules and regulations of United States, State of Nebraska, Dodge County, or the City of Fremont.
5. If User shall fail to obtain any insurance, performance bond or indemnity required herein or permit any such insurance, performance bond or indemnity to lapse or become void.

**Force Majeure:** Neither party shall be liable for any failure nor delay in performance under this Agreement (other than for delay in the payment of money due and payable herein) to the extent said failures or delays are proximately caused an event of Force Majeure. "Force Majeure" is an event beyond the reasonable control of either party which makes the performance impossible or so impractical as reasonable to be considered impossible and includes, but not limited to, Act of god, War, terrorist attack, riot civil disorder, earthquake, nuclear accident, fire, explosion, flooding, water levels, or other adverse weather conditions, strikes, or confiscation or any other action by any government which defeats the ability to perform this agreement.

**Acknowledged:**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

User (Name)

\_\_\_\_\_  
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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**City of Fremont**

\_\_\_\_\_

**Scott Getzschman, Mayor**  
**City of Fremont**  
**400 E Military Avenue**  
**Fremont, NE 68025**