AGENDA
PARKS & RECREATION BOARD MEETING
Tuesday, March 5, 2019
City Auditorium Meeting Room
7:00 pm

1. Call to Order

2. Roll Call

3. Reading of the Parks & Recreation Board February, 2019 Minutes.

4. Consider User Agreement for use of Christensen Field Soccer Complex with the Fremont Soccer Club.

5. Consider request to purchase wrestling mats for adult recreation use.

6. Arbor Day Event – Friday, April 26, 2019 discussion. Tentatively scheduled at Miller Park.

7. Director’s Update:
   * Recreation update on summer programming.
   * Recreation update on aquatic facilities.
   * Recreation update on summer hiring.
   * Kiwanis playground project update.
   * Ronin Park shelter update.
   * Friendship Center restroom update.
   * City Auditorium renovation update.
   * Downtown Christmas decorations update.

8. Next Meeting, Tuesday, April 2, 2019

9. Adjournment

Agenda posted at the Municipal Building and distributed to the Mayor, City Council and Park Board on March 1, 2019. The official current copy is available at City Hall, 400 E Military, Parks and Recreation Office. A copy of the Open Meeting Law is posted for review by the public.
MINUTES OF PARKS & RECREATION BOARD MEETING
Tuesday, February 5, 2019
7:00 pm – Meeting Room of City Auditorium - 925 N Broad ST

PRESENT: Dian Christensen Hillis, Connie Giese, Kim Koski, Tammy McKeighan, Dan Moran, Brian Newton, Nate Schwanke, Vince Smith, Ashley Washburn.

1. Call to Order – Meeting convened at 7:00pm. The agenda displayed at City Hall, 400 E Military and was distributed to the Mayor, City Council and the Park Board, on February 1, 2019 and is open to the public. The open meeting law is posted continually for public inspection.

2. Roll Call – 4 present. Eairleywine, Prince absent.

3. Reading of the Park & Recreation Board Minutes – Motion was made by Moran, seconded by Giese to dispense with the reading of the minutes and approve as sent. Motion carried.

4. Request for use of Hormel Park on April 26-28, 2019 and August 23-25, 2019 by the Nebraska Traditional Archers to hold (2) archery tournaments. Motion was made by Giese, seconded by Moran to approve and forward to City Council for final approval. Motion carried.

5. Request for use of City Parks (Barnard, Clemmons, JCF, Johnson and Miller) on Monday, April 22, 2019 from 8:00am – 10:00am by Keep Fremont Beautiful to host Keep America Beautiful Great American Cleanup Events. Motion was made by Giese, seconded by Moran to approve and forward to City Council for final approval. Motion carried.

6. Request for use of Johnson Lake trail and shelter on Sunday, August 18, 2019, from 8:00am – 2:00pm by the Dodge County Humane Society for a 5k fundraising event. Motion was made by Moran, seconded by Giese to approve the request and forward to City Council for final approval. Motion carried.

7. Election of Officers – Chairman, Moran nominated Christensen Hillis; Christensen Hillis nominated Moran. By a vote of 3-1, Moran was elected Chairperson. Vice-Chairman, Giese nominated Christensen Hillis; Christensen Hillis nominated Giese. By a vote of 3-1, Christensen Hillis was elected Vice-Chairperson.

8. Recreation Report - Schwanke
   *Prep work continues for summer.

9. Director’s Report – Koski
   *Park shop tore down old garage in Hormel Park.
   *Tree crew doing inside maintenance on trucks.
   *Bid was awarded to Gifford Realty for the restroom upgrade at the Friendship Center.

10. Adjournment – motion was made by Giese, seconded by Moran to adjourn. Motion carried. The meeting adjourned at 7:22 pm.

Respectfully submitted,
Kim Koski, Director of Parks & Recreation

I, the undersigned, the Secretary for the Parks and Recreation Department, Fremont, Nebraska, hereby certify that all of the subjects included in the attached proceedings were contained in the notice of said meeting of February 5, 2019 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 1st day of March, 2019.

Kim Koski, Director of Parks & Recreation            March 1, 2019
This Contract is entered into by and between:

Fremont Soccer Club Inc. otherwise known as FSC
P.O. Box 536 Fremont Ne 68025
fremontsoccerclubpresident@gmail.com and or www.fremontsoccer.org
AND

Fremont High School Athletic Department
1750 N Lincoln Ave Fremont NE 68025

The term of this Agreement shall begin on 25 February 2019 and shall continue through its termination date of 25 May 2019 or season completion.

The specific terms of this Contract are as follows: for FSC better known as Fremont Soccer Club INC and Fremont High School Athletic Department

1. Fremont High School Athletic Department Per Practice/Game usage agrees to pay $50.00 per practice/game, per field. FSC agrees to have facility and fields ready with painted fields, goals and nets will be accessible at least 1 hour prior to scheduled event. Fremont High School agrees to submit in writing a schedule of practice usage requirements and practice schedule with dates to the FSC at least 60 days prior to first event. Once this has been received by FSC this will be a binding agreement and any changes must have 30 days notices or charges will be accessed. This is to cover the cost of upkeep, paint and equipment usage.

2. All events after May 15 will have to have prior approval for each occurrence.
3. All weekday events must be concluded by 5:30pm, unless previously agreed upon.
4. All weekend events must have prior approval before scheduling.
5. Field availability - FSC will address this by 2:00pm weekdays and 8:00am weekends.
6. Weather and Rescheduling: No fees will be accessed for weather cancelations, changes other than weather related made by Fremont High School without 30 days notice will still be accessed game fees.

2. Fremont Soccer Club Inc will provide a written itemized bill at the end of such season or period agreed upon. Fremont Soccer Club Inc agrees to do this in a timely manner and will request payment of such invoice within 30 days of receipt. Failure to pay such bill will result in fees accessed of 10% of total bill with an increase of 10% for every 30 days over thereafter.

3. Agreed up party must adhere to all FSC facility and fields' usage policy. Abuse of the facility, fields or equipment owned by FSC will constitute in penalties to be accessed the current market value of such items plus penalty of 10%.
   1. Goals are only to be moved by FSC, no other organization is allowed to move, transport or relocate.
   2. Fremont High School must utilize only the agreed upon field(s), usage of other fields will result in game usage fees to be accessed.
   3. No marking or painting of fields is to be allowed, unless done by FSC with prior approval.
   4. Only authorized tents should be utilized in the team technical area during scheduled game times. All other tents will be utilized outside of the complex, this area is located on the EAST side of the parking lot. No team functions shall be done on the grass next to the fence by the parking lot. This includes team functions that utilize grills, coolers and tables.

4. Non-compliance of this contract may result fees accessed or increases to fees for next contracted event. Any violations of these agreed upon rules will be sent to the Athletic Director immediately.

This Contract may not be modified in any manner unless in writing and signed by both Parties. This document and any attachments hereto constitute the entire agreement between the Parties. This Contract shall be binding upon the Parties, their successors, heirs and assigns and shall be enforced under the laws of the State of Nebraska, City of Fremont, County of Dodge.

__________________________________________________________  ________________________________________________________
(Signature)                                                                                                  (Signature)

__________________________________________________________  ________________________________________________________
(Printed Name)                                                                                               (Printed Name)

Date: _____________, 20__                                    Date: _____________, 20__
AGREEMENT
Fremont Soccer Club
Christensen Field Soccer

THIS AGREEMENT is hereby made and entered into this ______ day of _______ 2019 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, (hereinafter referred to as “Operator”).

IT IS AGREED by and between the parties as follows:

SECTION 1
GENERAL

1. **Purpose:** This Agreement specifies the responsibilities and duties of City and Operator, with respect to the use, scheduling, maintenance and management of Soccer Facilities.

2. **Term:** This agreement shall be for a term of three years commencing on February 1, 2019 and terminating on January 31, 2022. This Agreement may extend, on the same terms and conditions for an additional two year term, upon mutual agreement of the parties. Notification of Operator’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.

3. **Facilities:** Christensen Field Soccer (hereinafter referred to as “Facilities”).

4. **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, except as otherwise provided herein. However, the Operator shall be allowed priority use, as specifically provided for in this agreement, of the Facilities, during the times specified herein.

5. **Violation and Termination for Cause:** Operator shall be notified by the City, in writing, of any violation of the terms of this Agreement. Operator 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 City reserves the right to suspend Operator’s use of the Facilities during the cure period for any violation which the City deems to be a danger to Facilities’ users.
6. **Authorization to Create Rules/Regulations and Enforcement:** Operator shall enforce at the Facilities all City rules and regulations governing park property. Operator 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, Operator shall enforce additional rules and regulations.

7. **Advertising:** Advertising shall not be displayed by the Operator or anyone affiliated with the Operator within or upon the Facilities by or any portion of the public park in which the Facilities are located. Provided that one (1) temporary team banner per team may be displayed at the field during the time the team is actively using the field for play and (2) City shall have advertising rights as permitted by City Ordinances.

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, through its Parks and Recreation Director. Financing for such Improvements may be provided by the Operator or others, shall be constructed, installed, or erected in accordance with City procedures, standards and regulations. (b) Operator acknowledges that City is the owner of existing site improvements, unless agreed to in writing by both parties, and 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 of any subsequent annual term.

9. **Insurance:** Operator 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. A certified copy of the policy or a certificate evidencing the existence thereof shall be delivered to the City Parks and Recreation Director prior to any use of the Facilities.

10. **Adding Facilities:** Upon mutual agreement of the parties, and amendment of this Agreement, other City sports facilities may be added to the Facilities covered by this Agreement.
SECTION 2

DUTIES, OBLIGATIONS AND RESPONSIBILITIES

1. Priority Scheduling Rights: Operator shall be provided priority scheduling rights for the Facilities detailed on this Agreement. Priority use allows the Operator the opportunity to submit an official request of user dates and times. Submittal of use will be at the discretion of the Recreation Superintendent. It is acknowledged and agreed by the parties that once the game, practice, tournament and maintenance needs of Operator are met, the Facilities detailed in this Agreement shall be available to serve other user groups or teams (hereinafter “Other Users”) and Operator 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. Assigning the Facilities to Other User’s leagues, teams or associations or for external use shall be the responsibility of City for scheduling of unreserved times. 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 schedules based on City programming and use for the community.

2. Cooperation: Operator shall cooperate with the Parks and Recreation Department with the City of Fremont as extensively as possible.

3. Compliance: Operator 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. Reports: Operator shall submit to the Parks and Recreation Director a list of all members of Operator’s Board of Directors, including addresses and phone numbers, and email addresses upon execution of this Agreement and on or before August 1st of any subsequent extension year. Prior to each season, a schedule of all practice and league activities will be submitted to City by Operator. At least sixty (60) days prior to the end of this Agreement, or any subsequent annual term, the Operator shall submit to the Recreation Superintendent by email, in an excel attachment, a report of the year’s activities showing the number of games played, number of teams and number of youth participating.

5. 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. Operator agrees to add the City Parks and Recreation logo to all Operator’s printed materials (ex. Schedules, press releases, etc.) that pertain to the Facilities as well as share a link to the City Parks and Recreation website on Operator’s website if applicable. Links and printed materials must be approved by the Recreation Superintendent.

6. Access to Restrooms and Fields in Facilities: Restrooms and fields must be accessible to City of Fremont staff at all times and keyed by City of Fremont locks, when available. The City of Fremont will determine the opening/closing of all facilities based on weather/field conditions.
The City of Fremont will provide notice of field closure by 3pm on Weekdays and 7:00am on Weekends. If Operator requests use of restrooms before the second week in April or the Owner deems that the facilities remain closed due to weather, the Operator will be responsible to provide portable restrooms at the Operator expense or Operator will be responsible for all cleaning and maintenance of restroom facilities until the Owner is able to providing cleaning based on subcontractor start date. Owner will provide all toiletries and supplies.

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, walkways and surrounding areas on an average of once a week or as deemed necessary by Parks Superintendent.
3. Grass trimming around both sides of all field fences and all other trimming with the confines of the field and concessions area.
4. Apply grass seed and fertilizer to fields with irrigation.
5. Provide broadleaf weed control to all fields as time allows one time per year unless Operator is otherwise notified such application will not be provided.
6. 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 15th and shut off on or around October 15th of each year.
7. Winterize and re-charge the restroom and concession area water lines and fixtures when applicable.
8. Provide all toilet paper and paper towels necessary for Facilities’ restrooms.
9. Maintenance/Repairs of the main utility lines serving the field to include the electrical, water and sewer services.
10. Maintenance/Repairs of the access road and parking lot, trail and walkway serving the field.
11. Major maintenance/repairs to the fencing, backstop, players’ area, and bleachers serving the field.
12. Maintenance/Repairs to the plumbing/electrical services utilized in the restrooms.
13. Provide maintenance for the field irrigation system including head replacement, repair of breaks and valve replacement/repair.
14. Annually charge and drain the irrigation system.
15. Provide major maintenance/repairs to the concession building (roof repairs, HVAC, etc.)
16. Replace all burnt out field light bulbs and repair the field lighting system.
17. Provide keys as determined appropriate by City to Operator.
18. Open and clean restrooms when used for a City Wide Event or by Other Users.
19. Open any locked fields when utilized by Other Users or City Wide Events.
Operator Maintenance Responsibilities at the Facilities (soccer):

1. Setup fields/goals/equipment for use of facility at beginning of season.
2. Take down and store goals/equipment at the end of the season and place in proper storage area.
3. Replenish field marking materials and equipment. It will be the sole responsibility of the Operator to purchase and deliver like-kind material at all complexes in order to maintain appropriate field conditions in accordance with City standards and expectations.
4. Provide portable restrooms when permanent restrooms are not functioning.
5. Minor maintenance/repairs to the fencing/equipment and players’ area serving the field.
6. Maintenance and repair all concession equipment including, but not limited to, ice machine, shelving, refrigerator, etc.
7. Provide minor maintenance repairs to the concession building.
8. Provide regular pickup of trash and materials around the field, players seating areas, parking lots, its bleachers, around the concession stand and deposit it into the City provided dumpster.
9. Provide all scoreboard and/or public address systems, as needed.
10. Open and clean the Facilities when utilized by Operator.
11. Open any unlocked fields when utilized by Operator.

Other Responsibilities of the Operator:

1. The Operator will be responsible to organize and administer all registrations and league activity needed to run the league/organization.
2. The Operator will select and schedule all coaches, team practices, game times, and scrimmages for league/organization to occur on Owner facilities.
3. The Operator will provide a master schedule of usage of the facility, including; practice schedules, game schedule, scrimmages and other related activities to the City Recreation Superintendent a minimum of one month prior to first use of Owner facilities.

SECTION 3

PAYMENTS AND FEES

Operator agrees to pay City for use of Facilities, including Operator’s tournaments and special events, $1,000, per calendar year, due July 31st of each year. All reservations will be paid to the city in full for reservations provided April through July and August through October.

City agrees not to charge Operator for time when fields cannot be reserved due to field preparation and maintenance activities or to allow turf regeneration. All such, preparation, maintenance and regeneration times will be determined by the City with input from Operator.

The Operator will be allowed to provide maintenance and game prep services to other entities that are scheduled to use the facility and request this service. The Operator will be allowed to charge per game or per day fees and will be able to collect and retain all fees to cover their expenses in providing all materials and labor for this service.
SECTION 4

ANNUAL FIELD MAINTENANCE PAYMENTS

Operator shall not be required to pay an Annual Field Maintenance Payment to the City for fields and Facilities included in this Agreement.

SECTION 5

CONCESSIONS

Where permanent and/or temporary Concession areas are present at the Facilities, Operator agrees to operate such Concessions as detailed on Exhibit A attached hereto and incorporated herein by this reference. Operator shall report financial information concerning Concession sales to City on the Concession Report Form in Exhibit A by the 15th of the following month, along with payment. The City shall have the right to audit all of Operator’s Concessions related financial information. Operator shall be responsible for paying any taxes, obtaining any permits or licenses, and compliance with any laws, rules or regulations, including those pertaining to health and safety required for such concessions.

SECTION 6

MISCELLANEOUS PROVISIONS

Non-discrimination: Operator 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 orientation, 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 Operator nor City may assign its rights under this Agreement without the express prior written consent of the other.

Indemnification: Operator 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 Operator or by anyone else, for personal injury or death, or property damage in any way arising out of or resulting from any activity or operation of Operator at, 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 Operator further agrees to pay all expenses in defending against any claims made against City; provided however, that Operator 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. Operator 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.

**Independent Contractor:** Any and all acts that Operator or its personnel, employees, agents, contractors, or servants, perform in providing Soccer shall be undertaken as independent contractors and not as employees of the City. The City and Operator shall each act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Neither Operator nor its personnel, employees, agents, contractors, or servants shall be entitled to any City benefits. The City shall not provide any insurance coverage to Operator or its employees including, but not limited to, workers’ compensation insurance. Operator shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Operator shall have no authority to bind the City by or with any contract or agreement, nor to impose any liability upon the city. All acts and contracts of Operator shall be in its own name and not in the name of the City, unless otherwise provided herein.

**Interest of Operator:** The Operator will covenant that it presently has no interest and shall not acquire any interest, direct or indirect which would conflict with the performance of services required to be performed under this Agreement; it further covenants that, in the performance of this Agreement, no person having such interest shall be employed.

**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 Operator 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 Operator and its assets pursuant to proceedings brought under the provision of any federal reorganization act; or if a received for Operator’s assets is appointed; or if Operator shall be divested of its rights, powers and privileges to provide the sport identified herein by other operation of law.
2. If Operator 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 Operator shall abandon and discontinue the provision of this Agreement.
4. If Operator shall fail to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Nebraska, dodge County, or the City of Fremont.
5. If Operator 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__

OPERATOR (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
Hello Dan, The wrestling mat rolls are 1-5/8" x 6' x 42' and cost $1071.00 per roll. The 2" x 6' x 42' Rolls are $1197.00 per roll. Cost per circle is $60.00. Usually we do 8' or 10' circles. So you would need at least two rolls wide to add circles.

Let me know if you this is what you are looking for. Thanks

Troy Reiter
Dollamur mats
1734 East El Paso Street, Ste 110
Fort Worth, TX 76102
Ph 763-269-4630
Fx 763-269-4830
Troy@dollamur.com
www.Dollamur.com
Flexi Rolls/Flexi Connect/Swain Hybrid mats/Gym Turf/Wrestling mats/Puzzle Mats/Wall Pads