



AGENDA

PARKS & RECREATION BOARD MEETING

Monday, August 3, 2020

Christensen Field Main Arena – 7pm

Kim Koski is inviting you to a scheduled Zoom meeting.

Topic: Park Board Meeting

Time: Aug 3, 2020 07:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/92667996004?pwd=YnZNSUhJMDY5S2gyd3hrejF1VUx3Zz09>

Meeting ID: 926 6799 6004

Passcode: 067038

One tap mobile

+16699009128,,92667996004# US (San Jose)

+12532158782,,92667996004# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

Meeting ID: 926 6799 6004

Find your local number: <https://zoom.us/u/acg35ka4z>

1. Call to Order
2. Roll Call
3. Open Meeting Law posted for public review.
4. Reading of the Parks & Recreation Board Minutes, June 2, 2020.
5. Johnson Lake Fountain Update – Don Cunningham
6. Request for Park Activity Shed at Clemmons Park – Dennis Grace
7. Request to use Van Anda Park for Shootout Covid 19 Benefit – Dominic Bryant
8. Midland University Soccer Field Proposal – Greg Jarosik & Dave Gillespie

9. User Agreement with Fremont Soccer Club
10. Director's Report – Kim Koski
 - *City Auditorium Renovation
 - *Senior Center Radiant Heat and Concrete Projects – CDBG
 - *Senior Center Awning Project – CDBG
 - *Senior Center Activities
11. Recreation Report – Nate Schwanke
 - *Summer, 2020
12. Next Meeting – With the first Monday in September being Labor Day, would the board be able to meet Tuesday, September 8, 2020 at 7:00pm?
13. Adjournment

Agenda posted at City Hall and distributed to the Park Board, Mayor and City Council on Wednesday, July 29, 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
Tuesday, June 2, 2020
Zoom Meeting & Christensen Field Meeting Room – 7:00pm

Present: Mashea Beman, Dian Christensen Hillis, Don Cunningham, Wendy Airleywine, Connie Giese, Kim Koski, Tammy McKeighan, Aaron Paden, Nate Schwanke, Ashley Washburn.

1. **Call to Order:** Meeting was called to order at 7:07 pm by Vice Chair Giese. The agenda displayed at City Hall, 400 E Military and was distributed to the Park Board, Mayor and City Council on May 26, 2020 and is open to the public. The open meeting law is posted continually for public inspection.
2. **Roll Call:** Roll Call showed members Airleywine, Giese, Hillis, Paden and Washburn present; Moran absent.
3. **Open meeting law posted for public review.**
4. **Aaron Paden was introduced as the new Parks & Recreation board member** - Paden replaces Ann Prince who has moved out of Fremont and doesn't meet the residency requirements to be on the board. We would like to thank Ann for her years of service and wish her well in her new roles as teacher and head basketball coach at Elkhorn North High School.
5. **Reading of the Parks & Recreation Board Minutes, May 5, 2020** - Motion was made by Hillis, seconded by Washburn to dispense with reading of the minutes and approve as sent. Motion carried 5-0.
6. **Request by Don Cunningham to explore the possibility of adding a floating fountain to Johnson Lake** - Don explained he has been having conversations with 3 fountain vendors. He has also spoken with the Nebraska Natural Resource District about partnering with this project and they seemed very receptive to the idea. The next meeting with the NRD is scheduled for July 2. Motion was made by Airleywine, seconded by Hillis to approve Don Cunningham to continue to research the project and report back to the board after the July 2 meeting with the NRD. Motion carried 5-0.
7. **Future Meetings** – Park Board meetings are scheduled for the first Tuesday of each month with the exception of July and December when no meetings are held. It has been suggested moving the meeting to a day other than Tuesday so it won't conflict with special City Council meetings or study sessions. Motion was made by Hillis, seconded by Paden to move the park board meeting to the first Monday of the month. Motion carried 5-0.

8. Director's Report – Koski

*City Auditorium Renovation – Work continues at the City Auditorium. Still projected to finish the project end of September, 2020.

*Senior Center Concrete & Radiant Heat Projects – Work is on hold as design plans need reworked with the contractor.

*Senior Center Awning Project – Work continues to progress. Footings have been poured for the columns. Brick and steel is on site ready to be installed.

*Re-opening Plan – July 1 is the target date to open park restrooms, playground equipment and park shelters. All will be use at your own risk. Splash Station will not open this summer. Issues are having enough staff and too many touch points to keep sanitized. Ronin pool will open for swimming July 20 with time slots for swimmers to pre-register online. Pre-registering will allow for lists to be generated with contact information in the event contact tracing needs to take place.

9. Recreation Report – Schwanke

*Taking registrations for adult softball.

*Youth teams that are wanting to salvage a season and must complete Covid 19 paperwork and waivers prior to scheduling the use of City facilities.

10. Next Meeting - Monday, August 3, 2020, 7pm in the Christensen Field Main Arena.

11. Adjournment – Motion was made by Eairleywine, seconded by Hillis to adjourn. Motion carried 5-0. Meeting adjourned at 7:52pm.

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 May 5, 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 27th day of June, 2020.

Kim Koski, Director of Parks & Recreation

June 27, 2020

Koski, Kim

From: Dennis Grace <dodgechair@lpne.org>
Sent: Tuesday, June 30, 2020 2:06 PM
To: Koski, Kim
Subject: Clemmons Park Community Activity Project.
Attachments: park project estimate.docx; IMG-6782.JPG

Hello and Good Afternoon, Director Koski, I am Dennis Grace, County Chair for the Dodge County Libertarian Party. As you may know, The Libertarian Party works with communities throughout the United States to find locally sourced answers to local issues. We believe the best way to utilize the resources of this great country is to listen to the people that reside here, and to include them in the solutions.

It is with that in mind that I come to you, asking for your collaboration on a project. While visiting with friends and family in Spearfish, South Dakota last week, I came upon a city park with an amazing little addition. Based on the Little Library model of interactive activity nodes around the city, a citizen approached Spearfish with an idea to provide an activity shed, complete with balls, frisbees, bug sprays, etc that can be used by anyone to further their enjoyment of the city park. Working with the Parks and Recreation Department, the citizen raised funds for her husband to build the shed and they supplied it to the city free of charge. The city paid for the pouring of a concrete slab, and the citizen restocks the shed as needed.

Because of this, items forgotten at home is no longer a reason to leave the park, and parents can choose to toss a ball or frisbee to one another as their children play. I am including a photo of the shed for your inspection.

I spoke extensively with the Spearfish Parks and Recreation Director and discussed the detail further with him, as guidance on our project. I am also including the notes from that phone call and the approximate costs and value.

I am offering, with the support of the state party leadership, and with in the name of the Dodge County Libertarian Party, to supply and maintain such a shed, for as long as viable, either ourselves, or with the assistance of other community members, should you find it within the budget to offer a concrete slab of appropriate size within the park.

Several groups and individuals are already prepared to begin fundraising for this project and we expect to have it erected and dedicated by the end of July.

Please contact me for further details or discussion.

Most Sincerely,
Dennis Grace
Dodge County Libertarian Party Chair
402-203-7701

--
Liberty for all, through strong communities.

FREMONT CLEMMONS PARK ACTIVITIES SHED PROJECT

EXPECTED COST TO BUILD AND PLACE

1200-1500

PROJECTED ANNUAL COST TO MAINTAIN

200-300*

VALUE TO COMMUNITY

Free activities provided to the citizens is expected to add to the enjoyment of the park and provide a fresh way for parents to exercise while their children use the playground equipment. It is also expected that several pieces of equipment will go missing due to theft or accident. Because of this, it is expected that the citizens of Fremont will band together to refill and refresh the equipment, thus providing a small way for community members to stay engaged.

SPECIAL NOTES

Community member Glen Ellis has offered to donate time and money to the project, once it begins to take off. He has asked to be kept in the loop so he can see this through. Dodge County LP has set aside \$100 for the initial cost, and will maintain the shed going forward, keeping the costs away from the city government as much as possible, while also working with the parks department.

LET'S **PLAY** LIBRARY

STOP

The **Let's PLAY** program
is a free service of
the **Arkansas Department of
Recreation & Parks**

- ... Made Possible By:
- **Bible** Physical Education
 - **Quincy** Club of Springfield
 - **Arkansas** Club of Springfield
 - **Quincy** Sign
 - **Free** Cabinet Table
 - **Handy** Hardware
 - **Blue** Green Works
 - **City** of Springfield
 - **Springfield** Junior League
 - **Springfield** School



From: Bryant, Dominic
Sent: Wednesday, June 10, 2020 3:27 PM
Subject: Shootout Covid-19 benefit

Hello all. My name is Dominic Bryant & I reached out to some of you a couple week ago about your church participating in a Shootout Covid-19 benefit during Fremont Days. A lot has happened since then, and as you probably know Fremont Days has been cancelled for 2020. But I'd still like to find another date to possibly hold this event.

My plan is this: A 3-point contest held outside at one of the city parks to benefit those financially impacted due to Covid-19. Volunteers would collect food, PPE, or toiletries to benefit local churches and charities in Fremont. All proceeds would be distributed the same day & all that is needed is a basketball hoop, a scorer's table, & a few volunteers. To limit physical contact & encourage social distancing, each shooter provides his/her own ball to limit sharing of basketballs. Three or four volunteers wearing PPE could rebound & pass back to the shooter, limiting contact. No other elements of the game would be needed, just shooting.

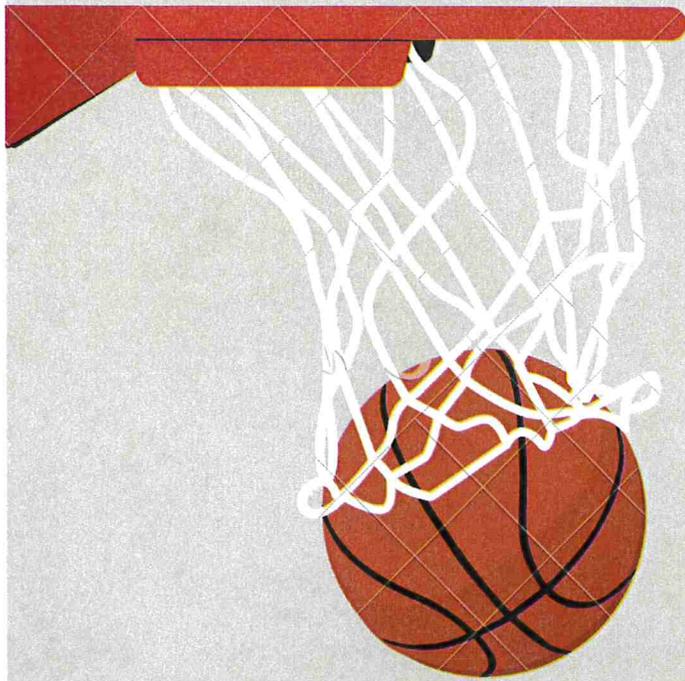
I'm open to any changes or ideas you might have. Just trying to do something for the community. The quest to find Fremont residents in need led me towards: a) food for food banks, b) PPE for local churches & 3) toiletries for non-profits. Food such as canned goods & boxed foods, PPE meaning masks/gloves/hand sanitizer & toiletries (deodorant/tooth brushes/toothpaste).

Basketball-wise, the tentative setup involves two different formats:

1. Open Shoot; Allow shooters to walk up, make a small food or PPE donation, and participate in a 60 second shootout. Volunteer at scorer's table will track points for each shooter after his/her time is up & possibly display on a leaderboard for all to see. With the idea of fostering friendly competition or maybe just to get out of the house & come shoot a few shots to help benefit those in need.
2. Church Shoot; Each church provides a shooter (preferably a teenager) to represent his/her church in a 3-point shootout against other churches. Each kid shoots as many 3-pointers as possible w/in 60 seconds attempting to win the highest score for his/her church. For most churches, we would only need a few things. A designated shooter (teenage student), a church staff member to accept any prizes, & help spreading the word about this event. Regardless of the shooting results, the goal would be to provide PPE for churches to use during their services.

Please let me know your thoughts & if you're interested in participating at all. If not, I understand. If so, I look forward to speaking with you soon. Thanks for your time.

Dominic Bryant



**Participate for FREE
by donating:
Food Items
Hygiene Items
Cleaning Supplies
Bottled Water**

BUCKETS FOR BENEFIT

**A 3-POINT BASKETBALL
SHOOTING CONTEST TO
BENEFIT THE FREMONT
COMMUNITY.**

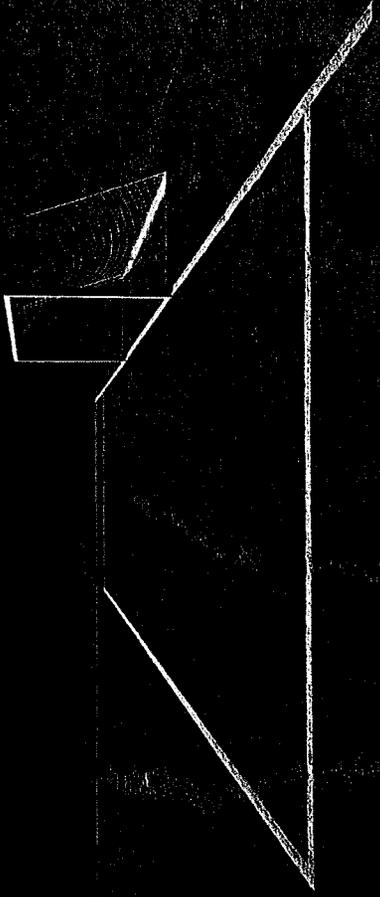
August 15

1 PM - 3 PM

Van Anda Park, Fremont, NE



**You could be
crowned the King
or Queen of
Jumpshots!**



Midland University Soccer Stadium

Improvements to Christensen Field #5

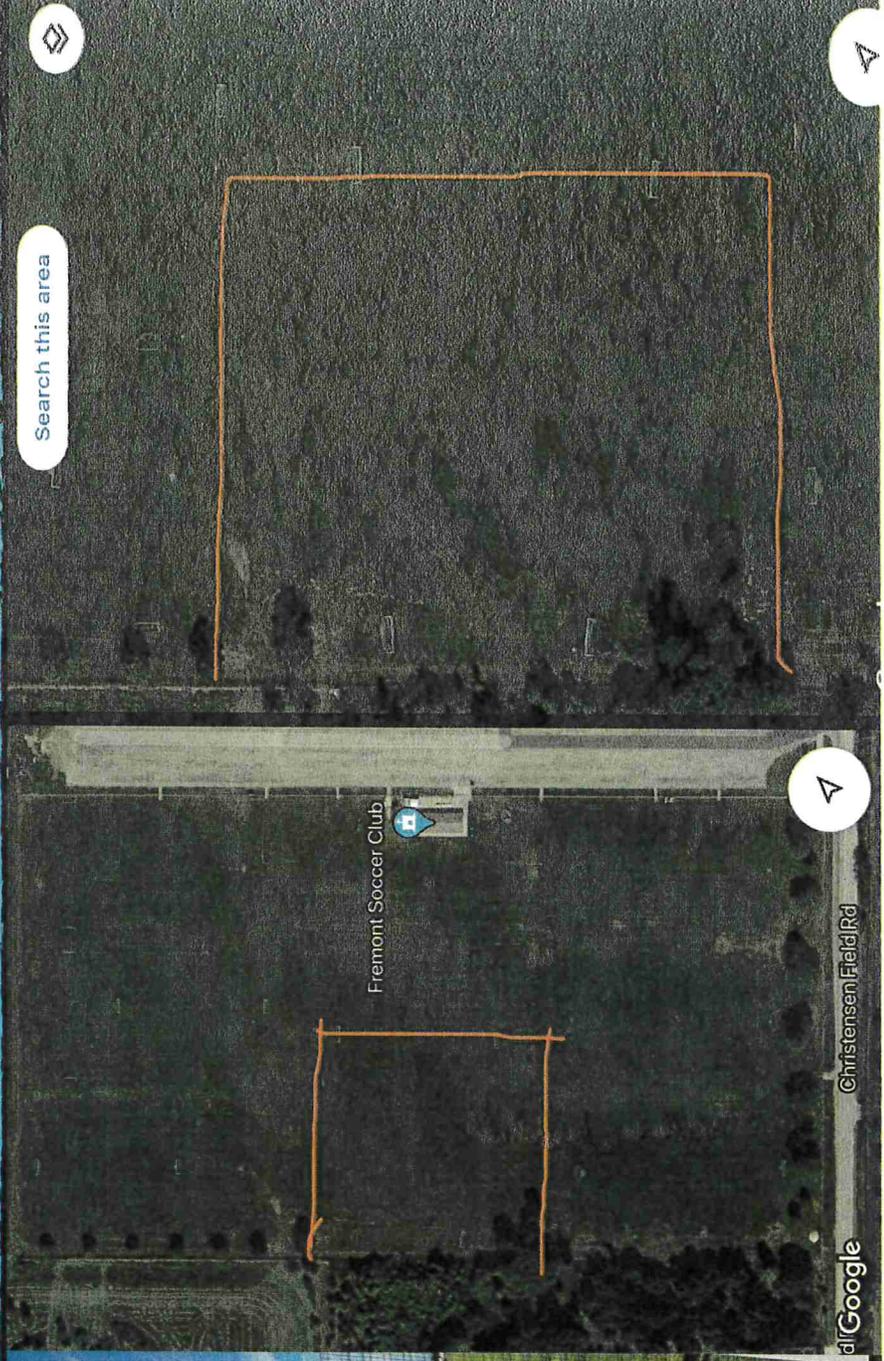
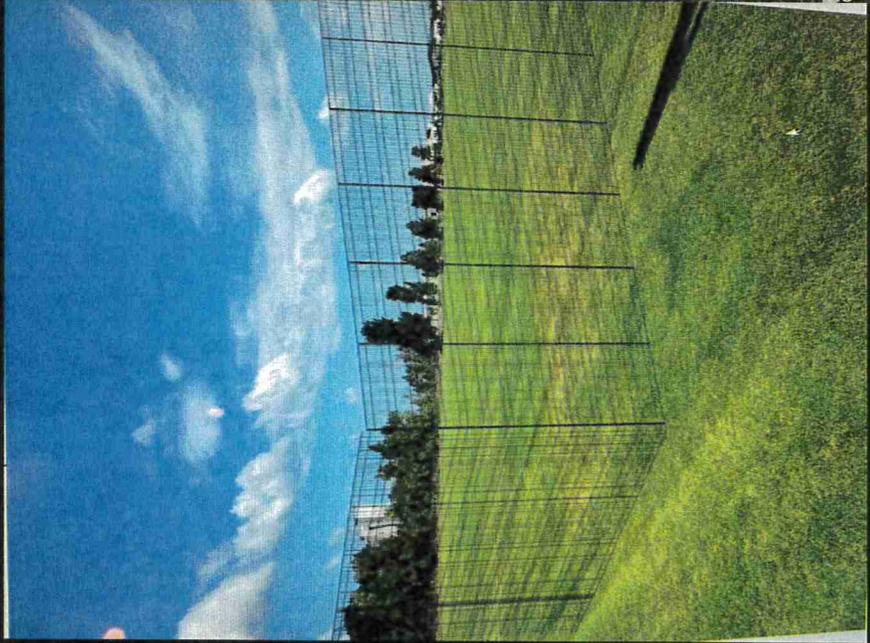
- 6ft. fencing installed around field including entrance/exit gates/gates for lawn mowing equipment
- Windscreen installed around the fencing
- Backstop installed behind both goals
- Covered permanent benches for home/away teams
- Changing rooms/meeting room space (phase 2 of project)

Midland additions to Field 5

- Midland will bring 4 full sized goals from Heedum to field 5
- Midland will also bring 6 mini goals and other equipment to be used on field 5 and for training purposes

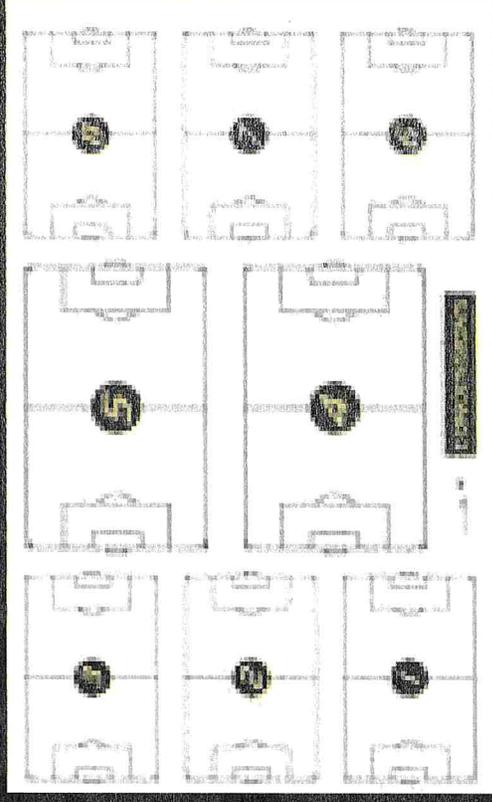
Fencing

(Please disregard obvious amateur attempt at a rendering)



Fencing

- By fencing all the way to back of the existing fence we have the open space behind field 5 for any additional structures in phase 2.
- The fencing would be chainlink
- 3 gates would be added to the fencing



Back Stops

- Back stops would be added behind each goal to prevent the ball from leaving the playing area with a missed shot and improve the appearance of the facility
- Our back stop will have 8 inch posts and will be taller than the demo



Covered Benches

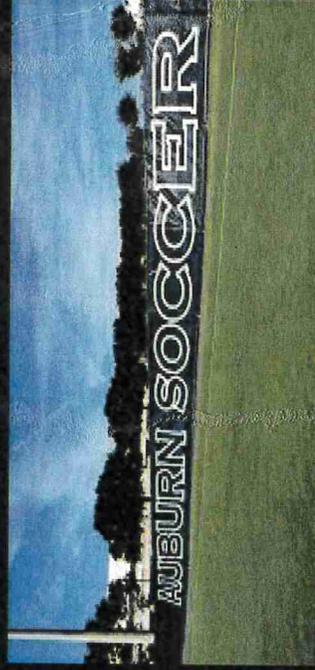
Design Sample (The top has been switched to Navy from black in the drawing)



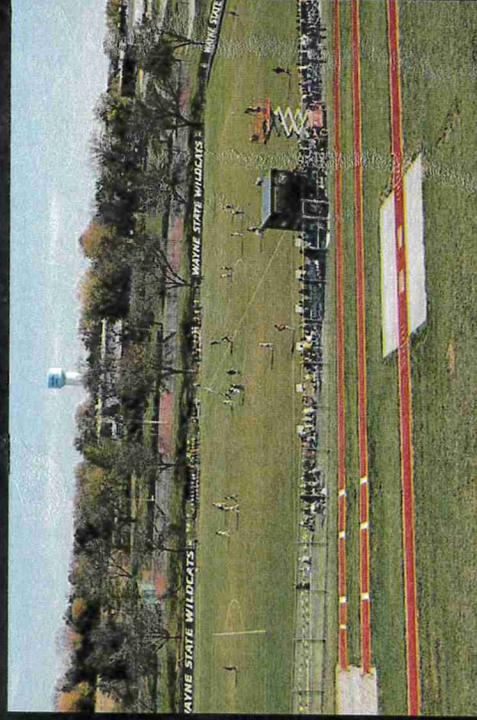
Sample Bench (Actual will not have wheels and will be placed in ground for protection)



Wind Screen



- The windscreen will surround the area with Midland Soccer banners as well as team accomplishments throughout the years
- This will be for both the Mens and Womens programs



Bleachers



Could these two sets of bleachers be moved back in the fenced area from the months of August-November annually?

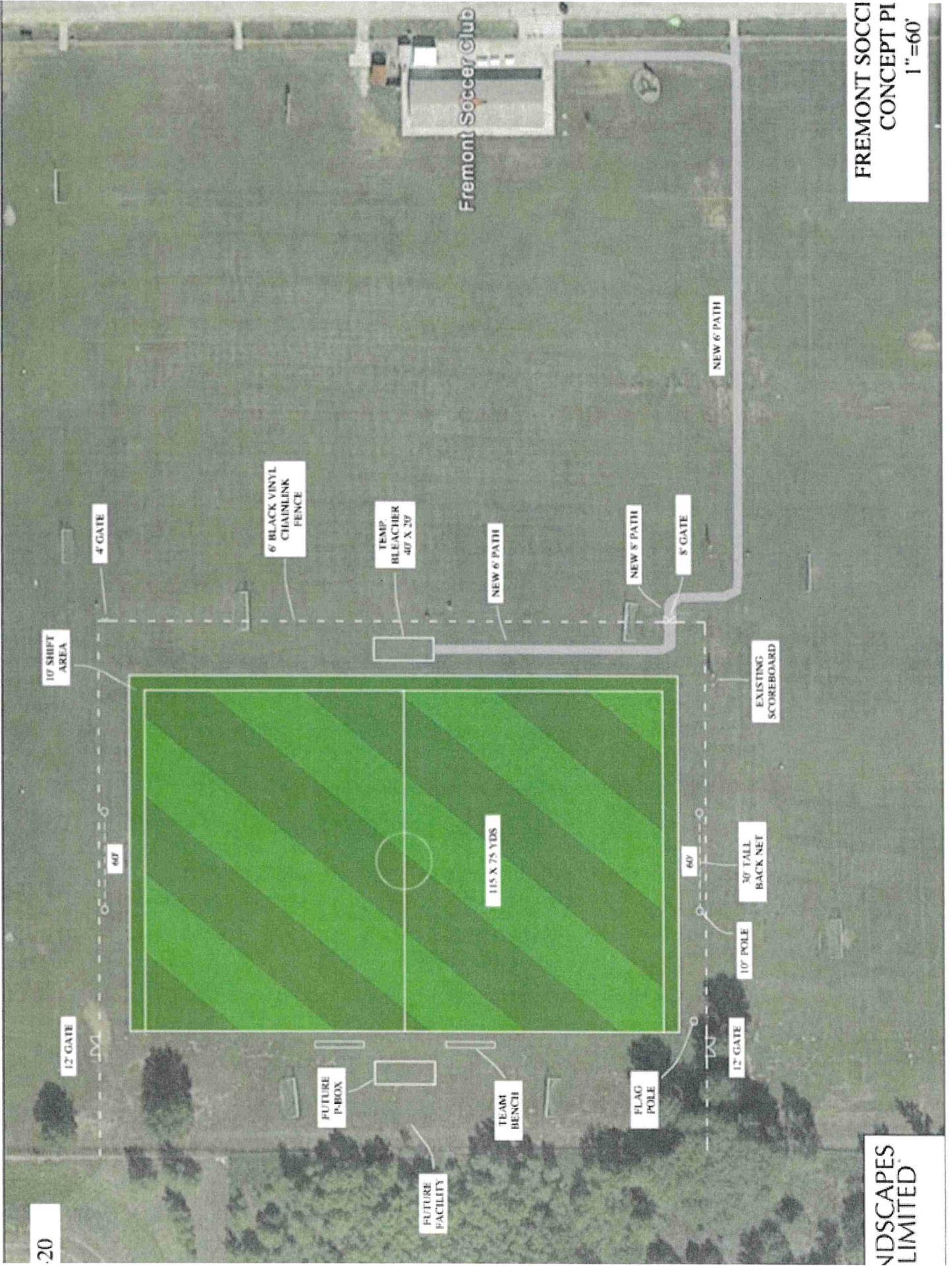
Wind Screen could be added to the top of these bleachers for that time as well for enhanced appearance of stadium.

Practice Space

- Midland would like to use field 3 & 4 for practice space daily from 3:30-5:15 free of charge for the upgrades
- Fields 3 & 4 must be regulation sized throughout the year 115X75

Future considerations/additions

- Future Press box to be added for better filming/streaming capabilities.
- A structure with 3-4 changing rooms to be placed behind field 5 for Home (Men/Women) and Away teams
- (Could we possibly combine the top 2 points into 1 structure?)
- The total donation to the new facility exceeds \$50,000.00 in improvements. (A breakdown can be provided if needed)



FREMONT SOCCER
 CONCEPT PI
 1"=60'

AGREEMENT
Fremont Soccer Club
Christensen Field Soccer Complex

THIS AGREEMENT is hereby made and entered into this _____ day of August, 2020, by and between the City of Fremont, a municipal corporation and existing under the laws of Nebraska, (hereinafter referred to as " City") and Fremont Soccer Club, (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 August _____, 2020 and terminating on August _____, 2023. This Agreement may be extended, 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~~ sixty (60) 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 ~~in the agreement, herein below~~ up to 3.5% per year, as long as with notice is provided to Operator within one hundred-twenty (120) days of the increase given by July 31 of the previous year.
3. **Facilities:** Christensen Field Soccer Complex (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. The City has the right to reserve the Facilities for events/programs with sufficient notice given to the Operator.
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 ~~allowed displayed~~ by the Operator or anyone affiliated with the Operator ~~and Midland University~~ within or upon the Facilities ~~by or any portion of the public park in which the Facilities are located, subject to City approval.-~~ ~~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) The~~ City shall have advertising rights as permitted by City Ordinances.

8. **Improvements:** (a) No ~~permanent~~ 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, ~~and~~ shall be constructed, installed, ~~and/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 ~~permanent~~ improvements constructed, installed or erected immediately upon such construction, installation, ~~and/or~~ erection, except ~~temporary alternations, improvements or additions such as~~ 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 ~~two-year annual extension~~ 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 ~~at~~ 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 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 ~~with~~ 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 Operator for scheduling of unreserved times. The facilities are subject to use by City for city-wide events, provided that City shall provide Operator a minimum of three (36) month notice, per field for such uses. Operator is allowed to recover the actual expenditures of extra services required for these events from such Other Users.

2. **Cooperation:** Operator shall cooperate with Midland University and 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 two-year extension 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 youths 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 Midland University and City Parks and Recreation logos to all Operator's printed materials (ex. Schedules, press releases, etc.) that pertain to the Facilities as well as share a link to the Midland and City Parks and Recreation websites 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 Midland University and 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 ~~W~~weekdays and 7:00am on ~~W~~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.

7. **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, 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. Provide keys as determined appropriate by City to Operator.
17. Open and clean restrooms when used for a Citywide Event or by Other Users.
18. Open any locked fields when utilized by Other Users or Citywide 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 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 Fremont Soccer League/organization.
2. The Operator will select and schedule all coaches, team practices, game times, and scrimmages for Fremont Soccer League/organization to occur on Owner Ffacilities.
3. The Operator will provide a master schedule of usage of the Ffacilitiesy, 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 Ffacilities.

SECTION 3 PAYMENTS AND FEES

Operator agrees to pay City for use of Facilities, including Operator's tournaments and special events, \$1,00,035, 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, per day and/or per week 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 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

DRAFT

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 receiver 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 or 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 August, 2020

**FREMONT SOCCER CLUB
OPERATOR**

By: _____

Title: _____

Dated this _____ day of August, 2020

**CITY OF FREMONT
OWNER**

By: _____
Scott Getzschman, Mayor