

## Baseball Field(s) Addendum

1. The City has historically had 2 baseball diamonds on City property, i.e.: the Springs Park Complex. The City does not sponsor or operate the baseball fields and does not have a separate City Parks Department, but attempts to maintain the various designated City parks through the City Public Works Department, depending upon staff availability.
2. It is specifically understood the City's responsibilities for care and maintenance of the Springs Park Complex is limited to the maintenance designations identified in the Agreement and the Addendum. The Springs Park Complex consists of the area outside of City Hall, the VFD, and the Ambulance Barn in the block bordered by Hampton Street West on the south, Woodson Street West on the north, 3<sup>rd</sup> Avenue NW on the west, and Central Avenue N on the east.
3. The City will have general maintenance responsibilities, including mowing, fertilization, and watering for all areas outside the baseball diamond. Any spraying to be performed for treatment of weeds or other issues will be performed by City staff or other professionals, but costs will be shared with long-term User Groups.
4. It is the responsibility of the User Group to clear the fields, bleachers, dugouts, pavilion, and the immediate area of the Complex used of all trash and equipment following each game, practice, or event. Trash will be placed in trash receptacles and removed from the Complex at the expense of the User Group. Trash left behind may result in an invoice to the User Group for removal/disposal.
5. Maintenance responsibilities of the baseball facility itself are delineated as follows:
  - Field Maintenance will be the joint responsibility of the City and the User Group to coordinate as to appropriate times and not within an anticipated use window. Special requirements for mowing within the diamond will be conveyed by the User to the City staff or the User shall perform at the User's expense.
  - Players Area Maintenance includes but is not limited to: striping, re-sanding, mound maintenance, and other maintenance activities required within the diamond, and are assigned to the User and at the User's expense.
  - Associated Buildings Maintenance (which is defined as the dugouts, storage sheds, and batting cages) includes but is not limited to: painting, building repair or replacement, and fence maintenance/repair, and are assigned to the User.
  - Pavilion/Playground Maintenance includes but is not limited to sweeping, raking, painting, repair and/or replacement as to all surfaces, as applicable. This is assigned jointly to the City and the User's group. Damage which is not attributable to "normal wear and tear" will be the responsibility of the User.
  - Users shall immediately report issues with the fields, the diamonds, the buildings, or the other areas of the grounds when any issue is observed which poses a hazard to other users of the entire Complex.
6. The User Group, should it desire lights or other electrical equipment, shall be solely responsible for all costs associated with connecting to available electricity, and shall arrange for a licensed electrician to make all connections, which shall be done according to applicable portions of the state electrical code. This includes any installations to protect and prevent any concerns related to tampering with such connections, and allowing for activating and deactivating the connection when electricity is not required. Fees for electrical usage will be charged on a per day basis based on actual usage unless otherwise noted in the Office Use section of the Application. The User Group shall provide the City with a list of authorized representatives as to operation of the electrical system during hours of use/operation by the User Group.
7. The City will require insurance per Item 7 of the Information Sheet unless specifically waived by the Mayor due to coverage through MMIA. The City **SHALL** be named as an additional insured under any event or other insurance policy and a copy of the insurance commitment page shall be provided to the City at the time the Agreement is executed.
8. The User Group shall create and post appropriate signage regarding hours of operation, "At Your Own Risk" warnings, and other rules/requirements including who to call in certain circumstances, with prior approval of the Mayor as to wording and location. This includes posting notices in the event conditions are not favorable to active practice/games or other use.
9. When not in use, the User Group shall take reasonable steps to secure the dugouts and other buildings to prevent unauthorized use when the Complex is closed. Security is the responsibility of User, both during active use and when the Complex is closed. The User Group shall make all arrangements for security or work cooperatively with the City to establish security.
10. In the event of a bio-hazard exposure (including blood, bodily fluids, and mold/mildew growth), the User Group shall make sure adequate arrangements or instructions for treatment of any injury are available, as well as addressing the exposure hazard, including cleaning and disposal per existing health or other regulations.