

**CITY OF COLUMBUS
ATHLETIC FIELD USE AND FACILITY AGREEMENT**

This Agreement is by and between the City of Columbus (herein called “City”) and the Columbus Baseball Organization (CBO) (herein called “Organization”).

City of Columbus Recreation Mission Statement

“The City of Columbus seeks to provide recreational activities and facilities that will build strong families and a community quality of life.”

The term of this Agreement shall begin on the _____ day of _____, 2025 and shall conclude on the 31st day of December 2025 (the “Season”). This Agreement shall be automatically renewed for successive Seasons unless terminated by either party upon the giving of 15 days’ advance notice to the other party prior to the expiration of the current term. Notice shall be given to the City Clerk or to the representative of the Organization that executed this Agreement on behalf of the Organization.

During the term of this Agreement, Organization agrees to:

1. Obtain and maintain 3rd party liability insurance with a \$1,000,000 per injury coverage, naming the City as an additional insured or co-insured with the original certification of insurance delivered to the City Clerk or Recreation Director. This information shall be provided by Organization to City Clerk or Recreation Director on or before May 1 each year.
2. Provide to City a copy of the Organization’s Articles of Organization showing the Organization is a Non-Profit Non-Stock Corporation and provide proof that the Organization is in good standing with the Wisconsin Department of Financial Institutions. This information shall be provided by Organization to City Clerk or Recreation Director on or before May 1 each year.
3. Provide to City Recreation Director and Director of Public Works a schedule of field use, practices and game times at least 15 days prior to the fields being used by the Organization. All final facility and field scheduling shall be approved by the Recreation Director.
4. On or before May 1 of each year, provide the City Recreation Director with a roster of participants for the Organization’s program for the Season and provide funds to the City in the amount equivalent to \$10 per resident participant and \$20 per non-resident participant. For purposes of this Agreement, “resident” is defined as a person living within the jurisdictional limits of the City of Columbus. Failure of Organization to comply with the terms of this paragraph shall result in a late fee of \$1.00 per participant per day being imposed by City.

5. No field access shall be given to Organization until all obligations referenced in paragraphs 1-4 above have been satisfied.
6. All requests for general field improvements and maintenance must be reviewed and approved by the Public Works Director prior to the commencement of any work. Any proposals to make substantial changes or alterations to any athletic field or facility are to be forwarded for approval by the Columbus City Council, prior to the commencement of work.
7. Organization shall provide a dumpster for each tournament at the Organization's sole expense.
8. The Organization shall comply with all applicable federal and state laws and regulations related to the organization's activities and use of the City's facilities.

During the term of this Agreement, the City agrees to:

1. Supply the needed supplies to the Organization necessary to assist the Organization with its activities. The supplies include providing chalk for the diamonds.
2. Regularly provide basic maintenance of the fields/facility, including rough grading of the diamonds, to support a safe and enjoyable environment for the upcoming season.
3. Provide break-away bases (2nd and 3rd base) as needed. The City shall purchase these bases and replace them as part of the City Capital Improvement Plan. The Organization may replace bases on a more frequent basis at its discretion.
4. The City shall provide a locked and secure storage area at each field facility.
5. The City shall place practice, game and tournament schedules on the Recreation Department website.
6. The City shall provide the local Kiwanis group with the use of the concession stand for weekday games. If for any reason the Kiwanis group is not available to sell concessions during a weekday game, the Organization shall have the first right to use the concession stand for that game. The Organization shall have the right to use the concession stand for scrimmages and tournaments.
7. Prep Kiwanis Park prior to the beginning of the season. This shall include fertilizing and planting of grass seed at the discretion of the City Department of Public Works Director.

The parties may agree to additional terms and conditions of this Agreement by executing a separate amendment from time to time.

We, the undersigned, as representatives of the City of Columbus and the Organization agree to the terms listed above.

Joseph Hammer, Mayor

Date

Susan L. Caine, City Clerk

Date

Authorized Representative of Organization
Address:

Date

ADDENDUM

- A. In addition to the fees for the Season as set forth in paragraph 4 above, the organization shall be allowed to have a six week Fall Ball schedule. Prior to beginning the Fall Ball schedule, the Organization shall provide the City with a list of the teams participating and pay the City a fee of \$10 per resident player and \$20 per non-resident player. No field access will be given to Organization until this fee is paid to City.

- B. Columbus Softball Association and CBO will have a shared calendar that supports diamond preference for both organizations at both locations (Kiwanis and Meister) when any open field is available after the completion of the standard scheduling for rec teams; options of any field will be available to either organization to use. This calendar will be run by leaders of each organization and visible to coaches, city departments and organization leaders. The standard schedule will be set at an agreed upon time frame by calendar leaders and communicated to the coaches as necessary.