



CITY OF WASILLA

290 E. HERNING AVE.
WASILLA, ALASKA 99654-7091
PHONE: (907) 373-9050
FAX: (907) 373-9085

Requested by: Administration
Prepared by: Administration

RESOLUTION NO. WR95-17

A RESOLUTION OF THE WASILLA CITY COUNCIL AUTHORIZING A MANAGEMENT AGREEMENT BETWEEN THE CITY AND THE MAT-SU SOFTBALL ASSOCIATION FOR BUMPUS SOFTBALL FIELDS.

WHEREAS, the Bumpus softball fields were constructed by the City with Alaska state legislative grant funds for the purpose of community recreational tournament softball play; and

WHEREAS, the Mat-Su Softball Association has provided many hours of labor to help maintain, improve and prepare the fields for tournament softball play; and

WHEREAS, the Mat-Su Softball Association has the capacity to manage and operate ballfields in the public interest as demonstrated by a successful agreement with the Mat-Su Borough for the Sherrod Softball Complex (see Exhibit "1"); and

WHEREAS, the Wasilla Parks and Recreation Commission endorsed the concept of the management agreement.

NOW THEREFORE BE IT RESOLVED that the Wasilla City Council hereby authorizes the Mayor to execute a management agreement between the City and the Mat-Su Softball Association to include the following provisions:

Property: The four-field softball complex, accessory buildings, fencing, parking lot and water well in the S1/2 of the SE1/4 of NW1/4 of Section 5, Township 17NR1W Seward Meridian, Alaska (see Exhibit "2").

Term: Five Years

Operating Costs: Association will pay telephone and electric utility charges and all other costs of operating the facility.

Insurance: Mat-Su Softball will provide Workmen's Compensation insurance and comprehensive general liability insurance, liquor and legal liability insurance with the City named as an additional insured party.

Termination: By either party with 30 days written notice and other reasons.

Fee: Nominal - \$10 per year.

Purpose: To authorize the Mat-Su Softball Association to operate and maintain the Bumpus softball fields for public recreation on a not-for-profit basis.

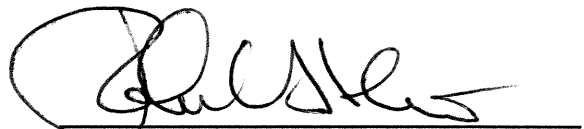
**Open Play
Schedule:** To be posted at City Hall.

Annual Report: The Association will submit a detailed annual report by March 15 of each year.

Scope of Work - Mat-Su Softball Association: See Exhibit "3A".

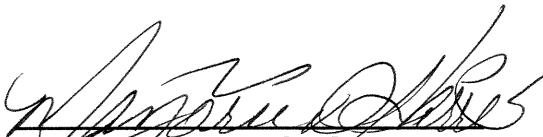
Scope of Work - City: See Exhibit "3B".

I certify that a resolution in substantially the above form was passed by a majority of those voting at a duly called and conducted meeting of the governing body of the City of Wasilla this 24th day of April, 1995.



John C. Stein, Mayor

ATTEST:



Marjorie D. Harris, CMC
City Clerk

(Seal)

MANAGEMENT AGREEMENT

This management agreement (hereinafter called "Agreement") is made and entered into on 5-7-93 by and between the Matanuska-Susitna Borough (hereinafter called "Borough") and the Mat-Su Softball Association (hereinafter called "Association").

WHEREAS, the Borough owns certain real property (hereinafter called "softball complex") located within a portion of Tracts 2 and 3 of the Sherrod Park Survey, Section 33, Township 18 North, Range 2 East, Seward Meridian, Alaska more particularly described as follows:

TRACT II

Starting at the 1/4 Corner common to Section 33/34, T18N, R2E, S.M. and going N 89°59' W for a distance of 945.00 feet to the Point of Beginning, thence going N 00°13' W for a distance of 690.00 feet, thence going due East for a distance of 330.00 feet, thence going N 00°13' W for a distance of 630.53 feet, thence going due West for a distance of 704.99 feet to the NE¼ corner of Section 33, thence going S 00°07'40" E for a distance of 1320.36 feet to the C-E 1/16 Corner of Section 33, thence following the centerline of the section S 89°59'E for a distance of 376.99 feet to the Point of Beginning, and all being located in the SE¼NE¼ of Section 33, T18N, R2E, Seward Meridian, Palmer Recording District, Third District, State of Alaska.

TRACT III

Starting at the 1/4 Corner common to Sections 28/33, T18N, R2E, S.M. and going S 00°10'30" E for a distance of 632.00 feet, thence going due East for a distance of 690.00 feet to the Point of Beginning, thence going due East for a distance of 1337.52 feet, thence going S 00°13' E for a distance of 688.00 feet, thence going due West for a distance of 1338.02 feet, thence going N 00°10'30" W for a distance of 688.00 feet to the Point of Beginning and all being located in U.S. Government Lots 1 and 2, Section 33, T18N, R2E, Seward Meridian, Palmer, Recording District, Third District, State of Alaska.

and as shown on Exhibit A (hereinafter called "softball complex") and referenced on the location map attached Exhibit B; and the Association wishes to manage the softball complex pursuant to the terms and conditions of this Agreement, and subject to valid existing rights.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the Borough and Association agree as follows:

Section 1. Description of facility.

The Association does hereby agree to manage the following described facility known as the Sherrod Softball Complex in the Palmer Recording District, Alaska, located within a portion of Tracts II and III of the Sherrod Park Survey, Section 33, Township 18 North, Range 2 East,

Tracts II and III of the Sherrod Park Survey, Section 33, Township 18 North, Range 2 East, Seward Meridian, Alaska, and all improvements including the four field complex and use area, complex building, restroom and parking area.

Section 2. Term.

This Agreement shall become effective upon execution by the parties hereto. The Association shall perform those management services described herein from date of execution for a five year term with renewal option, subject to Section 19.

Section 3. Payment of Utilities.

The Association shall pay all utility charges, septic system pumping fees, and sewer and water connection fees, City of Palmer assessments, if any, and all maintenance and other costs of operating the facility for their term of management described in Section 2. The Association shall conduct winterizing duties to protect the softball complex from damages caused by freezing.

Section 4. Purpose.

This Agreement is to designate the Association's operation, management, maintenance, use of the softball complex for public recreation.

- A. The Association shall manage, operate and maintain (hereinafter called "manage") the softball complex through the term of management described in Section 2 and the duties are specifically described in Exhibit 3 of this Agreement. It shall be responsible for all activities and details necessary to open, maintain and manage a safe, quality recreation facility for public use.
- B. The Association is responsible for all vandalism during the effective dates of this Agreement. Vandalism shall be immediately reported to the Parks and Recreation Division. Immediate safety measures shall be taken and immediate repairs completed.
- C. The Association shall do all things necessary and proper to provide the use of the softball complex to the public when the Association does not have scheduled activities. An "open play" schedule must be established and publicized. It will be submitted to the Parks and Recreation Division on a working basis no later than a Friday for the following week.
- D. The Association's use of the softball complex shall not be for profit. Any revenue generated as a result of the use of the softball complex during the term of management described in Section 2, shall be used toward the cost of maintenance, operation and improvements of the Sherrod Softball Complex.

Section 5. Plan.

The Association shall not make any improvements or alterations to the softball complex without first submitting them to the Borough Parks and Recreation Division for approval.

Section 6. Annual Report.

The Association shall submit for Borough approval a report within thirty (30) days of the execution of this Agreement on or before March 15th of each year of the term of this Agreement. At a minimum the report shall include the following:

- A. A schedule and past season report summarizing the past year's activities affecting the softball complex.
- B. A treasurer's report of the Association for the past year including a complete accounting of all funds receipts and disbursements related to the operation, maintenance, management and use of the softball complex.
- C. A report of all improvements made to the softball complex in the past year including a revised site plan depicting any changes in location of items listed in the site plan submitted under Section 6.
- D. A proposed pre-season schedule and plan of operation for the softball complex during the upcoming season including all scheduled events, times reserved for specific uses or maintenance, dates of closures, times reserved for groups (by name) and times available for uses not yet scheduled.
- E. A report of concessions and vendors that will be operating in the softball complex, including a site plan, descriptions of each concession and vendor operation, evidence of the acquisition of required licenses and permits, and proof of insurance.
- F. A list of names and addresses and phone numbers for persons responsible for the concessions and vendors.
- G. The Association's representative for the upcoming season with a phone number and address.
- H. A request describing proposed improvements, alterations and construction to be made during the term of the management for the upcoming season. A detailed cost estimate per improvement is required.
- I. Copies of evidence of all licenses, permits, authorizations and insurance policies required for the execution of the terms of this Agreement.
- J. The Association's by-laws, with notes of any recent changes, and a current list of the Association's officers.
- K. Written notice with address and phone numbers identifying all Association officers or employees responsible for execution of this schedule and describing the duties, authority and responsibility of each relative to this Agreement.
- L. A plan of operation describing how the various tasks necessary to execute this Agreement will be performed and identifying one person with overall responsibility for performance by the Association under this Agreement.

Section 7. Posted Schedule.

The Association shall post an activity schedule showing the dates and times that the softball complex will be used or available for use by the Association or any other organization. This schedule shall be updated on a daily basis during the effective dates of this Agreement. The activity schedule shall be posted on a bulletin board to be installed at the main entrance to the softball complex. It shall include an Association phone number for information regarding use and scheduling of activities for the softball complex, and a phone number to call in case of emergency affecting the softball complex.

Section 8. Use and Operation.

Use and operation of the softball complex shall provide for the maximum availability of the facilities to the public. The Association shall have discretion in the manner of use, and in the scheduling of events and may set reasonable fees of dues to cover costs of such use during their term of management as described in Section 3.

Section 9. Waste.

The Association shall not commit waste on or injury to the softball complex. The Association shall be liable for all damage and repair costs not provided for by the Borough's insurance.

Section 10. Rights of Way.

Authority to issue easements and rights-of-way will be retained by the Borough.

Section 11. Ownership of Improvements at Termination.

All real property improvements to the softball complex at the termination of this Agreement shall without compensation to the Association become the property of the Borough.

Section 12. Assignment.

The Association may not assign any interest in this Agreement to any person, nor delegate any duties under this Agreement nor enter into any contracts from commercial concessions or vending on the premises without the prior written approval of the Borough. Any attempt by the Association to assign any part of its interests or delegate duties under this Agreement shall give the Borough the right to immediately terminate this Agreement without any liability for work performed subsequent to termination.

Section 13. Permits, Laws and Taxes.

The Association shall acquire and maintain in good standing and provide evidence to the Borough of all permits, licenses, and other entitlements necessary to its performance under this agreement. All actions taken by the Association under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Association shall pay all taxes and fees pertaining to this Agreement.

Section 14. Non-Discrimination.

The Association shall not discriminate against any person on the basis of race, age, color, national origin, sex, marital status or physical handicap.

Section 15. Inspection of Premises.

A designated Borough representative may at any reasonable time enter and inspect the softball complex. Two scheduled inspections of the softball complex shall be made by the Borough representative on or before the beginning of the Association's term of management each year of the Agreement.

Section 16. Indemnification and Liability Insurance.

The Association shall agree to indemnify, defend, save and hold harmless the Borough, its assembly members, officers, agents and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent act of the Association, its subcontractors, or anyone directly or indirectly employed by them, arising from the Association's use or occupancy of the softball complex or the performance under this Agreement.

Any of those actions or claims which are caused by the joint negligence of the Borough and Association shall be apportioned on a comparative fault basis. Any such joint negligence on the part of the Borough must be a direct result of active involvement on the property by the Borough.

Without limiting the Association's indemnification, the Association shall purchase at its own expense and maintain in force at all times during the term of the Agreement the following policies of insurance: Worker's Compensation Insurance, and comprehensive general liability insurance, liquor and legal liability insurance, (all policies more particularly described below).

Where specific limits are shown, it is understood that they shall be the minimum acceptable limits unless risk allocation assessments performed by an insurance company proves otherwise. If the Association's policies contain higher limits, the Borough shall be entitled to the extent of such higher limits.

Worker's Compensation Insurance. The Association shall provide and maintain, for all employees engaged in work under the lease/purchase agreement, Worker's Compensation Insurance for any subcontractor who directly or indirectly provides services under this Agreement. Employers Liability Protection shall not be less than 100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts must be included as well.

Comprehensive (Commercial) General Liability Insurance. Coverage limits of not less than \$1,000,000 combined single limit per occurrence bodily injury and property damage.

Certificates of insurance must be furnished to the Borough prior to occupancy or beginning work, and must provide for a thirty (30) day prior notice of cancellation, non-renewal or other material change. Failure to furnish certificates of insurance or notice of lapse of any policy constitutes a material breach and grounds for termination of this Agreement.

With the exception of Worker's Compensation Insurance, the Borough shall be named as an additional insured party.

Section 17. Severability.

If any clause or provision herein contained shall be adjudged to be invalid, it shall not affect the validity of any other clause or provision of this Agreement or constitute any cause of action in favor of either party as against the other.

Section 18. Jurisdiction; Choice of Law.

Any civil action arising from this agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Palmer. The law of the State of Alaska shall govern the rights and obligations of the parties.

Section 19. Termination.

- A. This Agreement may be terminated by the Borough for a violation of Section 2 through 19.
- B. The Borough or the Association may terminate this Agreement for their convenience thirty (30) days after notice of termination to the Association of the Borough.
- C. This Agreement may also be terminated by the Borough for any of the following reasons:
 - 1. Failure to comply with the terms and conditions of this Agreement or if the breach is curable, to remedy any default in performance within thirty (30) days;
 - 2. Failure to actively maintain and use the facility for the described purposes for the period of time of the management term described in Section 32
 - 3. Abandonment of the property, which shall include failure to carry out necessary maintenance or repairs of the softball complex.
 - 4. The Association articles and by-laws provide that it represents all residents of the area and the Association represents that it has a policy and practice of open membership which encourages participation of persons from all segments of the community. The Borough may terminate this Agreement if the Association's articles or by-laws are changed or if its policies change so that it no longer represents all residents of the area or if it ceases to encourage open membership and participation from all segments of the community.

Termination under this Section shall be by notice in writing stating the reason for termination and shall be effective thirty (30) days from the date of the notice. Any appeal must be written and formally presented to the Borough manager within 10 days.

Section 20. Notice.

All notices shall be sent to both parties as follows:

Mat-Su Softball Association, Inc.
P.O. Box 875550
Wasilla, AK 99687

Matanuska-Susitna Borough
Land Management Division
350 East Dahlia Avenue
Palmer, Alaska 99645

Section 21. Management Fee.

The annual management fee shall be ONE DOLLAR (\$1.00) per fiscal year or portion thereof commencing MAY 7 1993, through MAY 7, 1998. The Association shall not be entitled to any other management fee from the Borough. The initial fee shall be paid upon execution of this Agreement by both parties.

Return TO:

MATANUSKA-SUSITNA BOROUGH

MAT-SU SOFTBALL ASSOCIATION

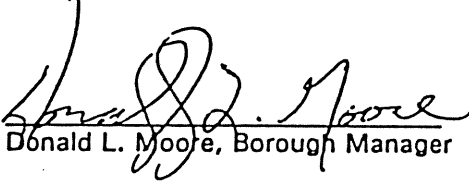
Planning Department
Land Management Division
350 East Dahlia Avenue
Palmer, Alaska 99645

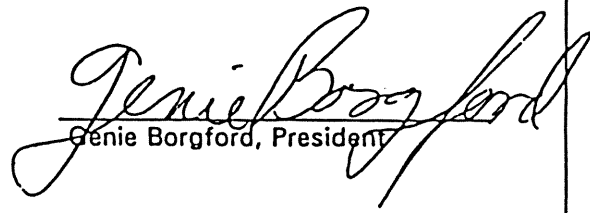
Genie Borgford, President
P.O. Box 875550
Wasilla, Alaska 99687

IN WITNESS WHEREOF, the parties hereto have set their hands the day stated herein above.

MATANUSKA-SUSITNA BOROUGH

MAT-SU SOFTBALL ASSOCIATION

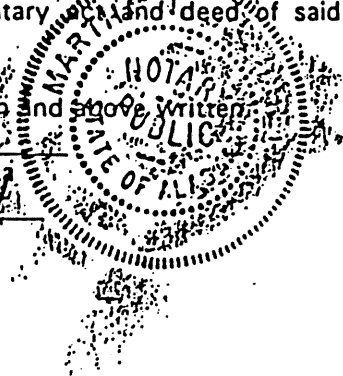

Donald L. Moore, Borough Manager


Genie Borgford, President

STATE OF ALASKA)
)ss.
Third Judicial District)

THIS IS TO CERTIFY that on this 21 day of June, 1993 before me, the undersigned a Notary Public in and for the state of Alaska, duly commissioned, and sworn as such, personally appeared to me Genie Bayford, the President of the Mat-Su Softball Association, and who acknowledged to me that she executed the within and foregoing document on behalf of said association as the voluntary act and deed of said association, for the uses and purposes stated therein mentioned.

WITNESS my hand and official seal the day and year herein and above written.
Martha N. Blonches
Notary Public for the State of Alaska
My commission expires: 4/25/94



STATE OF ALASKA)
)ss.
Third Judicial District)

THIS IS TO CERTIFY that on this 21st day of June, 1993 before me, the undersigned a Notary Public in and for the state of Alaska, duly commissioned and sworn as such, personally appeared to me Donald L. Martin, the MANAGER of the Matanuska-Suistna Borough, a municipal corporation organized and existing under the laws of the state of Alaska, and who acknowledged to me that he executed the within and foregoing document on behalf of said corporation by authority of its borough assembly as the voluntary act and deed of said corporation, for the uses and purposes stated therein mentioned.

WITNESS my hand and official seal the day and year herein and above written.
Barbara Ellen Martin
Notary Public for the State of Alaska
My commission expires: 9/6/93

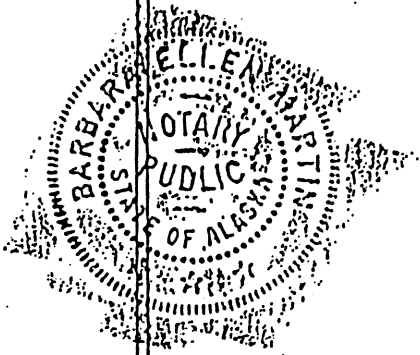


EXHIBIT "3"SCOPE OF WORK
FOR
SHERROD SOFTBALL COMPLEX

Provide for maintenance as follows:

1. Daily trash pickup and cleaning of the complex grounds and parking areas.
2. Week-end trash removal and cleaning of grounds and parking areas.
3. Cleaning of restrooms on daily basis and repair as needed.
4. Mowing, weed control and turf care and maintenance (fertilizing and reseeding) of grounds.
5. Watering during peak periods of use and no rain conditions as needed.
6. Weekly inspection of facilities and site for hazardous conditions and immediate remedy or reporting of hazardous conditions.
7. Minor repair of equipment, dugouts, picnic tables, restrooms, and signs as needed.
8. Log oil and/or painting of buildings, dugouts, signs, and other facilities as needed.
10. Weekly inspection and maintenance of electrical, water and sewage disposal system and repair as needed.

The Matanuska-Susitna Borough shall be responsible for winterization and dewaterization of the building, as well as all non-routine building maintenance such as plumbing, electrical and structural work.

93-009151

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PALMER REC. DISTRICT
REQUESTED BY MSB

'93 JUL 15 PM 2 29

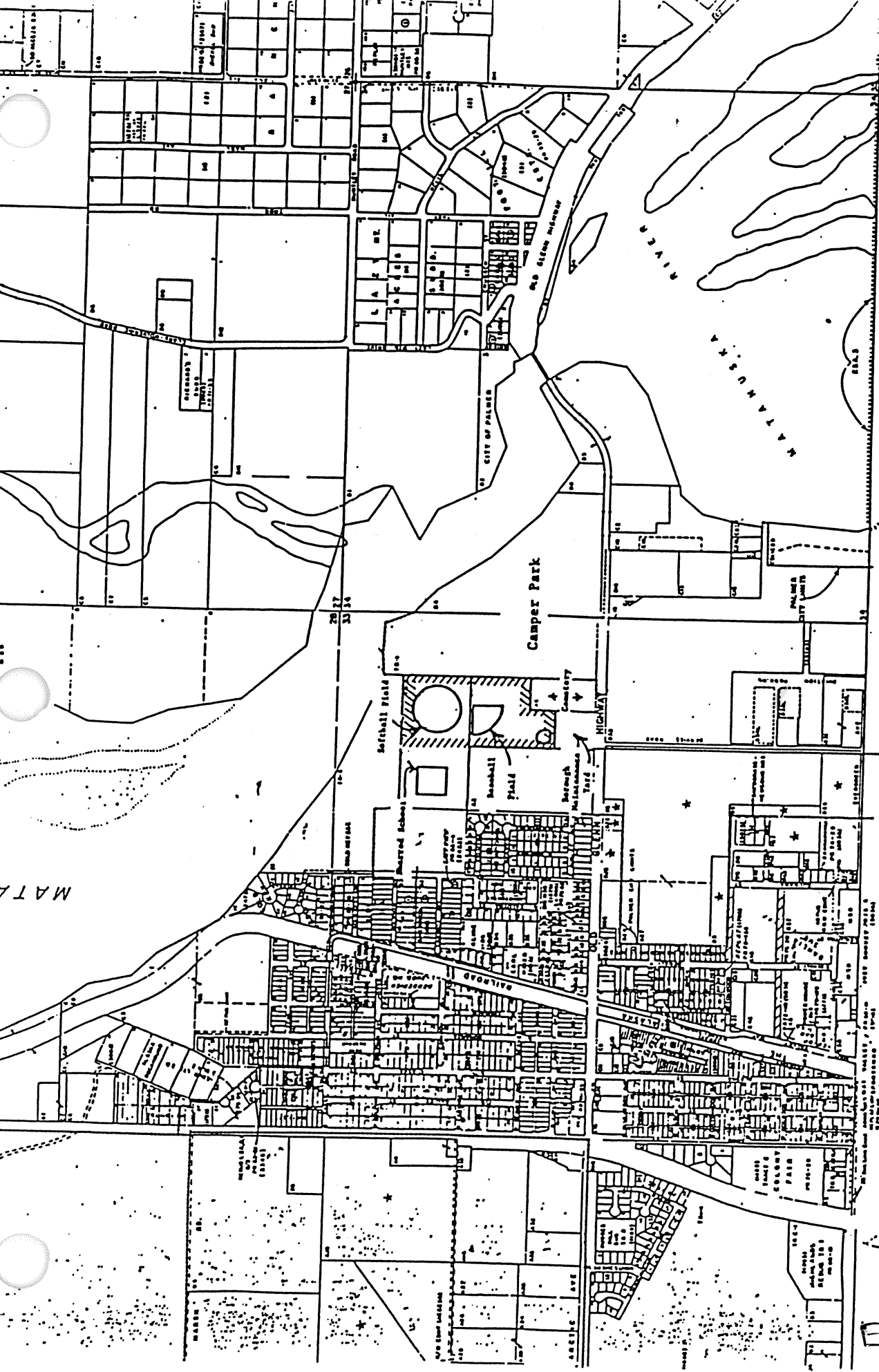


EXHIBIT B

MSB001569

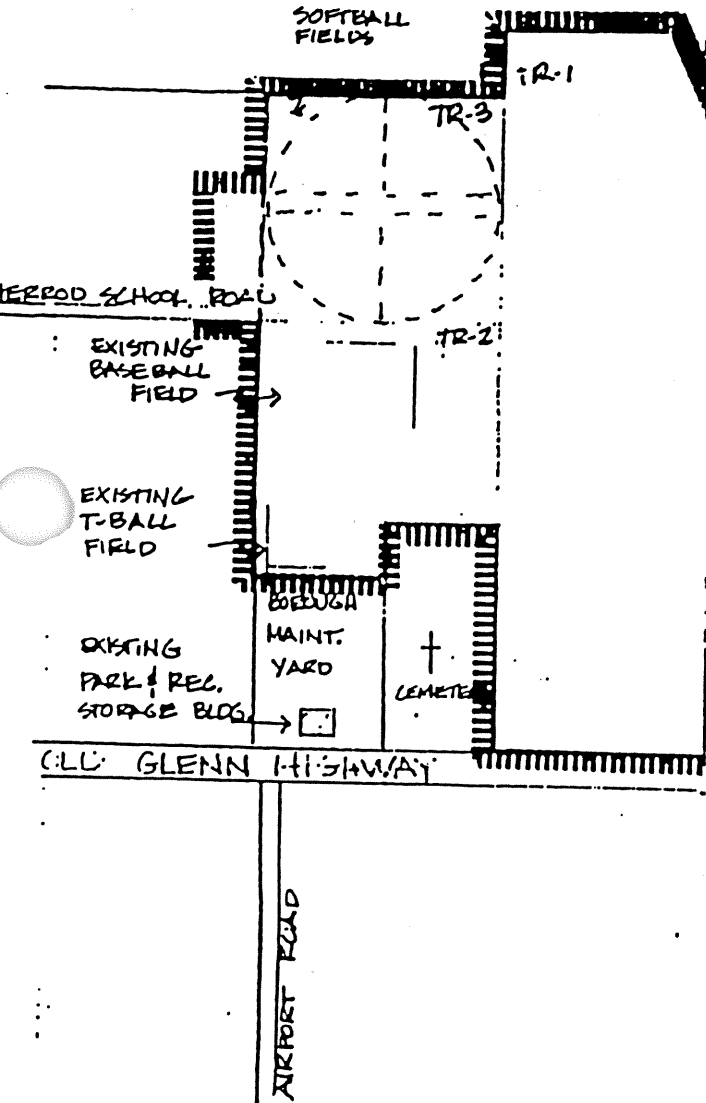
within: Sec. 33, T18N, R02E
Seward Meridian, Alaska

Applicant boundary
a portion of Tract 2
and Tract 3 of Sherrod
Park Survey Plat 71-84

PA 5
5032000T002 & 3

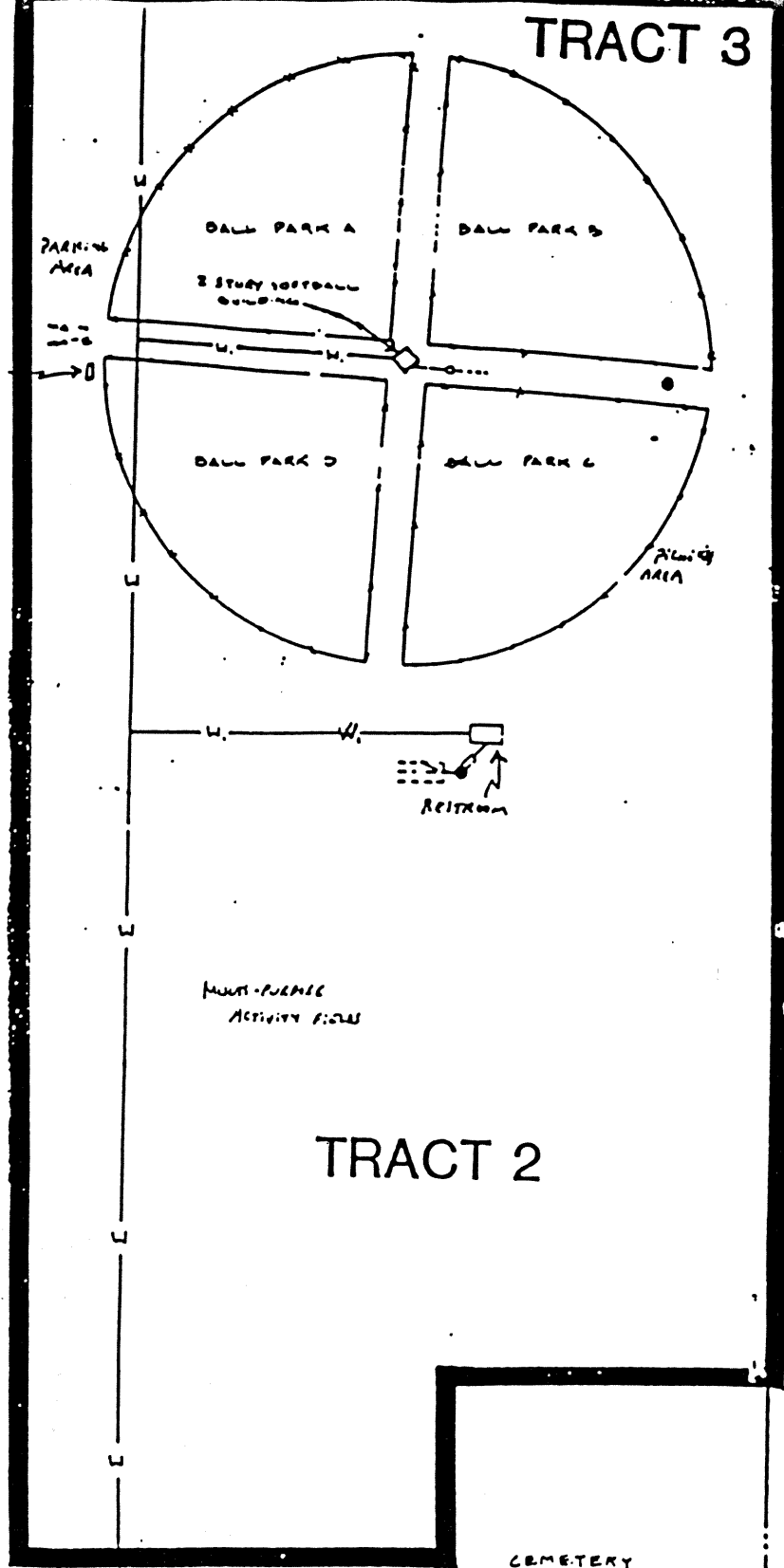
EXHIBIT "A"

SOFTBALL COMPLEX



Section 33

Township 18 North, Range 2 East, Seward Meridian



TRACT 3

TRACT 2

CEMETERY



9/20/09

ACRE PARCEL

Limit of leased area

SOFTBALL

Chain link fence

16' high

8'

4'

AMERICAN LEGION FIELD

200' RADIUS

-WELL

RESTROOMS

RESTROOM SEPTIC SYSTEM
SEE ENLARGED PLAN BELOW

1

PARKING LOT

PARKING LOT

2 acres parking RECORD DRAWING

CONCESSION STAND

COMPLEX

275'

CONCESSION STAND

CONCESSION STAND SEPTIC SYSTEM
SEE ENLARGED PLAN AT RIGHT.

Each field has 2
40 person bleachers
and 2 Team dugouts

Concession stand is
concrete block on slab,
24' X 24'

SHEET 1 OF 3

CITY OF WASILLA

BUMPUS SOFTBALL COMPLEX

WR 95-17

EXHIBIT N

EXHIBIT "3" A

**SCOPE OF WORK: Mat-Su Softball Association
For
BUMPUS BALLFIELD COMPLEX**

Provide for the following:

1. Daily and week-end trash pickup (haul to City provided dumpster), cleaning of the complex grounds and parking areas.
2. Maintenance, leveling, weed control of infields.
3. Weekly inspection of facilities and site for hazardous conditions and immediate remedy or reporting of hazardous conditions.
4. Minor repair of equipment, dugouts and signs as needed.
5. Painting of buildings, dugouts, signs and other facilities as needed.
6. Weekly inspection of electrical, water and sewage disposal system and minor repair as needed.
7. Being allotted one (1) pumping per week of the porta toilets, should the need arise for additional pumping the Association will incur this cost.
8. The City of Wasilla shall be responsible for winterization and dewaterization of the building, as well as all non-routine building maintenance such as plumbing, electrical and structural work.
9. Redo and maintain infields in a playable condition
10. Maintain and perform minor repairs to concessions area of the building.

WR 95-17 EXHIBIT 3 A

EXHIBIT "3" B

SCOPE OF WORK: City of Wasilla
For
BUMPUS BALLFIELD COMPLEX

Provide for the following:

1. A dumpster, located at the complex for trash removal
2. Mowing, weed control, turf care and maintenance (fertilizing and reseeded) of the outfields
3. Replace existing fixture(s) for water supply used for watering fields.
4. Watering during peak periods of use and no rain conditions as needed.
5. The City of Wasilla shall be responsible for winterization and dewaterization of the building, as well as all non-routine building maintenance such as plumbing, electrical and structural work.
6. The City shall be responsible for the locking of the gate located on Mystery Avenue
7. The City shall provide porta toilets for the complex and allot one (1) pumping per week
8. City shall arrange for the installation of telephone line and jacks to the concessions building.
9. City shall provide materials for the construction of an awning on the building and a counter at the concessions window. Association will provide construction and labor of the above.
10. Many of the fencing posts were not set in concrete when complex was constructed and the doors on the dugouts are not in proper place, for safe entry on and off the fields during play. The City will reset posts and gates in accordance with MSSA specs.
11. City will install a cap on runway fencing to avoid injury to players and/or spectators.

WR 95 17 EXHIBIT 3 B