



City Council

Agenda Item

Subject: Approval of a 3-Year Facility Use Agreement for the Watertown Stadium between the Watertown School District 14-4 and the City of Watertown.

Meeting: City Council - Feb 18 2025

From: Dusty Rodiek, Director of Parks, Recreations & Forestry

BACKGROUND INFORMATION:

The city and school district have a long history of entering into use agreements for facilities. This 3-year agreement provides for continued community use of the Watertown Stadium. The primary user during the summer season will be the Watertown Baseball Association for their upper-age group teams. Additional identified uses will be for the recreation division's youth football and other programs. The term was set to provide a secure venue for the 2025 Legion Baseball State Tournament and to allow time for planning and fundraising for either a major renovation to the stadium or the development of an alternate location. Under this agreement the ownership of the site is retained by the school district.

FINANCIAL CONSIDERATIONS:

During the term of this agreement the city agrees to pay for the utilities and general maintenance costs. The bulk of these costs (approximately 75%) will be offset by a separate but concurrent agreement between the City and the Watertown Baseball Association.

OVERSIGHT / PROJECT RESPONSIBILITY:

Dusty Rodiek – Parks, Recreation & Forestry Director

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the 3-Year Facility Use Agreement for the Watertown Stadium between the Watertown School District 14-4 and the City of Watertown.

ATTACHMENT(S):

[School- City Stadium agreement draft](#)



Facility Use Agreement

This Facility Use Agreement ("Agreement") is made and entered into on [Date], by:

Facility Owner/Operator:

Watertown School District 14-4
200 9th Street Northeast, Watertown, SD 57201

AND

Tenant:

City of Watertown
23 2nd Street NE, Watertown, SD 57201

1. Facility

The facility subject to this agreement is located at:
Watertown Stadium
1600 West Kemp Ave, Watertown, SD 57201

**Facility excludes surrounding District owned lots.*

2. Purpose of Use

The facility will be used for the following purpose(s): Watertown Baseball Association Use

3. Duration of Use

- March 1, 2025 and terming on March 1, 2028.

4. Payment and Fees

The Tenant agrees to pay the following fees for use of the facility:

- Actual Cost of Utilities, (Electrical, Gas, Water, Sewer) at an estimated yearly total of \$18,500.
 - Utilities will be billed to the City on a month-by-month basis with a due date of the 30th of each billing.
 - Other services; including but not limited to garbage services, etc.



- Actual Cost of maintenance and repairs
 - The stadium structure and use will be rented out on an as is condition. Any updates to the facility to host baseball will be at the cost of the Tenant.
 - This Lease and Facility Use Agreement shall be considered a triple-net Lease and Facility Use Agreement, and facility owner shall have no obligation for any costs related to the occupancy or use of the facility, including, but not limited, to costs for capital improvement, structural repairs and maintenance, ordinary repairs and maintenance, facility services and supplies, and other miscellaneous costs.

5. Responsibilities of the Tenant

The Tenant agrees to:

- Use the facility solely for the agreed-upon purposes .
- Maintain the cleanliness and orderliness of the facility during and after use.
- General maintenance of the stadium facility.
 - Tenant will be responsible for mowing and general maintenance of stadium facility, including the cleaning and maintenance of general areas including locker rooms, concession stands, and any other areas that will be utilized.
 - Snow removal and general maintenance to prepare the facility for the winter months.
- Ensure all equipment and property are returned to their original state.
- Comply with all applicable laws, ordinances, and facility rules.
- Provide adequate supervision for all participants and attendees.

Tenant shall not permit any act, sale, or storage that may be prohibited under standard forms of fire insurance policies, nor use the premises for any such purpose. In addition, no use shall be made or permitted to be made that shall result in (1) waste on the demised premises; (2) use that may be of disturbance to the city and surrounding neighborhood; (3) improper, unlawful or otherwise objectionable uses. Tenant shall comply with all governmental regulations and statutes affecting Watertown School District premises, now and in the future.

6. Indemnification and Liability

The Tenant agrees to indemnify and hold harmless the Facility Owner from any and all claims, damages, or liabilities arising out of or in connection with the Tenant's use of the facility, including but not limited to injury or damage to persons or property, and including damages arising out of structural defects in the facility itself.

8. Insurance Requirements

Facility Owner shall maintain property and commercial general liability insurance in an amount determined by Owner. Owner shall not insure any of Tenant's personal property and shall not be liable for any damage to Tenant's personal property, furnishings, or fixtures.



9. Termination of Agreement

The Facility Owner reserves the right to terminate this Agreement if the Tenant fails to comply with any of the terms and conditions set forth herein.

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements or understandings, whether written or oral, concerning the subject matter of this Agreement.

10. Signatures

By signing below, the parties agree to the terms and conditions outlined in this Facility Use Agreement.

Facility Owner/Operator:

Signature: _____

Name: [Printed Name]

Date: _____

Tenant:

Signature: _____

Name: [Printed Name]

Date: _____