



City Council Memorandum

To: Mayor Hoffman-Fasbender & City Councilmembers
From: Jeff Elliott, Arena Manager
Date: October 16, 2023
Item: Hastings Civic Arena Ice Rental Agreement – ISD 200

Council Action Requested: Approve the agreement between Hastings Civic Arena and Independent School District 200 for ice rental season 2023-2024.

Background Information: ISD 200 utilizes the Hastings Civic Arena as their home rink for all ice hockey seasons, and they are one of our major ice rental customers. Trent Hanson the Hastings High School Athletic Director has asked for a formal agreement between City and School with regard to ice rental at the Civic Arena. Staff agree that an agreement is in order and will be a good tool for both City and School to utilize and will set a baseline in understanding the responsibilities of each party.

City staff have reviewed agreements between other cities and school districts, and have utilized information gathered from those to craft the agreement being proposed. Staff have also worked with the City Attorney to ensure language is appropriate and the terms of the agreement are reasonable and acceptable from the City's perspective. Staff provided the School Athletic Director with a draft copy, and no revisions were proposed.

Financial Impact: The City will charge ISD 200 ice rental rates according to fee schedule, and ISD 200 will pay the charges as noted in the agreement. Revenue for the City will remain as projected within the annual budget.

Advisory Commission Discussion: None

Council Committee Discussion: None

Attachments:

- 2023-2024 Ice Rental Agreement
- 2023-2024 ISD 200 Hours Report

ICE RENTAL AGREEMENT

CONTRACT FOR: Ice Time Rental between Independent School District 200 and the City of Hastings.

Contract Period: **October 30, 2023- March 1, 2024**, unless terminated earlier by law or as provided herein.

THIS CONTRACT is made and entered into by and between Independent School District 200, a body corporate and politic existing under the laws of the State of Minnesota (hereinafter referred to as “the District”), and the City of Hastings, a Minnesota municipal corporation (hereinafter referred to as the “Contractor”).

WHEREAS, the District desires to purchase ice time from the Contractor; and

WHEREAS, the Contractor owns and operates an indoor ice arena located at 2801 Redwing Blvd, Hastings, MN 55033 (hereinafter referred to as the “Arena”).

NOW, THEREFORE, in consideration of the premises and in further consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereto have contracted and agreed as follows:

1. The Contractor shall deliver to the District the ice rental at the Arena as specifically described in Attachment A, and detailed in the attached rental schedule which is attached hereto and made a part hereof.
2. The District shall pay the Contractor for services satisfactorily performed or product satisfactorily delivered, if any, in the amount of \$84,246.90 plus additional amounts as described in Attachment A, which shall be invoiced by the Contractor at the end of each month’s use and paid by the District within 30 days of the invoice date.
3. This Contract is the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings or agreements. Any alterations, variations, modifications or waivers of this Contract shall only be valid when they are agreed to in writing and signed by authorized representatives of the District and the Contractor. Either party may cancel this Contract for cause upon 30 days written notice to the other party and the Contractor reserves the right to reschedule dates and times of ice time as reasonably deemed necessary by the Contractor.
4. Minnesota law shall be used to construe and interpret this Contract, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in Dakota County and the State of Minnesota.
5. All of the data created, collected, received, stored, used, maintained, or disseminated by the District and the Contractor in the performance of this Contract is subject to the

requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, the Family Educational Rights and Privacy Act (FERPA), 20 USC §§ 1232g and rules and regulations promulgated under these laws. Under Minn. Stat. §16C.05, Subd. 5, the District's and the Contractor's books, records, documents, and accounting procedures and practices relative to this Contract are subject to examination by the State of Minnesota and/or the Minnesota State Auditor or Legislative Auditor, as appropriate for a total of six years.

6. The Contractor and the District shall each be responsible for the acts of their respective officers, employees and agents, and not the acts of the other party's officers, employees or agents. Under no circumstances, however, shall a party be required to pay on behalf of itself and the other party, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for the parties may not be added together to determine the maximum amount of liability for any party. It is the intention of the parties that the Contractor is and shall be considered an independent contractor. The Contractor and the District agree to keep in effect policies of commercial general liability insurance to insure against liabilities up to \$1,000,000 for each claimant and \$1,000,000 for each single occurrence. The Contractor and the District agree to comply with all applicable workers' compensation laws in Minnesota.
7. Neither party shall assign this Contract or any of the rights, duties or payments arising under this Contract to any third party without the written consent of the other.
8. All notices required under this Contract must be in writing and provided to the designated contact person for the other party. The parties shall keep each other informed in writing of any change in the designated contact person. At the time of the execution of this Contract, the following persons are the designated contacts:

District Contact

Trent Hanson
Athletic Director
200 General Sieben Dr. West
Hastings, MN 55033
(651) 480-0332

Contractor Contact

Jeff Elliott
Civic Arena Manager
City of Hastings
920 West 10th Street
Hastings, MN 55033
(651) 480-6195

9. If any portion of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties under this Contract shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
10. The District, its officers, agents, employees and invitees shall follow all non-discriminatory rules and regulations, imposed by the Contractor for users of the facility.

IN WITNESS WHEREOF, the undersigned parties hereby acknowledge that they have read and understand the contract documents and have executed this Contract on the dates recorded below.

INDEPENDENT SCHOOL DISTRICT 200

Date: _____

Authorized Signature

Print or Type Name of Signatory

Director of Finance/Superintendent

Organization

CONTRACTOR

Dated: _____

**CITY OF HASTINGS,
A Minnesota Municipal Corporation**

By: _____
Mary Fasbender, Its Mayor

(SEAL)

By: _____
City Clerk

ATTACHMENT A

1. The ice rental dates shall begin October 30, 2023 and run through March 1, 2024.
2. Schedule of reserved dates and times is defined as:
 - a. Per attached customer schedule and as agreed upon by school athletic director.
3. Ice rental rates for the contract term are set at **\$215.00/ice hour**.

Total value of ice time at time of contract - \$81,031.69

- a. High School locker room usage fee **\$12.01/ice hour**.
4. Contractor is responsible for cleaning up the rental area to its pre-event condition at the end of each rental and contractor shall provide an on-duty manager and ice maintenance personnel, the game announcer, score keeper and ticket personnel and charge the district \$225.00 per game.
5. The District (each high school) will receive all ticket sales revenue.
6. The District (each high school) will provide a mutually agreed upon number of crowd control staff.
7. The District (each high school) will provide event referees and off-ice officials.

Permit Master Report

Permit #: From 575 through 578

Permit #	Agent / Organization / Phone	Address	Expiration Date / Status / Site	Permit Notes	Total Charges	Balance Due
R575	Trent Hanson	200 General Sieben Drive	N/A		\$20,987.40	\$20,987.40
Mar 21, 2023	Hastings High School (Tax Exempt)	Hastings, MN 55033	Approved			12/29/2023 12:00:00 AM
	Jeff Elliott		Hastings Civic Arena			
	Event List	<u>Event</u>	<u>Facility / Equipment / Instructor</u>	<u>Center</u>		
		HS Boys	Civic Arena West Rink	Hastings Civic Arena		
		HS Boys	Civic Arena McGree East Rink	Hastings Civic Arena		
		HS Girls	Civic Arena West Rink	Hastings Civic Arena		
		HS Girls	Civic Arena McGree East Rink	Hastings Civic Arena		
		HS Girls Game	Civic Arena McGree East Rink	Hastings Civic Arena		
R576	Trent Hanson	200 General Sieben Drive	N/A		\$20,673.09	\$20,673.09
Mar 21, 2023	Hastings High School (Tax Exempt)	Hastings, MN 55033	Approved			1/31/2024 12:00:00 AM
	Jeff Elliott		Hastings Civic Arena			
	Event List	<u>Event</u>	<u>Facility / Equipment / Instructor</u>	<u>Center</u>		
		HS Boys	Civic Arena West Rink	Hastings Civic Arena		
		HS Boys	Civic Arena McGree East Rink	Hastings Civic Arena		
		HS Boys Game	Civic Arena McGree East Rink	Hastings Civic Arena		
		HS Girls	Civic Arena West Rink	Hastings Civic Arena		
		HS Girls	Civic Arena McGree East Rink	Hastings Civic Arena		
		HS Girls Game	Civic Arena McGree East Rink	Hastings Civic Arena		
R577	Trent Hanson	200 General Sieben Drive	N/A		\$27,006.35	\$27,006.35
Mar 21, 2023	Hastings High School (Tax Exempt)	Hastings, MN 55033	Approved			2/29/2024 12:00:00 AM
	Jeff Elliott		Hastings Civic Arena			
	Event List	<u>Event</u>	<u>Facility / Equipment / Instructor</u>	<u>Center</u>		
		HS Boys	Civic Arena West Rink	Hastings Civic Arena		
		HS Boys	Civic Arena McGree East Rink	Hastings Civic Arena		
		HS Boys Game	Civic Arena McGree East Rink	Hastings Civic Arena		
		HS Girls	Civic Arena West Rink	Hastings Civic Arena		
		HS Girls	Civic Arena McGree East Rink	Hastings Civic Arena		
		HS Girls Game	Civic Arena West Rink	Hastings Civic Arena		
		HS Girls Game	Civic Arena McGree East Rink	Hastings Civic Arena		
R578	Trent Hanson	200 General Sieben Drive	N/A		\$12,364.85	\$12,364.85
Mar 21, 2023	Hastings High School (Tax Exempt)	Hastings, MN 55033	Approved			3/29/2024 12:00:00 AM
	Jeff Elliott		Hastings Civic Arena			
	Event List	<u>Event</u>	<u>Facility / Equipment / Instructor</u>	<u>Center</u>		
		HS Boys	Civic Arena West Rink	Hastings Civic Arena		

Permit Master Report

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8/10

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	HS Boys	Civic Arena McGree East Rink	Hastings Civic Arena			
	HS Boys Game	Civic Arena McGree East Rink	Hastings Civic Arena			
	HS Girls	Civic Arena West Rink	Hastings Civic Arena			
	HS Girls	Civic Arena McGree East Rink	Hastings Civic Arena			

Total # of Permits: 4

Grand Total:

\$81031.69

\$81031.69

W = Work Phone H = Home Phone

RS II