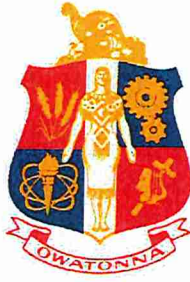


# THE CITY OF



# OWATONNA

540 West Hills Circle  
Owatonna, MN 55060-4794  
Ph. (507) 444-4300  
FAX: (507) 444-4394

DATE: January 29, 2021  
TO: Mayor and City Council, City Administrator  
FROM: Tim Truelson, Recreation Manager  
SUBJECT: Concessions agreement with Huskies Bullpen Club

**Purpose:**

Council approval to accept the yearly concessions agreement with Huskies Bullpen Club

**Background:**

The City owns the property of several facilities that the Huskies Bullpen Club has the desire to sell concessions at. In turn the Huskies Bullpen Club keeps 100% of the profits and agrees to provide funds for improvements at the facilities they sell concessions at, with these improvements be mutually agreed upon by the City. Examples of past improvements include upgrades to dugouts and scoreboards at numerous facilities.

**Budget Impact:**

There would not be any budget impact as Huskies Bullpen club is providing a service to their participants.

**Staff Recommendation:**

Staff recommends approval of the yearly concessions contract with service with Huskies Bullpen Club.

## INDEPENDENT CONTRACTOR AGREEMENT TO OPERATE FOOD CONCESSIONS

THIS AGREEMENT made and entered this January 1, 2021 by and between the City of Owatonna, a municipal cooperation, hereinafter referred to as City and the Owatonna Huskies BullPen Club, hereinafter referred as contractor.

WHEREAS, City manages and operates the softball and baseball facilities located within the City of Owatonna and deems it appropriate to have the following services performed at said Facility, sale of food and beverage concessions.

WHEREAS, Contractor desires to provide such services and will provide equipment necessary to provide such services, and

WHEREAS, Contractor agrees to perform there services for the City under the terms and conditions set forth in this agreement;

NOW THEREFORE, in consideration of the foregoing, and consideration of the promises hereinafter set forth, City and Contractor mutually agree as follows:

### CONTRACTOR RESPONSIBILITIES:

1. Contractor shall be deemed an independent contractor, and not an employee of the City.
2. Contractor shall assume responsibility for day to day operation of food and beverage concession operation at Jaycee Park, Manthey Park Baseball, and rights to Darts Park. Contractor must work out agreements with other users of Darts Park.
3. Contractor shall be responsible for marketing and promoting the food and beverage concessions operation during the contract period.
4. Contractor shall provide proof of licenser with the Minnesota Department of Agriculture before concession activity begins.
5. The food and beverages furnished by the contractor shall be wholesome, palatable, nutritious, and shall be professionally prepared and presented.
6. The City reserves the right to approve or disapprove requested food and beverage items. No alcohol or tobacco products may be sold by contractor.
7. Contractor shall be responsible for the management and operation of the food and beverage concessions on the premises, including but not limited to general supervision of food service area, training, and delivery of food and beverages at the premises, and purchases of necessary non-food operating supplies, such as paper goods, cleaning supplies, and supervision of sanitation and safety practices in food service.
8. Contractor agrees to maintain such insurance as will fully protect both Contractor and City from any and all claims under any Worker's Compensation Act or employer's liability laws, and from any and all other claims of whatsoever kind or nature for the damage to property or for personal injury, including death, made by



OWATONNA HUSKIES BULLPEN CLUB

By: M. Franter 2/1/21  
MATT FRANTER PRESIDENT Date

CITY OF OWATONNA, MINNESOTA,  
A MUNICIPAL CORPORATION, LESSOR

By: \_\_\_\_\_  
Thomas A. Kuntz, Mayor Date

By: \_\_\_\_\_  
Kris M. Busse, City Administrator Date