

White Pine County School District

1135 Avenue C Ely, Nevada 89301 (775) 289-4851 FAX (775) 289-3999



November 5, 2009

Mr. Jim Allworth
City of Ely
501 Mill Street
Ely, NV 89301

Dear Mr. Allworth:

This letter is in response to your office submitting a request for a payment in the sum of \$10,000 for the use of Broadbent Park for the 2009-2010 school year. During our negotiation session on September 29, 2009; your team acknowledged that the City of Ely was open to negotiations but would not accept less than \$10,000 for the use of Broadbent Park for the current school year. I mentioned that I did not believe the WPCSD Board of Trustees would approve a payment of \$10,000 for this school year due to the reduction in the use of the facility by the school district. I submitted to your negotiation team a list of activities that the school district had conducted at Broadbent Park prior to the 2009-2010 school year and the list of activities the district had intended on using for the 2009-2010 school year (see Attachment A). As you can see from the attachment, the district has made significant reductions to the use of the field. We have eliminated the use of all White Pine High School fall activities and moved all middle school football games to the current WPHS athletic field. The middle school football program used the field from August 17th until the final practice on October 9th. Additional use of the park by the school district included some of the WPMS physical education classes during the month of September. This spring the district may require use of the field for three scheduled home game contests and practice if this is permissible.

With the significant reduction in the use of the facility by the school district including no longer using the field lights, large football bleachers, concession stand and restrooms; it is the districts position that the previous fee of \$10,000 is excessive and that a rate reflecting the current use of the field by the school district be considered. We also discussed during the negotiation session that the contract between the City of Ely and the White Pine County School District states in Article 3 that the City of Ely will maintain the field at its own expense in a condition suitable for football, baseball, physical education, and other school activities (see Attachment B). It seems that this Agreement was not intended to reimburse the City for its cost to operate Broadbent Park because Article 3 states these operating expenses will be incurred by the City. If you have incurred non-operating expenditures on the District's behalf and obtained authorization from the District that indicated we would reimburse the City for the expense(s); please provide a copy of the authorization, invoices, and checks so we may present the information to our Board of Trustees.

BOARD OF SCHOOL TRUSTEES

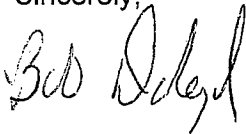
*Lori A. Hunt, Chair • Matt Hibbs, Vice Chair • Bunny Hill, Clerk
Irene Chachas, Member • Denys Koyle, Member • Pete Mangum, Member • Cyndi Sanborn, Member
Bob Dolezal, Superintendent*

Your team indicated that you would take this information back to the City Council and let us know if there was any change in the position of the City Council. I provided some background during the discussion as I have been involved in the district use of Broadbent Park since 1992 when I served as the principal of White Pine High School. At that time the payment made to the city by the school district was to assist in the cost of the field lights. I understand that the district has been paying the cost of the field lights used at Broadbent Park in addition to the annual contract since September 2008.

Thank you for your notification regarding the agenda item on the November 12th City Council meeting regarding the use of Broadbent Park by the School District. We have made arrangements with White Pine County to use their facilities for baseball and softball for at least the next five years. The district may want the use of Broadbent Park for three scheduled home baseball contests and some practice sessions for this upcoming baseball season. We appreciate the willingness of the city to revisit the billing for the use of this facility for the White Pine Middle School football practice sessions and possible baseball activities.

Please contact me if you have any questions.

Sincerely,



Bob Dolezal
Superintendent

Cc: Members Ely City Council: DiCianno, Bybee, Marich, Meyer, Northness
Mayor Jon Hickman
Members White Pine County School District Board of Trustees: Hunt, Hibbs, Hill, Chachas,
Koyle, Mangum, Sanborn
Mark Bechtel, Assistant Superintendent, WPCSD
Paul Johnson, Chief Financial Officer, WPCSD

Enc: Attachment A: District Use of Park
Attachment B: Broadbent Park Contract

Attachment A

White Pine County School District use of Broadbent Park prior to 2009-2010 school year.

Fall:

White Pine High School football: varsity and JV games and team practice. Use of lights for night games and some night time practice.

MS Football: games and team practice. Games on Saturday's. No night games

WPHS Marching Band Practice including night practice and use of lights.

Homecoming activities including Parade and floats driven into the park. Powder puff football game using lights.

Spring:

WPHS: Varsity and JV baseball games and practice. All games are day games

Middle School use for PE programs during fall and spring months. Majority of the time PE uses county part across the street from the school.

Current School District needs:

Fall

MS Football: team practice. Games conducted at WPHS.

Spring

WPHS: Varsity and JV Baseball games and practice. All games are day games



Attachment B

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made and entered into this 5th day of February, 2008, by and between the City of Ely, a municipal corporation organized under the general law of the State of Nevada, by and through its duly elected City Council, hereinafter referred to as the "City", and the Board of School Trustees, White Pine County School District, White Pine County, State of Nevada, hereinafter referred to as the "District".

WITNESSETH

WHEREAS, the City owns and operates a Municipal Park in the City of Ely commonly known as Broadbent Park (the "Park"), and

WHEREAS, the Park is regularly used by the District for school activities; and

WHEREAS, the Ely City Council is authorized and empowered pursuant to Chapter 266 of the Nevada Revised Statutes to enter into leases of real property owned by the City of Ely for the benefit of the city;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The City hereby leases to the District for a term of One (1) year commencing on the 27th day of January 2008 and ending on the 1st day of February 2009, approximately ten (10) acres of land known as the Broadbent Municipal City Park, owned and controlled by the City, in consideration of an annual fee of Ten Thousand Dollars (\$10,000.00). The annual fee, referred to herein, shall be due and payable on or before the first (1st) day of August of each year. If the District shall default in the payment of said annual fee by the due date set forth above, or in the compliance with any covenant, agreement or condition hereof upon its part to be kept and performed, then in such event, the City may, upon ten (10) days prior written notice thereof given to the District, declare a forfeiture hereof upon the ground or grounds set forth in the notice, and unless the default is corrected within fifteen (15) days from receipt of the notice, all right hereunder to use the Park by the District or any of its agents or assigns shall immediately terminate.

2. The District shall not authorize any other organizations to utilize the Park under the terms of this agreement without prior written authorization from the City and without the City collecting any additional funds deemed necessary by the City to address damages to the field and to continue to maintain the Park

3. The City will, at its own expense, maintain the Park, including reseeding, fertilizing, watering the grass and maintaining the watering system with the exception of the additional uses as noted in Paragraph 2. The maintenance will be performed with the understanding that the football field and Park are to be maintained in suitable condition for football, baseball, physical education and other school activities.

4. It is recognized and agreed by the parties hereto that the use of the Park by the District shall be a non-exclusive use. The District recognizes and acknowledges that the Park shall also be used by the general public and by other organizations, groups, parties or persons during the period of this Agreement. The District shall, prior to scheduling activities during the Spring and Fall that may affect use of the Park, furnish to the City a list of all such activities that will require the Park facilities. In the event the District deems it necessary to schedule an unforeseen activity, the District shall give the City such advance notice thereof as time permits, but in no event less than forty-eight (48) hours notice, to the end that such unscheduled activities will not interfere with the scheduled activities of other organizations, groups, parties or persons. In the event that such unscheduled events conflict with other scheduled events in the Park, the District's right to use said Park and facilities shall be denied for that event.

5. At the conclusion of each and every scheduled activity, the District will cause all debris, litter, etc., resulting from such scheduled activity, to be cleaned, cleared and removed from the Park. Furthermore, a representative of the District shall, with a representative of the City, inspect the restroom facilities at the Park and any damages noted shall become the responsibility of the District, and any necessary repairs to the restroom as a result of vandalism or other acts committed during the District sponsored activity shall be paid for by the District.

6. The Office of the City Clerk for the City of Ely shall be the contact point for all communications with the City regarding scheduling of District events and activities in the Park. The following personnel are the only agents of the District authorized to arrange scheduling of District events and activities in the Park: (1) the Principal of White Pine High School, (2) the Vice-Principal of White Pine High School, (3) the Athletic Director of White Pine High School, (4) the District Superintendent, (5) the Principal and Vice-Principal of White Pine Middle School, and (6) the Athletic Director of White Pine Middle School. No scheduling of Park use will be arranged through coaches, teachers or other school personnel, except as set forth herein.

7. The District recognizes that other events scheduled for use of the Park facilities may involve the placement or use of certain vehicles and equipment upon the track or playing field(s). The City accepts full responsibility to assure that such uses will not adversely impact the track or playing field(s) for the purpose of maintenance of the Park and for public safety (i.e. ambulances and police vehicles) when the Park is being used for District sponsored events and activities.

8. The City and the District agree that the City will make a reasonable effort to provide storage facilities on Park premises for the storage of the District's athletic equipment and supplies; however, the District agrees that in the event the City requires other usage of the storage facilities located on Park premises, presently being used by the District for storage of athletic equipment and supplies, said storage facilities shall be immediately relinquished to the City and the District shall locate other facilities for the storage of its equipment and supplies away from Park premises.

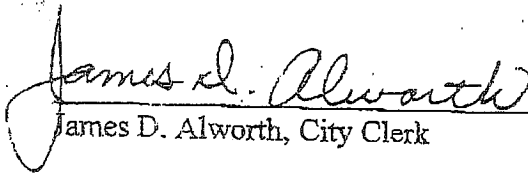
9. This Agreement shall be renegotiated during the month of December each year, or as soon thereafter as possible, for the succeeding school year.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be adopted, ratified and approved by their respective bodies.

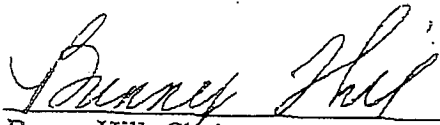
CITY OF ELY

By 
Jon Hickman, Mayor

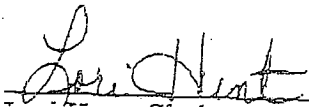
ATTEST:


James D. Alworth, City Clerk

WHITE PINE COUNTY DISTRICT OF
SCHOOL TRUSTEES

By 
Bunny Hill, Chairperson

ATTEST:


Lori Hunt, Clerk