

**MEDICINE HAT PUBLIC BOARD OF EDUCATION OPERATES AS MEDICINE HAT PUBLIC SCHOOL DIVISION,
AND FOR THE PURPOSE OF THIS DOCUMENT WILL BE REFERRED TO AS "MHPSD" AND/OR "DIVISION"**

SECTION 800 – Facilities and Transportation

ADMINISTRATIVE PROCEDURE - EXHIBIT: JOINT USE SUPPLEMENTAL AGREEMENT

<i>EXHIBIT CODE:</i>	<i>800 E 003</i>
Policy Reference: 800 – Facilities and Transportation	Procedure Code Reference: 800 AP 002 – Use of School Facilities

EXHIBIT

See below for agreement.

Revised: September 27, 2017

This agreement (this "Agreement") dated for reference this 27th day of September, 2017.

BETWEEN

City of Medicine Hat, a municipal corporation in the Province of Alberta

("City")

AND

Medicine Hat Public School District No. 76

("District 76")

AND

The Medicine Hat Catholic Board of Education

("Catholic Board")

AND

Medicine Hat College

("MHC")

BACKGROUND

- A. In 1982, the Parties agreed to jointly use certain facilities owned by the respective Parties. The agreement was amended in 1999.
- B. In 2014, the Parties began the process of revising and modernizing the agreement and in September 2017, the Parties established the most recent version of the Joint Use Agreement (the "JUA"), thereby reaffirming their commitment to the principles of the shared use of facilities owned by the respective Parties.
- C. Pursuant to the JUA, Community User Groups are allowed to book and use Educational Institutions' Facilities in exchange for a fee ("User Fees").
- D. Certain Educational Institution athletic fields, as more particularly defined in Schedule "A" (the "Playfields"), are slowly deteriorating due to the high demand of user groups.
- E. Each Educational Institution is solely responsible for the cost of maintenance, Capital and non-recurring items with respect to their respective Educational Institution Facility, including the Playfields.

- F. The revenue generated through User Fees covers the costs incurred by the Educational Institutions in relation to the use of Educational Institution Facilities, including the Playfields, under the JUA.
- G. Use of the Playfields by Community User Groups increases the wear and tear on the Playfields over and above what would normally be incurred by Educational Institutions' Operational Requirements alone.
- H. Periodic rehabilitation of the Playfields, as more particularly described in the Playfield Manual (the "Manual") attached at Schedule "B", as may be amended from time to time upon written agreement of the Parties ("Playfield Rehabilitation") is required to keep the Playfields in a good state of repair.
- I. In addition to Playfield Rehabilitation, first-class stewardship of the Playfields, as more particularly described in the Manual, as may be amended from time to time upon written agreement of the Parties ("Playfield Stewardship") is necessary to keep the Playfields in a good state of repair and reduce the frequency that Playfield Rehabilitation is necessary.
- J. The Parties wish to create a long term strategy for Playfield Stewardship and Rehabilitation in relation to the Playfields and have agreed to the Manual.
- K. The Educational Institutions want the City to assist in paying for Playfield Rehabilitation of the Playfields and the City wants to assist in paying for the rehabilitation of the Playfields because City residents benefit from the JUA and broader community access to the Playfields.

AGREEMENT

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY EACH OF THE PARTIES, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Capitalization

- 1.1. Capitalized terms used in this Agreement will have the meanings ascribed to them in the JUA unless otherwise defined in this Agreement.

2. Term and Renewal

- 2.1. The term of this Agreement will commence on October 1, 2017 (the "Start Date") and end on December 31, 2020 (the "Term") unless terminated earlier pursuant to this Article 8.4 of this Agreement.

3. Playfield Stewardship

- 3.1. Each Party shall maintain the Playfields it owns to the Playfield Stewardship standards established in the Manual.

4. Priority List

- 4.1. The Playfields will be considered for Playfield Remediation on a cost share basis as between the City and the Educational Institution(s) that own the Playfield ("Cost Share"), on a priority basis as established at Schedule "B" of the Manual, as may be amended from time to time (the "Priority List").
- 4.2. The Priority List may not be modified, amended, altered or supplemented except by the written agreement of all Parties.

5. Cost Share Playfield Selection

- 5.1. Based on the Priority List, the City, at its absolute discretion, shall select up to two Playfields for Cost Share ("Selected Field") per the City's financial year, which runs from January 1 to December 31 of the same year ("Financial Year").
- 5.2. Total funding provided by the City for all Selected Fields in a given Financial Year will not exceed \$20,000.00, unless otherwise agreed to by the City at its sole and absolute discretion.
- 5.3. The City shall assign a maximum funding allotment for each Selected Field (the "Maximum Allotment").

6. Cost Share Playfield Rehabilitation

- 6.1. No later than February 1st of the Financial Year that a Playfield has been selected for Cost Share pursuant to sections 5, the Educational Institution(s) that owns the Selected Field shall:
 - 6.1.1. submit to the City for approval, at its sole and absolute discretion, a plan for the Playfield Remediation of the Selected Field in accordance with the Manual ("Field Plan"). The Field Plan submitted will include at least the following elements:
 - 6.1.1.1. insurance coverage with a Certificate of Insurance in a form satisfactory to the City
 - 6.1.2. remediate the Selected Field in accordance with the approved Field Plan and in the Financial Year for which it was selected;
 - 6.1.3. invoice the City and provide appropriate receipts for the Playfield Remediation undertaken in accordance with the approved Field Plan.
- 6.2. The City shall reimburse Educational Institutions up to the Maximum Allotment for expenses necessarily incurred in the Playfield Remediation of Selected Fields in accordance with the approved Field Plan, provided that such expenses have been approved in advance by the City and appropriate backup documentation verifying the expenses is submitted to the City along with the invoice for payment.

6.3. The City shall pay all approved invoices within 30 days of receipt of said invoices.

7. Approval of the Agreement And Agreement Funding

- 7.1. This Agreement is expressly subject to and conditional upon the approval of the City's Municipal Council at a public meeting of the general terms and conditions of this Agreement, at Council's absolute discretion.
- 7.2. Any monies, funding or participation by or from the City pursuant to this Agreement is expressly subject to and conditional upon annual budgetary approval of the same by City Council.

8. Amendments

- 8.1. The Parties acknowledge and agree that the Provincial Government of Alberta is in the process of reviewing and amending the *Municipal Government Act* (Alberta). If an amendment(s) is proposed that may impact this Agreement (the "MGA Amendment"), the Parties shall meet at the earliest possible opportunity and no later than three weeks prior to the earliest proposed effective date of the MGA Amendment, to identify the impact of the MGA Amendment, if any, on the Agreement. If the Parties determine that the MGA Amendment impacts this Agreement in such a way that requires an amendment to this Agreement, the Parties shall negotiate in good faith to amend this Agreement as required. If the Parties are unable to agree upon such amendments prior to the effective date of the MGA Amendment, this Agreement will be terminated as of the earliest effective date of the MGA Amendment.
- 8.2. Subject to section 8.1 above, if any of the provisions of this Agreement, or any portions thereof, are held to be invalid under any applicable law, the invalid part or provision will be replaced with a provision which accomplishes, to the fullest extent possible, the original purpose of such part or provision in a valid manner, and the balance of this Agreement will remain in full force and effect.
- 8.3. Notwithstanding sections 8.1 and 8.2 above, this Agreement may not be modified, amended, altered or supplemented except by a written agreement executed by all Parties.
- 8.4. The City may terminate this Agreement upon 90 days written notice to the other Parties. If the City terminates this Agreement pursuant to this provision the City shall not be liable for any further payments under this Agreement and shall have no further liabilities and/or obligations in connection with this Agreement or the activities contemplated by this Agreement.

9. Liability

- 9.1. IN NO EVENT SHALL THE CITY BE LIABLE UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOSS OF PROFITS OR FOR ANY INDIRECT, INCIDENTAL,

CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY ANY EDUCATIONAL INSTITUTION OR OTHERS, EVEN IF THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Indemnification

10.1. Each Educational Institution shall indemnify, defend, and hold harmless the City, its officers, servants, employees, agents, contractors, sub-contractors and elected officials from and against any and all claims, damages, actions, cause of action, suits, judgments, costs (including solicitor and client costs) and expenses whatsoever suffered, brought against or incurred by them as a direct or indirect result of:

10.1.1. The performance or non-performance of any covenant, condition or term of this Agreement by the Education Institution, its officers, servants, employees, agents, contractors, sub-contractors, volunteers, invitees, students or patrons;

10.1.2. Any damage to any property whatsoever occasioned by or in connection with the Educational Institution's Playfield Stewardship or Playfield Remediation or by reason of any matter or thing done, permitted or omitted to be done by the Educational Institution, its officers, servants, employees, agents, contractors, sub-contractors, volunteers, invitees, students or patrons;

10.1.3. Any injury to any person or persons, including death occasioned by or in connection with the Educational Institution's Playfield Stewardship or Playfield Remediation or by reason of any matter or thing done, permitted or omitted to be done by the Educational Institution, its officers, servants, employees, agents, contractors, sub-contractors, volunteers, invitees, students or patrons;

10.1.4. Any damage to property belonging to the Educational Institution, or its officers, servants, employees, agents, contractors, sub-contractors, volunteers, invitees, students or patrons, or any injury to or death of any officer, employee, servant, agent, contractor, sub-contractor, volunteer, invitees, student or patron of the Educational Institution occasioned by or in connection with the Educational Institution's Playfield Stewardship or Playfield Remediation or by reason of any matter or thing done, permitted or omitted to be done by the Educational Institution, its officers, servants, employees, agents, contractors, sub-contractors, volunteers, invitees, students or patrons

save and except to the extent only that such claims, damages, actions, causes of action, suits, judgements, costs (including solicitor and client costs) and expenses arising from the negligent acts or omissions or willful misconduct of the City, its officers, servants, employees, agents, contractors or sub-contractors. This indemnity provision will survive the expiry or earlier termination of this Agreement.

11. Force Majeure

- 11.1. No Party shall be responsible for any failure to perform its obligations under this Agreement due to unforeseen circumstances or causes beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, shortages or delays of transportation, facilities, fuel, energy, supplies, labour or materials. In the event of any such delay, the delayed Party may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

12. General

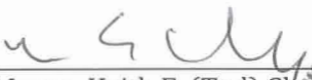
- 12.1. The headings used in this Agreement are for reference purposes only and are not to be considered or taken into account in construing, and not to be deemed to in any way qualify, modify or explain the effects of, the terms of the Agreement.
- 12.2. This Agreement does not create, and shall not be construed as creating, a joint venture, partnership or employment relationship between the Parties.
- 12.3. The Parties acknowledge that this Agreement and any documents submitted to the City are subject to the *Freedom of Information and Protection of Privacy Act* (Alberta).
- 12.4. This Agreement, including the attached Schedules, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement.
- 12.5. This Agreement will be governed by the laws of Alberta. The Parties hereby attorn to the exclusive jurisdiction of the Courts of Alberta (and all courts competent to hear appeals from the Courts of Alberta) to hear any and all actions or matters arising out of or related to this Agreement.
- 12.6. This Agreement may be executed in any number of counterparts and delivered by facsimile transmission or other means of electronic communication capable of producing a printed copy, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.
- 12.7. This Agreement, and any other documents and instruments given pursuant to this Agreement will enure to the benefit of and be binding upon the parties and the respective heirs, executors, administrators, successors, and permitted assigns, as the case may be.
- 12.8. No Party shall, by mere lapse of time, without giving written notice thereof, be deemed to have waived any breach by any other Party of any terms or provisions of this Agreement; and the waiver by a Party of any such breach shall not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DATES SET OUT BELOW.

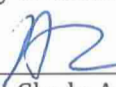
The City has executed this Agreement on the 29 of Sept, 2017

CITY OF MEDICINE HAT

PER



Mayor: Keith E. (Ted) Clugston



City Clerk: Angela Cruickshank



APPROVED 

Chief Administrative Officer
APPROVED 

City Solicitor

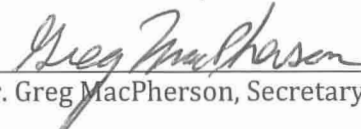
Catholic Board has executed this Agreement on the 6 of Oct, 2017

THE MEDICINE HAT CATHOLIC BOARD OF EDUCATION

PER



Mr. Richard Mastel, Board Chair



Mr. Greg MacPherson, Secretary Treasurer

District 76 has executed this Agreement on the 10 of OCT, 2017

MEDICINE HAT PUBLIC SCHOOL DISTRICT NO. 76

PER



Mr. Rick Massini, Board Chair

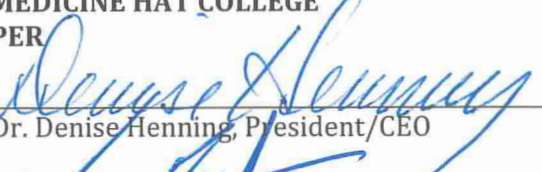


Mr. Jerry Labossiere, Secretary Treasurer

MHC has executed this Agreement on the ____, of ____, 2017

MEDICINE HAT COLLEGE

PER



Dr. Denise Henning, President/CEO



Mr. Wayne Resch, Vice-President,
Administration & Finance

SCHEDULE A – PLAYFIELDS

Crescent Heights High School Main (CHHS Main)
Crescent Heights High School Oval (CHHS Oval)
Monsignor McCoy High School (McCoy)
Family Leisure Centre NW (FLC NW)
Family Leisure Centre NE (FLC NE)
Family Leisure Centre South (FLC S)
Medicine Hat College (MHC) – soccer field
Medicine Hat High School (MHHS)
South Ridge Community Park (SRCP)
Southview School (SS)
Ross Glen Town Centre (RGTC)
Notre Dame Academy (NDA)
Roy Wilson Learning Centre (RWLC)

SCHEDULE B – PLAYFIELD MANUAL

Playfield
Manual

June 1

2017

City of Medicine
Hat Parks and
Recreation
Department

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Updated: June 2017

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Playfield Manual

Updated: June 2017

Terms and Definitions:

Parks Bylaw #2527	All sport fields are governed by the applicable City and Parks bylaws
Joint Use Agreement (JUA)	Refers to the hours of use and groups that are considered part of the Joint Use Agreement; all applicable joint use agreement points shall be consistent with the City of Medicine Hat Playfield maintenance document
Playfield Maintenance	Level of maintenance provided for each class of playfield (CSD, PSD, City, College)
Booking	All facility bookings shall be made with the Facilities Coordinator at the Family Leisure Centre to obtain availability and necessary permits
Special Circumstances and Arrangements	There may be circumstances where user groups have specific contracts or agreements regarding maintenance and use; and this document may not apply (i.e. Medicine Hat Mavericks)
Classification of Playfields*	For the purpose of this document all classifications of playfields are based size, use, fees, amenities and level of maintenance required
Hours of Use	The recommended number of hours each playfield shall have per season; soil type is a key indicator of permitted hours of use

*FIELD RATINGS (As per JUA)

The classification of playing fields and ball diamonds can generally be described using the following categorization:

- (a) "AA" playing fields and ball diamonds – Adult, youth regulation sized with artificial turf, lights, score clock, above average spectator seating;
- (b) "A" playing fields and ball diamonds – Adult, youth and/or regulation sized and turf that is maintained to a class A sport field standard;
- (c) "B" playing fields and ball diamonds - Adult, youth and/or regulation sized and turf that is maintained to a class B park standard; and,
- (d) "C" playing fields and ball diamonds – Youth size and turf that is maintained to a class C park standard.

Note: It should be noted that there is currently no **standardized park** maintenance program; however there are watering, mowing and other types of standards for each park within their own classification rating

This document is intended to reclassify **the playfields** based on consistent maintenance standards, size, use, hours, and amenities between landowners. It is also a document that assists in informing the users as well; in terms of what can be expected.

Rectangular Playfield General Maintenance Standards¹

Turf grass is judged by its playability, density, ability to withstand pests and diseases, and its uniformity of growth and colour. Every area is a unique product of the grass type, the soil, horticultural practices, and the integrated pest management practices. Success or failure is largely dependent upon our ability to respond to environmental conditions and demand.

The following horticultural practices are central in growing healthy turf. Every year these practices are executed and re-evaluated to ensure they provide the best possible quality turf.

1. **Aerifying** (Verti-Drain and core aeration) corrects soil compaction from increased use and traffic and improvement to the health of the turf.
2. **Dethatching** / **Verticutting** is done to decrease thatch build up. Heavy thatch layers prevent water infiltration, can deter root growth, and increase potential for disease
3. **Fertilizing** is done after determining the nutrient requirements of the turf, which depends on the type, soil, drainage, and intensity of use.
4. **Irrigation** is *one of the most important parts* of growing good turf. Proper watering helps develop deep roots and stronger turf. Depending on the amount of natural rainfall and soil types determines the amount of water required on all playfields;
5. **Weed Control** is best done by growing good turf through best Horticultural practices. Herbicides are used only when needed.
6. **Pest Control** is the responsibility of the landowner. For safety reason all pests should be controlled at all time within reason. This includes backfilling of holes created by any pest.
7. **Over seeding** helps restore normal turf conditions after damage and improvement to the health of the turf
8. **Top Dressing** helps with alleviate compaction and improve air, water, and nutrient movement when applied after aeration. In doing so it also decreases thatch material
9. **Mowing** Maintained a height of cut compatible with the growth characteristics of a given turf grass and weather factors (drought / wind / increased temperatures) From beginning of May to the end of September)

Snow Removal

- The only snow removal that is done on any athletic field is at the Methenex Bowl during football season late in the year. This cost is currently absorbed with user fees however will be reviewed on an annual basis.
- No team shall play, remove or attempt to remove snow from any sport field as irreversible damage may occur if attempted.

¹ See Schedule A for standards for each classification of playfield

Playfield Manual

Updated: June 2017

Ball Play Field Maintenance Standards

- Currently collecting data and under review will be included in 2018

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Playfield Manual

Updated: June 2017

Lights

- There is an additional charge for lights; please see fee & charges Schedule E for any fields with lights
- Light charges will be applied for the time they are needed "on" until the time they are physically shut "off" (review in 2017)
- If the user does not turn off lights, the user will be charged for the hours the lights were left in the "on position"
- There is a standard 2.0 hour minimum charge for using lights

Line Marking

- Currently not a core service offering by landowners
- Crushed dolomite or latex may be used to mark playfields
- Marking fields with lime, herbicide, or heat is prohibited
- Marking fields is the responsibility of the user groups

Field Attendants

- Currently not a core service offering by landowners

Portable Washroom Facilities

- Currently under review (2017) regarding placement, costs, demand, need etc.

Sheds and Storage Facilities

- Currently under review (2017) regarding placement, demand, utilization and fees

Playfield Rehabilitation Program²

- Fields can be taken out of service to be rejuvenated at any one time, citywide. The rehabilitation period can last up to 120 days (4 months)
- This allows turf rejuvenation for the maximum portion of the rest period
- Horticultural activities may include topdressing, over-seeding, aerating, fertilizing and initial watering which are the foundations of the rehabilitation program.
- This format allows us to plan and schedule maintenance months in advance of the field coming out of service. It would also allow field users/customers ample notice to plan ahead and not impact their season scheduling
- This 'rest' formula also assists in spreading use over a greater number of large fields because a greater number of fields would be rested.
- This program is above our ongoing turf maintenance programs. After a period of rejuvenation, the difference in turf quality is evident, however must be maintained as such and a clear designation of responsibilities to each party must be mutually agreed to.
- Advance notice (before January) of each year is provided to user groups and landowners to ensure alternate arrangements can be made

² See Schedule B for the 7 year planned playfield rehabilitation program

Inclement Weather Guidelines

These guidelines include all City and School sites:

Living in Alberta means that even in the warmer months there may be some unpleasant weather. Because of the extremely short playing season, re-scheduling can be difficult and the landowner will attempt to permit community groups to play whenever the weather allows. In order to keep your fields safe, open, and meet the standard for high quality fields, the landowners have set guidelines for inclement weather for user groups playing on wet fields.

Experience has shown that most of the turf damage to field(s) occurs with field overuse or use during inclement weather, especially in early spring and late fall (snow). Periods of wet weather, prolonged rain or heavy downpours combined with field use will cause irreparable damage to the turf. In late fall this includes snowfall and removal of snow for football games and/or practices (excludes Methanex)

Since the landowners want all players and community groups to enjoy their playing experience, it is expected that user groups cancel games and practices on days where the weather is extremely poor and player safety or facility standards could be compromised. With that said, user groups cancel games or practices on days that have light rainfall, or lower temperatures. If you cancel due to weather please be sure to call facility coordinator to avoid being charged for time you did not use.

The daily weather call is a complex process, in which the Parks and Recreation Department considers the following factors:

- Hourly forecast and temperature for that day / evening.
- Previous, current and projected rainfall / precipitation (Radar maps and data)
- Field conditions in all quadrants of the city (i.e standing water, soil wet or spongy, ground muddy, soil clumps to shoes etc.)
- Drainage Capabilities of the field / site (sand versus clay)
- Time of the year and the cumulative amount of stress on the field (June vs August)
- Is the field *safe* to play on?
- What kind and how much damage could occur if the fields were to remain open for the event?
- Previous rain-outs and closures and league status for that day of the week.
 - i.e. Must play games

Inclement Weather Guidelines (continued)

- 1) It is the user group's responsibility to learn the status of games/field conditions between 8am – 4pm; User groups are then responsible to contact coaches, captains and players regarding status of play.
- 2) If the weather takes a turn at or during game-time, all user groups should use their best ***user discretion*** when it comes to starting or finishing their game, coaches/captains are never forced to compromise their team's safety.

**User discretion empowers the user to make a common sense decision on whether or not to cancel an event on their field. We ask that if there is any standing water on the field or sports play will cause turf damage, postpone and re-schedule your event. If damage occurs as a result of a user decision to play, the user will be held responsible for all repair costs and may also have their Booking privileges revoked. Please notify Facility Bookings at the FLC the next working day if you have cancelled to avoid charges.*

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Rectangular Playfield Maintenance Standards

Success or failure of playfield quality is largely dependent upon our ability to respond to environmental conditions and demand.

The following horticultural practices are central in growing healthy turf. Every year these practices are executed and re-evaluated to ensure they provide the best possible quality turf.

1. **Aerifying** (Verti-Drain and core aeration) corrects soil compaction from increased use and traffic and improvement to the health of the turf.
 1. **Class A – up to 2 times per season**
 2. **Class B – up to 1 time per season**
 3. **Class C – as required if needed**
2. **Dethatching / Verticutting** is done to decrease thatch build up. Heavy thatch layers prevent water infiltration, can deter root growth, and increase potential for disease
 1. **Class A – up to 1 times per season depending thickness of thatch layer**
 2. **Class B – up to 1 times per season depending thickness of thatch layer**
 3. **Class C – as required if needed**
3. **Fertilizing** is done after determining the nutrient requirements of the turf, which depends on the type, soil, drainage, and intensity of use.
 1. **Class A – up to 2 times per season**
 2. **Class B – 1 - 2 time per season (as needed or required)**
 3. **Class C – as required if needed**
4. **Irrigation** is *one of the most important parts* of growing good turf. Proper watering helps develop deep roots and stronger turf. Depending on the amount of natural rainfall and soil types determines the amount of water required on all playfields;
 1. **Class A – 1.5" moisture per week minimum (more if no rain)**
 2. **Class B – 1.0" – 1.5" moisture per week (more if no rain)**
 3. **Class C – up to 1.0" moisture per week (more if no rain)**

5. **Weed Control** is best done by growing good turf through best Horticultural practices. Herbicides are used only when needed.
 1. **Class A** – up to 2 times per season
 2. **Class B** – up to 1 time per season
 3. **Class C** – as required if needed
6. **Pest Control** is the responsibility of the landowner. For safety reason all pests should be controlled at all time within reason. This includes backfilling of holes created by any pest.
 1. **Class A** – as required
 2. **Class B** – as required
 3. **Class C** – as required
7. **Over seeding** helps restore normal turf conditions after damage and improvement to the health of the turf
 1. **Class A** – up to 1 time per season
 2. **Class B** – as required if needed
 3. **Class C** – as required if needed
8. **Top Dressing** helps with alleviate compaction and improve air, water, and nutrient movement when applied after aeration. In doing so it also decreases thatch material
 1. **Class A** – As required
 2. **Class B** – As required
 3. **Class C** – As required
9. **Mowing** Maintained a height of cut compatible with the growth characteristics of a given turf grass and weather factors (drought / wind / increased temperatures) From beginning of May to the end of September)
 1. **Class A** – 2.5" up to 2 times per week
 2. **Class B** – 3.0" approximately every 7 days
 3. **Class C** – 3.0" approximately every 7 - 10 days

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Schedule B – Playfield Rehabilitation Schedule (Updated June 2017)

Year	City of Medicine Hat Playfield	Medicine Hat Catholic Board of Education Playfield	Medicine Hat School District No. 76 Playfield	Approx. Costs as budget allows
2015		McCoy (Overseed only)		As budget allows
2015		Notre Dame Academy		As budget allows
2016		McCoy		As budget allows
2017	Gilwell Park			As budget allows
2018			Crescent Heights High School Main	As budget allows
2018			Southview School	As budget allows
2019	Ross Glen Towne Centre		Crescent Heights High School Oval	As budget allows
2020	Family Leisure Centre NW and NE		Medicine Hat High School	As budget allows
2021	Family Leisure Centre South		Roy Wilson Learning Centre	As budget allows

Note 1: The following sites should be considered for some remediation over the next five years as they are fairly well used sites:

Ross Glen School, Crestwood School, Connaught School, George Davison School, St. Patrick School, St. Louis School, Central Park School, Alexandra Junior High School, River Heights School, Vincent Massey School, St. Michaels School, Riverside School, St. Mary's School, and St. Thomas School

Note 2: There is currently no rehabilitation program for any Ball diamond playfields however it should be considered for future discussions

Note 3: If the playfield is maintained at the minimum maintenance standards the longevity of each field should be at least 7 years before any major rehabilitation. If it is found that the 7 year cycle is too short or long we would defer or move up these fields in the schedule as required. The key is to maintain all fields to avoid increased pressure on other fields by taking fields out for extended periods of time.

Rectangular Play Field Utilization: General Summary of Findings 2016:

- There are a number of fields that are under-utilized and a number of fields that are over utilized according to basic *Athletic Field Construction practices*³ soil composition
- There are fields that require further maintenance (water etc.) because of high use or soil condition; this is especially important when it comes to CLASS A fields that are highly desirable and see many adult user groups on them.
 - o (i.e. McCoy rectangular field; Roy Wilson (water / over use); Crescent Heights Oval / Main (over use); Medicine Hat High School (slight over use); Notre Dame (water); Ross Glen Towne Centre (over use))
- Determining appropriate fields for users is most desirable based on availability, size, location, and appropriateness, however not all of these desires can be met for every group
- Many of our premier Class A sport fields are maintained by the School Districts and booked through the City of Medicine Hat; generally most complaints or service requests come from adult user groups and their expectations of maintenance standards versus what the City actual maintenance standards
- Generally speaking, there are very few if any ball field maintenance issues in terms of over use; we have not captured these hours accurately in 2016 because of the 'block booking' technique used; in 2017 there are no further block bookings, all bookings will be captured on an hourly basis
- Adult user groups are looking for more time during the week and therefore desire and are pursuing lighting additions on some of the established softball fields (ie. Moose Ball Complex)

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³ Reference Document: *Athletic Field Construction Manual 2nd Edition* (2012)

Key Facts:

Rectangular Playfields 2016 Data (pages 10 & 11)

- 19 rectangular fields had less than 100 hours booked;
 - o 9 of these had 0 hours booked
 - o Of those 19 fields; 11 are maintained by one of the school districts
- 4 fields that were overused in 2016 according to the 'permitted hours' based on soil and turf type
 - o (all school fields)
- 5 fields that were close to being overused during 2016 season (within 100 hours)
 - o (all school fields)
- Average hours booked on PSD / CSD fields was 108.5 hours per season
- Average hours booked on CMH fields was 55 hours per season
- Most overused facility is CH Main Soccer Field with at 829 hours (includes school assumed hours use);
 - o With only 550 hours permitted on this field; this field was over used by approximately 329 hours. This does not take into account consecutive days of use

Recommendations:

- 1) **Spread out booking times** on the various fields (especially the underutilized fields)
 - o FLC Soccer fields, South Ridge Community Park, other school fields)
- 2) **Certain fields should be improved** to enhance the quality and durability and therefore would be more desirable and therefore would spread groups out further.
 - o (i.e. Playfield rehabilitation program – rest years and improved, consistent maintenance standards to improve quality and durability and longevity)
- 3) **Allocate field hours to user groups according to:**
 - o Minimum hours needed & Number of participants in sport (demand)
 - o Developmental appropriateness; youth on lower class fields; competitive on higher class fields
 - o Continue to work with user groups in 2017 and 2018 to maximize playing times, field quality and availability
- 4) **Follow the maintenance standards** for consistency based on classification for all playfields (i.e watering, use, mowing height, etc)
- 5) **Keep track of individual hours booked for all Ball Diamonds** and Tournaments to get an accurate number of bookings per field per year.

Assumptions:

- Assumes 320 hours of school activities (4-5 months x 60-80 hours a month)
- Does not account for type or age group of activities on fields (ie soccer, football and rugby during school times)

School Rectangular Playfield	Hours Permitted*	2016 Hours Booked	2016 Hours booked with assumed School Use of (320hrs)	Variance Hours (negative # = available time remaining)	Capacity % (red = over; yellow > 80%; white = within acceptable range; Green = < 30%)
Alexandra Soccer	450	61	381	-69	85%
Central Park Soccer	450	34.75	354.75	-95.25	79%
Connaught SE Soccer	700	39.75	359.75	-340.25	51%
Connaught SW Soccer	450	39.75	359.75	-90.25	80%
CH - Main Soccer	550	514	834	284	152%
CH - NE Soccer	550	140	460	-90	84%
CH - Oval Soccer (includes track)	550	829	1149	599	209%
CH - SE Soccer	700	124.5	444.5	-255.5	64%
Crestwood Jr. Soccer	ND	0	320	320	#N/A
Crestwood Soccer	ND	0	320	320	#N/A
George Davison SE Soccer	550	0	320	-230	58%
George Davison SW Soccer	550	0	320	-230	58%
McCoy Soccer*	550	201	521	-29	95%
MH Christian Soccer	550	0	320	-230	58%
MH College North #1 East*	450	ND	320	-130	71%
MH College North #2 West*	700	ND	320	-380	46%
Medicine Hat High School	550	98	418	-132	76%
Notre Dame	450	264	584	134	130%
River Heights Soccer	700	0	320	-380	46%
Riverside Soccer	550	33.5	353.5	-196.5	64%
Southview Soccer	550	45.5	365.5	-184.5	66%
St. Mary's Soccer	550	27	347	-203	63%
St. Michael's Soccer	550	0	320	-230	58%
St. Patrick's Soccer	550	0	320	-230	58%
St. Thomas Soccer	550	0	320	-230	58%
Vincent Massey Soccer	550	0	320	-230	58%
Dr. Roy Wilson	550	371.5	691.5	141.5	126%
Webster Niblock Soccer	550	0	320	-230	58%

CMH Rectangular Playfield	Hours Permitted*	2016 Hours Booked	Variance Hours (negative # = underutilized)	Capacity % (red = over; yellow > 80%; white = within acceptable range; Green = < 30%)
FLC - NE Soccer	550	132	-418	24%
FLC - NW Soccer	550	145	-405	26%
FLC - SW Soccer	550	37.5	-512.5	7%
Gillwell North Soccer	450	55	-395	12%
Gillwell South Soccer	450	63	-387	14%
Lamb Court Soccer	ND	ND	ND	ND
Megan Wahl (Community)	ND	ND	ND	ND
Ross Glen #2 East Soccer	550	35	-515	6%
Ross Glen #1 SW Soccer	550	53.75	-496.25	10%
South Ridge Community Park Soccer	450	34.5	-415.5	8%
Southlands Drive Park (13th)* Cricket and Open Space Area	ND	ND	ND	ND
College Drive* (Connaught)	Under Construction	Under Construction	Under Construction	Under Construction
Hamptons Park (Community)				

*Hours permitted is based on soil conditions and turf type which follow the key components of the Athletic Field Construction Manual 2nd Edition (2012)

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**Public School
Rectangular Fields:**

Name	Category	Comments/Suitable for:
Alexandra Middle School	C	Minor soccer
Connaught SE	C	Minor soccer
Connaught SW	C	Minor soccer
Crescent Heights High School - Main	A	Senior soccer
Crescent Heights High School - Oval	A	Senior soccer
Crescent Heights High School - Rotary Track Complex	A	Track
Crescent Heights High School – NE	C	Not full field anymore – one set of posts removed due to construction of outdoor basketball court.
Crestwood	C	Minor soccer
George Davison East	C	Minor soccer
River Heights	C	Minor soccer
Riverside	C	Minor soccer
Ross Glen #2 East Soccer	C	Minor soccer
Southview	B	Minor soccer
Vincent Massey	C	Minor soccer
Webster Niblock	C	Minor soccer
Wilson Learning Centre NE	A	Soccer/Football

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**Public School
Ball Diamonds**

Name	Category	Comments
Crescent Heights North	B	Minor ball – shale infield
Crescent Heights South	B	Minor ball – shale infield
Crestwood NE	B	Softball – shale infield
Elm Street NW	C	T-ball
George Davison West	C	T-ball; minor ball
Herald NW	C	Softball; minor ball – shale infield
Herald SE	C	Softball; minor ball – shale infield
River Heights SW	C	T-ball – backstop, grass infield
Ross Glen N	C	Minor ball diamond – shale infield
Ross Glen S	C	Minor ball diamond – shale infield
Southview NW	C	T-ball – backstop, grass infield
Vincent Massey Middle	C	Minor ball – shale infield
Vincent Massey SW	C	Minor ball – shale infield
Vincent Massey NW	C	Softball – shale infield
Webster Niblock NE	C	Shale infield
Webster Niblock NW	C	Shale infield

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Catholic School Division
Rectangular Fields:

Name	Size	Comments/Suitable for:
Monsignor McCoy High School	A	Senior Soccer / Football
Notre Dame Academy	A	Senior Soccer
St. Mary's Junior High School	C	Tiny Tot Soccer
St. Michael's School	C	Minor Soccer
St. Patrick's School	C	Tiny Tot Soccer
St. Thomas Aquinas School	C	Minor Soccer
Mother Teresa	C	Tiny Tot Soccer
St. Francis	C	Tiny Tot Soccer

Ball Diamonds

Name	Location	Comments
Monsignor McCoy NE	A	Baseball
Mother Teresa East	C	Softball
Mother Teresa Middle	C	Softball
Mother Teresa West	C	Softball
Notre Dame	A	Baseball
St. Francis	C	Softball
St. Mary's SE	C	Softball-poor shape
St. Mary's SW	C	Softball-poor shape
St. Mary's NE	C	Softball
St. Mary's NW	C	Softball
St. Michael's NW	C	Softball
St. Michael's NE	C	Softball
St. Patrick's School North	C	T-ball
St. Patrick's School South	C	Backstop only
St. Thomas School NW	C	Softball
St. Thomas School SW	C	Softball
St. Thomas School NE	C	T-ball

Tennis Courts (City maintained)

Name	Comments	
Monsignor McCoy	2 courts	

The following activities are not permitted in the MHCBE gymnasiums:

- Floor hockey, roller sports involving rollerblades, skateboards, etc. (i.e. Roller Derby)

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**City of Medicine Hat
Rectangular Fields:**

Name:	Classification:	Comments/Suitable for:
Family Leisure Centre--Methanex Bowl	AA	Regulation size field with artificial turf & lights - Suitable for soccer, rugby & football
Family Leisure Centre--NE Soccer	A	4 slow pitch diamonds, 3 soccer fields, washrooms and concession
Family Leisure Centre--NW Soccer		
Family Leisure Centre--SW Soccer		
Gillwell North Soccer	C	
Gillwell South Soccer		
Ross Glen Town Centre Soccer	B	Concession, washrooms, playground, and waterpark
South Ridge Park Soccer	B	

Ball Diamonds:

Name:	Classification:	Comments/Suitable for:
Family Leisure Centre – Canadian Fertilizer SE	A	Slow pitch Diamonds
Family Leisure Centre – Cancarb SW		
Family Leisure Centre – Knights of Columbus NE		
Family Leisure Centre – Lion's club NW		
Moose Community Ball Complex	A	4 regulation-sized diamonds with slow pitch, 2 diamonds with lights, washrooms, power

City of Medicine Hat Non Joint Use Rectangular Playfields:

Facility	Classification	Comments / Suitable
Lamb Court Soccer	NA	Currently this is park standard
Megan Wahl	NA	Currently this is park standard
Southlands Drive Park (13th)* Cricket and Open Space Area	NA	Currently this is park standard but will likely change to Class A playfield once remediation work on pitch is complete (2017)
College Drive* (Connaught)	NA	Currently this is park standard

Schedule of Fees & Charges - 2016 to 2018			
User Related Fees - Parks & Recreation- PARKS FACILITIES			
	Current		Proposed
Description of Fee	Fee	Fee	Fee
	2016	2017	2018
(GST Extra unless specified)			
RESERVABLE PARK/ER AREAS			
(Weddings, trails, bouncy tents, organized walks & runs, other)	\$39.00	\$46.00	\$55.00
KITCHEN SHELTERS			
Half Day Block (4 Hours) Minimum - am/afternoon/evening	\$47.75	\$57.00	\$68.00
MAJOR EVENTS			
Event Day	\$175.00	\$210.00	\$252.00
Set Up/Take Down Day		\$105.00	\$126.00
ECHO DALE REGIONAL PARK			
Swim Centre			
Meeting Rental- Community Affiliate (4 hours)	\$47.75	\$57.00	\$68.00
Community Affiliate- Social No alcohol	\$155.75	\$187.00	\$225.00
Private Event-	\$300.75	\$360.00	\$432.00
East Picnic Shelter - Overnight Group Use (flat rate)	\$165.75	\$198.00	\$237.00
BALL DIAMONDS - CLASS A (hourly)			
Private	\$13.50	\$16.00	\$19.00
Affiliates/Community Partners	\$10.25	\$12.30	\$14.75
BALL DIAMONDS - CLASS B (hourly)			
Private	\$13.50	\$16.00	\$19.00
Affiliates/Community Partners	\$10.25	\$12.30	\$14.75
RECTANGULAR SPORTS FIELD - METHANEX BOWL (hourly)			
Private	\$13.50	\$16.00	\$19.00
Affiliates/Community Partners	\$10.25	\$12.30	\$14.75
RECTANGULAR SPORTS FIELD - CLASS A (hourly)			
Private	\$13.50	\$16.00	\$19.00

Affiliates/Community Partners	\$10.25	\$12.30	\$14.75
RECTANGULAR SPORTS FIELD - CLASS B (hourly)			
Private	\$13.50	\$16.00	\$19.00
Affiliates/Community Partners	\$10.25	\$12.30	\$14.75
TOURNAMENT/SPORT DAY FEES - Diamond or Field (hourly)			
Private	\$13.50	\$16.00	\$19.00
Affiliates/Community Partners	\$10.25	\$12.30	\$14.75
SPORTFIELD LIGHTING CHARGES (hourly)	\$37.50	\$39.00	\$41.00
TENNIS COURTS/PICKLEBALL - Club Use (hourly per court)			
Private	\$13.00	\$15.00	\$17.50
Affiliates/Community Partners	\$13.00	\$15.00	\$17.50
OTHER COURTS/PITCHES - Club Use (hourly)			
Cricket			
Private	\$13.50	\$16.00	\$19.00
Affiliates/Community Partners	\$10.25	\$12.30	\$14.75
Beach Volleyball			
Private	\$13.00	\$15.00	\$17.50
Affiliates/Community Partners	\$10.25	\$12.30	\$14.75
MISC PARK FEES			
Construction/ER Access Permits	\$151.00	\$160.00	\$165.00
Business/Mobile Concession Permits	\$82.00	\$90.00	\$95.00

As you are aware, outdoor sport fields are highly subsidized by the City. As part of the City's Financially Fit Initiative and the new framework for Fees and Charges , effective **March 1, 2017**, the following changes may impact your group and affiliates.

***This sport field lighting policy will be reviewed in 2017 in regards to start times and the methodology of determining estimated running times

***Note that there is no longer a maximum hourly limit or fee reduction for special event days i.e. if you book 13 hours for a tournament you pay an hourly rate for 13 hours

CS4L - Principles and practices for fair allocation of facilities to sport groups include⁴ :

- Allocation practices are based on “standards of play” principles in terms of the time and space required by each group.
- Allocation policies are transparent and reviewed with the groups.
- Allocation is not done by tradition, but rather on actual requirements of all groups, including the needs of emerging sports.
- Seasonal allocation meetings are held with common users groups to review their requests and try to achieve consensus on sharing available spaces and times.
- As seasons progress, groups are encouraged to be flexible in the reallocation of spaces with other groups when no longer needed, either temporarily or for longer periods.

⁴ <http://canadiansportforlife.ca/recreation-professionals/facilities-development>

Based on Appendix A principles and the current soil conditions and field availability we are currently reviewing the classification system of our sports fields. This potential re classification and new sport field maintenance practices are based on research conducted by the City of Calgary.

		Recommended Sport Field Classification							
			Field Class						
				Community	Artificial Turf	Class A	Class B CMH	Class B Schools	

Amenities	Full	Full Complement of Amenities Provided to User (eg. Bases and corner flags, permanent washrooms, lights, may include self-contained facility and concession)		x						
		Moderate Compliment of Amenities Provided to User (eg. Some sites have lights, change rooms and concessions, include washrooms but some may be portable or short distance walk)				x	x			
		Base Amenities Provided to User						x	x	
	Base									
Alignment with LTAD Stages										
		Field Class	Community	Artificial Turf	Class A	Class B	Class B (Schools)	Class C	Class D	Class E
		1 (Active Start)	x						x	x
		2 (FUNdamentals)	x						x	x
		3 (Learn to Train)				x	x	x	x	
		4 (Train to Train)			x	x	x	x		
		5 (Train to Compete)		x	x	x	x	x		
		6 (Train to Win)		x	x	x	x	x		
		7 (Active for Life)	x	x	x	x	x	x	x	x

SCHEDULE C

CRITERIA FOR USER GROUP

The following has been accepted by the Joint Use Committee as criteria of a User Group for Joint Use Facilities:

1. A City or School approved or operated program/group
2. Not-for-profit activity; and
3. Have activities that are recreational, cultural or educational in nature; and
4. Must carry insurance naming the City and the Board on whose land they are conducting their activities; and
5. Group falls in line with strategic priorities and values of shared user agreement partners.

And:

Generally have a minimum of 75% City of Medicine Hat residents.

Generally have a minimum of 12 participants per booking.

Provide a current membership roster to the Scheduling Coordinator

School Groups who use **City Facilities** after school hours (Monday to Friday after 5:00 pm and Saturdays and Sundays and Holidays) will now be charged hourly rates as per the JU Agreement. The current Agreement indicates:

EDUCATIONAL INSTITUTIONS' ACCESS TO CITY FACILITIES

Subject to the City's Operational Requirements, Educational Institutions will be allowed to use City Facilities during School Hours. During School Hours, Educational Institutions will not be charged a fee for the use or rental of City Facilities, except that:

- (a) GST shall be charged; and,
- (b) there will be a charge for supplemental services, including, but not limited to additional staff, program instructors, and special equipment.

If an Educational Institution desires any supplemental services, the Educational Institution shall request same from the City a reasonable amount of time prior to its use of the City Facilities. The City will confirm the cost of such supplemental services, and accommodate such requests if it is able to do so, acting reasonably. Payment for such supplemental services shall be made by the responsible Educational Institution.

After School Hours, Educational Institutions will be charged a fee for the use or rental of City Facilities in accordance with the City of Medicine Hat regular fee structure.

School Groups from outside the Joint Use Agreement parties who use **City Facilities** after school hours (Monday to Friday after 5:00 pm and Saturdays and Sundays) will now be charged hourly rates. This will mainly impact schools and bookings from Prairie Rose School Division.

*"1999 JUA" means the Joint Use Agreement entered into on April 20, 1999 by the City of Medicine Hat, the Medicine Hat School District No. 76, the Medicine Hat Separate Regional Division No. 20, and the Board of Governors of Medicine Hat College whereby the parties agreed to allow the joint use of certain facilities; and **WHEREAS** the Parties support the principle of sharing the cost of publicly funded activities to maximize the benefit of public and education institution facility access to students and citizens of the city of Medicine Hat;*

Key Principles for School Fields under Joint Use:

- Under the joint use agreement, community user groups book school ball diamonds and rectangular fields through the Parks and Recreation Department after school hours starting at 5pm.
- There are liability issues user groups and landowners are not meeting safe facility standards and guidelines
- The City and the school boards have had discussions / concerns about community user use, wear and tear on sport fields for several years
- **The Inclement Weather Guideline** will be implemented with user groups and the schools for the 2017 season.
- The City is becoming more involved with cost sharing of maintenance of fields and capital infrastructure of sport fields on school lands;
- The JUA fees are set based on incremental costs associated with community use of school facilities. School Districts keep this revenue and is to be used for additional maintenance of school facilities

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