City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager

FROM: Jack Wardell, Director of Parks and Recreation

DATE: June 17, 2020

SUBJECT: 28E Agreement Between the Carroll Community School District and the City of Carroll – Soccer Fields

- Agreement
- Resolution

The original Joint Use Agreement of the soccer fields between the City and Carroll Community School District was May 2001. Since then the agreement has been in place with minor adjustments and the last revised agreement has expired and both parties have an interest in renewing the contract to be in effect through the year 2040.

One minor change was on line 6a under the city portion – goals on field 11 will be a 50% cost share since the schools do use this field for their boys/girls soccer programs. The last agreement said the city was responsible for all goals. The city will still have priority and provide maintenance during the months of March, April, May and June. With the new agreement the City will have priority use on the smaller fields during the fall months for our fall soccer and flag football programs. During the last agreement we played flag football in the parks and adult softball fields but made a request to the CCSD to move our program to the soccer fields and our request was approved.

RECOMMENDATION: Mayor and Council consideration and approval of the agreement and resolution authorizing the Mayor to execute on behalf of the City.

RESOLUTION NO _____

RESOLUTION APPROVING THE USE OF SOCCER FIELDS 28E AGREEMENT WITH THE CARROLL COMMUNITY SCHOOL DISTRICT

WHEREAS, the City of Carroll and the Carroll Community School District desire to cooperate in an agreement for the use of the soccer fields located at 107 E 30th Street; and

WHEREAS, the City of Carroll has determined such cooperation with the Carroll Community School District is in its best interest; and

WHEREAS, Carroll Community School District and the City of Carroll desire to enter into an agreement under Chapter 28E Iowa Code (2019) for the purpose of defining their respective rights and obligations in connection with such usage; and

WHEREAS, the 28E Agreement has been prepared and reviewed by both parties; and

NOW, THEREFORE, BE IT RESOLVED by the City of Carroll, Iowa, that the Use of the Soccer Fields 28E Agreement with the Carroll Community School District is approved and the Mayor and City Clerk are authorized to execute the Agreement.

Passed and approved by the Carroll City Council this _____ day of June, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By:_____
Laura A. Schaefer, City Clerk

28E AGREEMENT

AGREEMENT FOR USE OF SOCCER FIELDS BETWEEN THE CARROLL COMMUNITY SCHOOL DISTRICT AND THE CITY OF CARROLL, IOWA

This 28E Agreement (Agreement) is made and entered into by the Carroll Community School District, organized and existing under the laws of the State of Iowa (CCSD) and the City of Carroll, Iowa, a municipal corporation organized and existing under the laws of the State of Iowa (City).

WHEREAS, CCSD and the City have determined it to be in the best interest of both to cooperate in the use of soccer fields located on CCSD property and generally located northwest of the intersection of 30th Street and Grant Road, approximately 550 feet from the City's Youth Sports Complex property line, east to the drainage ditch running through the CCSD property (middle school), excluding the area where the greenhouse is located; and

WHEREAS, CCSD and the City desire to enter into an agreement under Chapter 28E Iowa Code (2019) for the purpose of defining their respective rights and obligations in connection with such usage; and

NOW, THEREFORE, in consideration of the mutual promises and agreements herein and upon the following terms and conditions, CCSD and the City agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for the joint exercise of the respective powers of the parties in connection with the joint usage of CCSD property hereinafter described pursuant to the provisions of Chapter 28E, Iowa Code (2019). This Agreement does not create a separate legal entity.

2. **Project.** The project is the joint usage of the above-stated CCSD property. The City shall have priority use of the above property for the purposes of its recreational programs for the months of March, April, May, and June. CCSD will have priority use for the months of September, October and November. The City's fall programs use of the property in the months of September through October shall receive priority over other groups, except CCSD and the Carroll Youth Tackle Football Program. The City shall provide CCSD with copies of schedules for days and times of use for their recreational programs.

Other organized groups wishing to use the facilities must schedule through CCSD. CCSD students/classes can use the property prior to 3:30 P.M. during the months the City has priority use.

3. **Improvements.** All improvements to the property must receive prior approval of CCSD. Agreed upon annual improvements shall be as follows:

a. City: Milling of parking lot and driveway
Soccer goals – (50%/50% cost share), except Field 11
Provide Portable bleachers as available

b. School: Seeding of site
Provide portable bleachers.

c. Future capital improvements (such as field lights, replacement of irrigation equipment, paving of parking lots) shall be subject to future negotiations between the parties.

4. **Concessions.** During the months of March, April, May and June, the City shall have exclusive rights for City sponsored events/functions. Concessions are reserved to CCSD during all other months and for all other functions. Each party shall be responsible for their respective concession rights and operations.

5. **Maintenance.** During the months of March, April, May and June during the term of this Agreement. The City shall provide the following maintenance:

a. Provide labor to maintain the field and adjacent areas. This includes, but is not limited to, watering the fields, preparing the playing surfaces for matches, and keeping the area free from debris.

b. Clean all restrooms and concession stand.

c. Mow the grass on the field and adjacent areas.

During all other months, the above maintenance shall be the responsibility of CCSD. City staff may assist during these months as mutually agreed upon by the City Parks Superintendent and CCSD Director of Grounds. The costs for maintaining and operating equipment used for maintenance will be the responsibility of the respective owner of the equipment.

The City and CCSD shall be financially responsible for 50% of all turf management including, but not limited to, fertilization, seeding, and control of weeds and insects, as well as contracted labor and technical support to keep the equipment in working condition.

6. **Utilities.** The CCSD will pay for all electrical services and expense. There will be two water meters. The City will be responsible for the supply and cost of water for irrigation. The CCSD will be responsible for the costs of the meter for other purposes and the sanitary sewer costs.

7. **Portable Bleachers.** If the City moves portable bleachers on to the property, the bleachers will be relocated to avoid interference with CCSD's use of the property. Any bleachers remaining at the fields by agreement of the parties may be used by CCSD for purposes such as football games in the fall. Whichever party, City or CCSD, purchases or provides the portable bleachers shall be the party to maintain and be responsible for the same.

8. **Accessories and Equipment.** The City shall provide the necessary soccer accessories and equipment including goals, nets, corner flags, etc. No permanent structures or goals will be permitted unless authorized by CCSD.

9. **Storage.** Space in the concession building shall be available to the City during the months of March, April, May and June, and other times as permitted by CCSD. CCSD shall use the storage buildings located near the greenhouse and middle school during the months of March, April, May and June.

10. **Rental of Fields and Concession Stand.** CCSD shall approve all rental of the fields and concession stand. Fees will be paid directly to CCSD. During the months the City has priority, CCSD will consult with the City before renting to any other outside school or group. The City shall always have priority use of the fields and concession stand during the months of March through June.

11. **Administrators.** Administrators of this Agreement shall be the City Parks Superintendent and the CCSD Grounds Director.

12. **Agreement-Method of Approval.** The City and CCSD shall approve this Agreement by Resolution, which Resolutions respectively shall authorize the Mayor and City Clerk of Carroll, and the President and Secretary of the Carroll Community School District Board to execute this Agreement.

13. **Agreement – Filing with the Secretary of State.** When this Agreement has been approved by the parties hereto, it shall be filed with the Secretary of State of the State of Iowa in accordance with the provisions of Iowa Code §28E.8 (2019).

14. **Agreement – Effective Date.** This Agreement shall be effective from and after the date on which this Agreement is approved and executed by the City and CCSD.

15. **Agreement – Duration.** This Agreement shall be effective from the effective date through December 31, 2040.

16. **Agreement – Termination.** This Agreement shall terminate on January 1, 2041. However, this Agreement may be terminated or amended before the termination date, upon the mutual agreement of CCSD and the City.

On January 1, 2041, this Agreement may continue from year to year, unless either party gives written notice to the other of the intent to terminate by June 1 of the year prior to the year of termination.

17. **Agreement – Effect of Termination.** The termination of this Agreement shall not relieve either party of any obligation or liabilities accrued prior to the effective date of such termination, including, but not limited to, payment of specific costs stated herein incurred before the termination date.

18. **Notices.** Any notice under this Agreement shall be in writing.

Notices to the City shall be addressed to:

Laura Schaefer, City Clerk
City of Carroll
627 N. Adams Street
Carroll, IA 51401

Notices to the CCSD shall be addressed to:

Gary Bengston, Secretary
Carroll Community School District
1026 N. Adams Street
Carroll, IA 51401

19. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

20. **Entire Agreement.** This Agreement contains the entire Agreement between the parties and may not be changed except by an amendment in writing signed by both parties.

21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the City has caused this Agreement to be approved by Resolution of its City Council and executed in counterparts, each of which shall be considered an original, this_____day of _____, 2020.

CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

IN WITNESS WHEREOF, the CCSD has caused this Agreement to be approved by Resolution of the Board of Directors and executed in counterparts, each of which shall be considered an original, this 27th day of April, 2020.

CARROLL COMMUNITY SCHOOL DISTRICT

By: Karen Friedlein
Karen Friedlein, Board President

ATTEST:

By: Gary O Bengston
Gary Bengston, Board Secretary

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