



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 5f
For Meeting of 04/06/2020

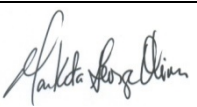
ITEM TITLE: Consideration of Resolution approving the Lease Agreement with the Bondurant Little League and the Bondurant-Farrar Community School District

CONTACT PERSON: Marketa Oliver, City Administrator

SUMMARY EXPLANATION:

Attached is the lease agreement with Bondurant-Farrar Community School District for the baseball field (#4). The school district is planning to use the facility between 2020 and 2025. In lieu of rent, the District is investing approximately \$35,000 in improvements. City staff has worked with the District and Bondurant Little League to develop the lease.

Additionally, the Bondurant Little League board has reviewed and approved the terms of the agreement between the Bondurant Farrar Community School District and the City of Bondurant for use of Field #4 at the Bondurant Recreational Sports Complex .

<p><input checked="" type="checkbox"/> Resolution _____ Ordinance ___ Contract _____ Other (Specify) _____</p> <p>Funding Source _____</p> <p>APPROVED FOR SUBMITTAL _____  City Administrator</p>

RECOMMENDATION: Approve resolution on a roll call vote.

CITY OF BONDURANT
RESOLUTION NO. 200406-91

RESOLUTION APPROVING THE LEASE AGREEMENT WITH THE BONDURANT LITTLE LEAGUE AND THE
BONDURANT-FARRAR COMMUNITY SCHOOL DISTRICT

WHEREAS, the City of Bondurant and Bondurant Little League, shall lease to the Bondurant-Farr School District the real estate situated in Bondurant, Iowa depicted on Exhibit A and locally known as Bondurant Recreational Sports Complex – Field #4; AND

WHEREAS, in lieu of periodic rent for the use of the Premises, the District agrees to invest approximately \$35,000.00 for improvement to the field area in accordance with the terms of Section 4(a) of the Agreement; AND

WHEREAS, the Agreement will commence upon the date of this Agreement and shall terminate on July 1, 2025 (“Term”); AND

WHEREAS, during the months of April, May, and June of each year of the Term, the District shall have priority use of the Premises, including exclusive use of the Premises for all scheduled practices and games; AND

WHEREAS, the District will be responsible for field preparation, moving, and general maintenance during the Term; AND

WHEREAS, except as specifically provided in the Agreement, the City will retain sole responsibility for the maintenance, care, and management of the Premises and the sports complex of which the Premises area a part,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Lease Agreement with the Bondurant Little League and the Bondurant-Farrar Community School District, is hereby approved.

Passed this 6th day of April, 2020,

By: _____
Curt Sullivan, Mayor

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Enos				
Cox				
McKenzie				
Elrod				
Peffer				

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 9th day of March, 2020, by and between the City of Bondurant ("City"), whose address for the purpose of this Agreement is 200 2nd Street NE, Bondurant, Iowa 50035, Bondurant Little League, and Bondurant-Farrar Community School District ("District"), whose address for the purpose of the Agreement is 300 Garfield Street SW, Bondurant, Iowa 50035.

The parties agree as follows:

1. **PREMISES** The City shall lease to the District the real estate situated in Bondurant, Iowa depicted on **Exhibit A** and locally known as Bondurant Recreational Sports Complex – Field #4, located at 2100 Jr Haines Parkway in Bondurant, Iowa (the "Premises"), together with sufficient ingress and egress to access the Premises by vehicular and pedestrian traffic.

2. **RENT** In lieu of periodic rent for the use of the Premises, the District agrees to invest of approximately \$35,000.00 for improvements to the field area in accordance with the terms of Section 4(a) of this Agreement.

3. **TERM, POSSESSION, AND USE**

- a. **Term.** This Agreement will commence upon the date of this Agreement and shall terminate on July 1, 2025 (the "Term").
- b. **Possession.** During the months of April, May, and June of each year of the Term, the District shall have priority use of the Premises, including exclusive use of the Premises for all scheduled practices and games. If another user requests to use the Premises during the months of April, May, and June, the City must first check with the District to ensure it does not need use of the Premises during the requested time before permitting third party use.
- c. **Use.** The District may use the Premises as a baseball field and for purposes necessary and incidental thereto.

4. **IMPROVEMENTS, MAINTENANCE, AND MANAGEMENT**

- a. **Improvements.** The District will invest an amount of approximately \$35,000.00 to improve the Premises. Said improvements may, but are not required to, include: (i) leveling the outfield, (ii) adjusting the infield to be the correct size and laser-leveling the infield, (iii) adding a pitching mound of clay, (iv) adding a grass infield, (v) repairing the fence, (vi) assisting the City in updating the batting cage, and (vi) adding a water spigot to the field. Any such alterations, additions, or improvements shall be solely in furtherance of the use of the Premises for the purpose for which the Premises are leased and shall become the property of City upon expiration or termination of this Agreement. The City agrees and

acknowledges that, upon completion of the improvements, the City is accepting them as is, where is, and with all faults. The District makes no representations or warranties regarding the improvements and specifically disclaims any implied warranties, including those of merchantability or fitness for a particular purpose.

- b. Maintenance by District. The District will be responsible for field preparation, mowing, and general maintenance during the months of April, May, and June during the Term. The District shall be permitted to use City equipment stored on the Premises for performing its maintenance responsibilities under this Section 4(b). The District will be responsible for purchasing fuel for use in any such equipment.
- c. Management. Except as specifically provided in this Agreement, the City will retain sole responsibility for the maintenance, care, and management of the Premises and the sports complex of which the Premises are a part.

5. **SIGNAGE.** The District will be permitted to erect signage during the months of April, May, and June of each year of the Term to direct visitors to the appropriate field. Signage may be removed at the conclusion of the District's season each year if so requested.

6. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting by the District, either voluntary or by operation of law, shall be effective without the prior written consent of the City.

7. **INSURANCE.**

- a. Liability Insurance. The District shall carry general liability insurance for protection from any liability arising out of any accident or other occurrence causing any injury or damage to any person or property upon the Premises due directly or indirectly to any act or omission of the District, or any person claiming through or under the District. The liability insurance policy shall have limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b. Property Insurance. The City shall carry property insurance for the Premises and any improvements erected thereon. The City shall present proof of such insurance to the District upon request. The District may insure its personal property located within the Premises at its own expense.
- c. District Indemnification. To the extent permitted by law, the District will protect, defend, hold harmless, and indemnify the City from and against any and all losses, costs, damages, and expenses, including reasonable attorney's fees to the extent the same is related to the District's negligence or intentional actions.
- d. City Indemnification. To the extent permitted by law, the City will protect, defend, hold harmless, and indemnify the District from and against any and all

losses, costs, damages, and expenses, including reasonable attorney's fees to the extent the same is related to the City's negligence or intentional actions.

8. **NOTICES AND DEMANDS.** All notices shall be given to the parties at the addresses designated above unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of the Agreement when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested and postage prepaid.

9. **PROVISIONS BINDING.** Each and every covenant and agreement contained in this Agreement shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties.

10. **SEVERABILITY.** If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by any court, the illegality or invalidity of such clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

11. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Iowa.

BONDURANT-FARRAR COMMUNITY
SCHOOL DISTRICT

CITY OF BONDURANT

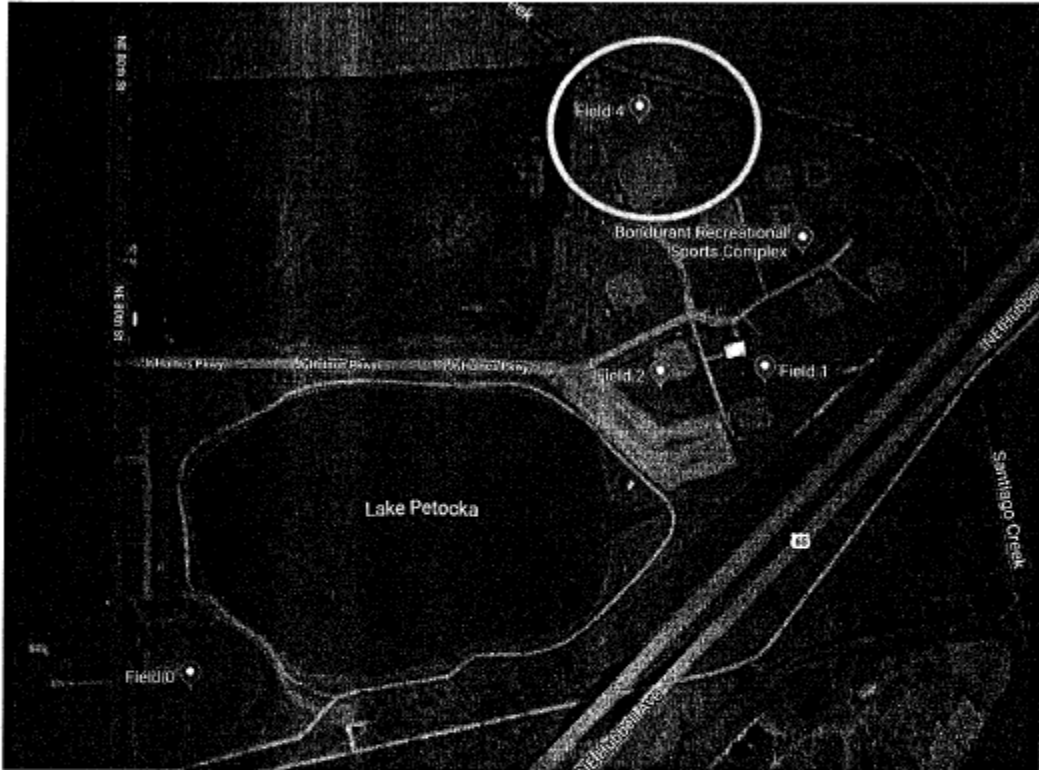
By 
Board President

By _____
Mayor

By 
Board Secretary

By _____
City Clerk

Exhibit A
Depiction of Premises



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