

COUNCIL ACTION FORM

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH AMES COMMUNITY SCHOOL DISTRICT REGARDING USE OF THE FURMAN AQUATIC CENTER PARKING LOT

BACKGROUND:

The Ames Community School District (ACSD) is building a new high school adjacent the current high school. To accommodate construction, much of the existing parking is no longer available for use. A new parking lot was installed this past summer, but it does not have the capacity to accommodate all the vehicles for students and staff. Additionally, construction staff need a place to park. Athletic events, once spectators are allowed in full, may also create a parking shortage at the high school. **Thus, the Ames school administration has requested to use the Furman Aquatic Center (FAC) parking lot for students and staff through May 31, 2023.**

ACSD and City of Ames staff have discussed the details of use and developed a Memorandum of Understanding which is shown in Attachment A. A summary of the MOU is shown below:

- **Section 1** – Provides background information.
- **Section 2** – ACSD would be granted permission to utilize the FAC entire parking lot, September 15 through May 15, although overnight parking would be prohibited.

Parking will be limited to a smaller area on weekdays only (ACSD would not be granted any parking on weekends or holidays) during the periods from the first day of the first semester through September 15 and May 15 through the last day of the second semester. This will allow FAC customers to have more parking available when the Aquatic Center is open.

- **Sections 3 & 4** – ACSD will be responsible for snow removal from the parking lot, sidewalks, and paths to the high school.
- **Section 5** – ACSD and City representatives will assess the condition of the parking lot, sidewalks, and paths prior to and after each school year and ACSD will repair any damage at ACSD's cost.
- **Section 6** – ACSD is responsible for keeping the parking lot, sidewalks, and path clean of trash.
- **Section 7** – There will be no fees to ACSD for use of the parking lot, sidewalks, and paths.
- **Section 8** – ACSD shall have in place insurance coverages outlined in this section.

- **Section 9** – Statement regarding liability, hold harmless, and indemnification.
- **Section 10** – This agreement shall take effect immediately and will stay in force through May 31, 2023 unless terminated by either party.

The ACSD School Board will be taking action on the MOU at its Monday, October 12, 2020 meeting. Please note that since the City leases this land from ISU, language has been added in Sections 8 & 9 regarding Iowa State University. ISU legal staff has also reviewed and approved this MOU.

ALTERNATIVES:

1. Approve the attached Memorandum of Understanding with the Ames Community School District for use of the Furman Aquatic Center parking lot, sidewalks, and paths.
2. Do not approve the Memorandum of Understanding with the Ames Community School District.
3. Refer this issue back to staff to develop different language for the MOU.

CITY MANAGER'S RECOMMENDED ACTION:

The City has a long relationship of collaboration with the Ames Community School District and this arrangement is another example. This will help ACSD with a lack of parking during the high school construction during a time when the FAC parking lot mostly remains vacant.

Therefore, it is the recommendation of the City Manager that City Council adopt Alternative No. 1, thereby approving the attached Memorandum of Understanding with the Ames Community School District.

ATTACHMENT A

Memorandum of Understanding Between the Ames Community School District And the City of Ames, Iowa

1. **Background:** The Ames Community School District (ACSD) is building a new high school and parking is limited due to the construction. In order to accommodate parking for students, staff, and construction workers, additional parking is needed. In addition to utilizing parking at the District's Administrative Offices, a nearby church, remaining parking at the high school, and on-street, ACSD still needs more parking. The Furman Aquatic Center (FAC) would provide the additional parking needed for students and staff.
2. **Parking:** The City of Ames (City) grants ACSD permission to utilize the designated parking spots only (Attachment 1) in the FAC parking lot for student and staff parking while school is in session (first day of the first semester through the last day of the second semester). Overnight parking is not allowed, violators will be subject to towing. **Exception:** Parking will be limited (Attachment 2) to weekdays only (no weekend or holiday parking) beginning the first day of the first semester through September 15 and May 15 through the last day of the second semester.
3. **Snow Plowing (Parking Lot):** The ACSD is responsible for clearing snow from the FAC parking lot following a snowfall of greater than 2" and the snow clearing must be completed prior to use.
4. **Snow Plowing (Walking Paths and Sidewalks):** The ACSD is responsible for clearing snow from the walking path and sidewalks (Attachment 3) following a snowfall of greater than 2" and must be completed prior to use. ACSD is also responsible for ice control on the identified walking paths and sidewalks.
5. **Parking Lot Condition:** Representatives from ACSD and the City of Ames Parks and Recreation Department will do a walk-through of the parking lot no later than one week prior to the start of school each year. Both parties will identify, record, and agree to the condition of the parking lot, walking paths, and sidewalks. A second walk through will be done no later than one week after the end of school each year to identify, record, and agree to the condition of the parking lot. Any damage to the FAC parking lot, walking paths, and sidewalks that occurs between the two walk throughs will be the responsibility of the ACSD to repair at ACSD's cost. Any repairs must be completed by June 30 of each year.
6. **Trash Control:** ACSD is responsible for keeping the parking lot (including medians, bioswales, etc.), walking paths, and sidewalks clean of trash. This includes a ten (10)

foot perimeter around the parking lot and eight (8) feet on both sides of the walking paths and sidewalks.

7. **Fees:** There will be no fee to utilize the spaces identified in this agreement.
8. **Insurance:** ACSD shall have in place the following insurance coverages: Coverage as broad as Insurance Services Office form number CG 00 01 governing Commercial General Liability, and form number CA 00 01 covering automobile liability, comprehensive form. Minimum limits of insurance shall be: General Liability (including contractual liability) written on a per occurrence basis: \$2,000,000 General aggregate; \$1,000,000 single limit per occurrence for bodily injury, personal injury and property damage. \$1,000,000 single limit per occurrence for Prod/Comp. Op. Agg.; \$1,000,000 single limit per occurrence for Personal & Adv. and Automobile Liability, including any auto, hired auto and non-owned autos: \$1,000,000 combined single limit per accident for bodily injury and property damage. The City of Ames, Iowa State University, the Board of Regents – State of Iowa and the State of Iowa shall be listed on insurance policies as additional insureds.
9. **Liability, Hold Harmless, Indemnification:** The City, Iowa State University, the Board of Regents – State of Iowa, and the State of Iowa assume no liability for any damage or loss sustained to vehicles, including but not limited to automobiles, trucks, motorcycles, mopeds, etc., using the parking lot, or damage or loss to property in the vehicles while using the parking lot. The City, Iowa State University, the Board of Regents – State of Iowa, and the State of Iowa assume no liability for damages or loss to persons using the parking lot. ACSD agrees to hold harmless and indemnify the City of Ames, Iowa State University, the Board of Regents – State of Iowa, and the State of Iowa for any claims arising from the ACSD's use of the parking lot.
10. **Duration of the Agreement:** This agreement shall take effect immediately and will stay in force through May 31, 2023. This agreement may be terminated by either party by providing a 30-day notice to the other party.

Approved by resolution of the Ames City Council on ____ day of _____, 2020.

John A. Haila, Mayor

Date

Attest:

Diane Voss, City Clerk

Date

Approved by the Ames Community School District School Board on the _____ day of _____, 2020.

Alisa Frandsen
President of the Board of Directors

Date

Iowa State University, as owner of the property, consents to the Ames Community School District's use of the property in accordance with this MOU.

Pam Cain
Senior Vice President for Operations & Finance
Iowa State University

Date



Attachment 1

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Attachment 3

Summit Ave

Ridgewood Ave

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