

**COUNCIL ACTION FORM**

**SUBJECT: AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH AMES COMMUNITY SCHOOL DISTRICT REGARDING USE OF 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.

Therefore, the Ames school administration requested to use the Furman Aquatic Center (FAC) parking lot for students and staff through May 31, 2023. To accommodate this request, City Council approved a Memorandum of Understanding (MOU) (Attachment A) at its October 13, 2020 meeting. The ACSD Board approved this MOU at its October 12, 2020 meeting.

**ACSD has now requested to place a generator with a light pole along the path from the High School to the Furman Aquatic Center.** Since the current MOU focuses on the FAC parking lot, staff determined the MOU should be modified so all parties understand the responsibilities associated with the light. The Amendment reflected on Attachment B adds the following paragraph to the MOU:

**6.1 Lighting: ACSD is authorized to place a generator with a light pole (“lighting equipment”) at the “T-intersection” of the path that leads from the Furman Aquatic Center parking lot where the path proceeds East the Ames High School, to illuminate that intersection and the path. ACSD will own the lighting equipment and will be responsible for any maintenance. ACSD may decide at any time to discontinue use of the lighting equipment. The sections below on “Fees,” “Insurance,” and “Liability, Hold Harmless,” and “Indemnification” shall apply to the lighting equipment.**



Location of proposed generator and light pole

The ACSD School Board approved this Amendment at its April 19, 2021 meeting, and the Amendment is now presented for City Council approval.

**ALTERNATIVES:**

1. Approve the attached Amendment to the 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 attached Amendment to the Memorandum of Understanding with the Ames Community School District.
3. Refer this issue back to staff to develop different language for the Amendment.

**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 Amendment will help ACSD provide additional lighting for students walking between the FAC parking lot and the High School.

Therefore, it is the recommendation of the City Manager that City Council adopt Alternative No. 1, as described above.

ATTACHMENT A (Current Agreement)

**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 ASCD'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

**AMENDMENT TO**  
**the October 2020 MEMORANDUM OF UNDERSTANDING between the Ames**  
**Community School District and the City of Ames, Iowa regarding the Furman**  
**Aquatic Center parking lot**

WHEREAS, in October 2020, the City of Ames ("City") and the Ames Community School District ("ACSD") entered into a Memorandum of Understanding regarding the use of the Furman Aquatic Center parking lot by ACSD; and,

WHEREAS, the parties have become aware that it would be helpful to have lighting at an intersection of the paved path that runs between the parking lot and ACSD's high school; and,

WHEREAS, ACSD is interested in a generator with a light pole at an intersection of the paved path;

THEREFORE, the parties agree to amend the October 2020 Memorandum of Understanding by adding this additional paragraph:

**6.1 Lighting:** ACSD is authorized to place a generator with a light pole ("lighting equipment") at the "T-intersection" of the path that leads from the Furman Aquatic Center parking lot where the path proceeds East to the Ames High School, to illuminate that intersection and the path. ACSD will own the lighting equipment and will be responsible for any maintenance. ACSD may decide at any time to discontinue use of the lighting equipment. The sections below on "Fees," "Insurance," and "Liability, Hold Harmless," and "Indemnification" shall apply to the lighting equipment.

The parties agree to this Amendment to the Memorandum of Understanding by the following signatures:

Approved by resolution of the Ames City Council on \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
John A. Haila, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Diane Voss, City Clerk

\_\_\_\_\_  
Date

Approved by the Ames Community School District School Board on the 19<sup>th</sup> day of APRIL, 2021.

SSC

Sabrina Shields-Cook  
President of the Board of Directors

4/19/21

Date