

COUNCIL ACTION FORM

SUBJECT: **TENNIS COURTS AT AMES HIGH SCHOOL**

BACKGROUND:

In the 1990's, the City was approached by School District representatives and parents of the Ames High tennis teams complaining about a lack of courts in one location to accommodate all of the matches. At that time, the High School tennis matches had to be split between two City parks.

Under the leadership of Jami Larson, a group of parents raised \$200,000 to construct a sufficient number of courts to accommodate High School tennis matches at one site. In addition, the Ames City Council agreed to contribute \$100,000 towards this project. This partnership for the eight court tennis complex at the High School site was finalized by the Ames Community School Board and Ames City Council in March 1998 with the approval of the following four agreements:

1. School/City Tennis Courts Development Agreement (Attachment A). This was in effect until the work and payment required by the agreement was complete.
2. Ancillary Agreement (Attachment B). This was in effect during court construction.
3. Grant of Easement by the Ames Community School District to the City of Ames, Iowa for the Construction, Operation and Maintenance of Tennis Courts at the Site of Ames Senior High School (Attachment C). This is a perpetual easement.
4. Tennis Court Complex Joint Use Agreement (Attachment D). This is in effect through March 12, 2023.

These agreements stipulated that the City would design, construct, and own the new tennis complex which would sit on School District property. As highlighted below, Paragraph 5 of the Joint Use Agreement specifies how the facility will be shared by both parties.

“It is expressly agreed that in the scheduling and programming of the high school site tennis courts, the School shall have use of six (6) of the eight (8) courts during school hours, until 3:00 p.m., while school is in session, and until 6:00 p.m. during the scheduled practice season(s) for

the girls' and boys' high school tennis teams. The City will be responsible for scheduling and programming the tennis courts from the end of School use until 10:30 p.m. on weekdays, all day on weekends, holidays, and during vacation periods. During evening hours and vacation periods, the School system shall have the right to occasional use of the tennis courts on a schedule agreed to by both parties. During the girls' and boys' tennis season(s), Ames High School interscholastic tennis competition events shall preempt scheduled City recreation programs. When reasonably possible, the Activities Director of School shall give a two-week notice to the Recreation Superintendent of City for any interscholastic tennis events that were not anticipated or planned at the time of said schedule recognizing that events postponed due to weather and other exigent circumstances may need to be rescheduled on an emergency basis. However, reasonable efforts to schedule events in advance will be made in order to allow for efficient operations on the part of the City."

As part of the fundraising campaign, the tennis complex was named the Ukena Family Tennis complex. In addition, each of the courts were named for donors making monetary contributions. Donors were also recognized in the way of pavers in a plaza located near the tennis courts. Staff was unable to determine if there was any time commitment for these naming rights.

The Ames Community School District is now in the process of building a new tennis court complex at its 24th Street location. This complex will include eight tennis courts, spectator seating, storage buildings, and potentially lights (yet to be determined).

The City Manager corresponded with the Ames Community Schools Superintendent regarding this matter and is shown in Attachment E. The Ames Community Schools Superintendent's response is Attachment F. These items were sent to the City Council and Council referred this matter to staff in order to develop a recommendation to bring back to Council.

CURRENT TENNIS COURTS AND USAGE:

Currently, the City of Ames owns and operates 20 tennis courts. These include eight courts at Ames High School and four courts each at Brookside Park, Inis Grove Park, and Emma McCarthy Lee Park. Attachment G shows when courts are being used for Parks & Recreation lessons, community pickleball groups, community tennis groups, or High School Tennis Teams. The court use is shown for the spring, summer, and fall as there are differences between the three seasons. Staff contacted various groups to determine if and when they use any of these courts and the information received is reflected in the attachment.

ISSUES:

As a decision is made regarding the current tennis courts at the High School, there are several issues to consider.

1. **Current Agreements** – The current Tennis Court Complex Joint Use Agreement expires on March 12, 2023 and the City has a perpetual easement for the property on which the courts are located. The School District passed a referendum in April 2018 to proceed with building a new high school and the District now desires the tennis courts to be demolished before proceeding with construction. Once the District's new courts are constructed and operational, estimated to open in spring 2019, the District will not have a need for the current courts for its team tennis program.
2. **Demolition** – The School District has inquired about the City's willingness to assist with the cost of demolishing the courts. Nothing in the current Joint Use Agreement obligates the City to remove the courts from the High School property once the Joint Use agreement expires or to help for the demolition of these courts.
3. **New District Owned Courts** – The School District has offered to enter into a new joint use agreement with the City for the use of their new courts at the 24th Street site. They have indicated that the new agreement would be similar to the current agreement except the District would own the courts and provide access to the City for Parks & Recreation programs in exchange for the City sharing in the cost of capital improvements, operations, repair, replacement, and maintenance.

PARKS & RECREATION COMMISSION RECOMMENDATION:

This topic was discussed at the Parks & Recreation Commission meeting at its March 22, 2018 meeting and then the Commission made a formal recommendation at its May 17, 2018 meeting. Commission commented that it appears Parks and Recreation does not need the courts for programming purposes and, therefore, the City should not enter into a cost sharing agreement for the District's new courts on 24th Street. Commissioners stated funds could be used for other needs within the Department. It was also mentioned that the City and the School District are not partnering on a new pool and it seems like a good time to end the partnership regarding tennis courts.

At the May meeting, the Commission recommended to the City Council that current tennis court agreements with the School District be terminated and the staff be directed not to negotiate a new agreement with the School District regarding shared use of the new District-built tennis courts on 24th Street.

ALTERNATIVES:

- 1) The City Council can decide to terminate the existing High School Tennis Court Joint Use and Easement Agreements with the Ames Community School District and choose **not** to negotiate a joint use agreement for the new courts at the 24th site **nor** contribute to the demolition of the High School courts.
- 2) The City Council can decide to terminate the existing High School Tennis Court Joint Use and Easement Agreements with the Ames Community School District and choose to negotiate a joint use agreement for the new courts at the 24th site, but **not** contribute to the demolition of the High School courts.
- 3) The City Council can decide to agree to terminate the existing High School Tennis Court Joint Use and Easement Agreements with the Ames Community School District and choose **not** to negotiate a joint use agreement for the new courts at the 24th site, but contribute to the demolition of the High School courts.
- 4) The City Council can decide to terminate the existing High School Tennis Court Joint Use and Easement Agreements with the Ames Community School District and choose to negotiate a joint use agreement for the new courts at the 24th site as well as contribute to the demolition of the High School courts.
- 5) The City Council can decide not to terminate the existing High School Tennis Court Joint Use and Easement Agreements at this time.

This action would inhibit the School District's plans to proceed with the construction of the new High School which was overwhelming approved in a recent bond referendum.

CITY MANAGER'S RECOMMENDED ACTION:

When the current agreement was developed in 1998, a 25 year agreement made sense. However, now that the School District is going to construct a new high school along with a new pool on the site of the existing tennis courts, it is appropriate to terminate the current agreement so as to not impede the School District's construction plans.

The District has indicated the tennis complex will be made available to the public when not being used for school activities. Therefore, even after the

current high school courts will be demolished, the Ames community will still have 20 courts available for public use with the addition of the District's eight new courts at the 24th Stree site. Attachment G shows there is currently a significant amount of "open court" time for people to play tennis or pickleball.

Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1, which is supported by the Parks and Recreation Commission, to terminate the existing High School Tennis Court Joint Use and Easement Agreements with the Ames Community School District and choose not to negotiate a joint use agreement for the new courts at the 24th site nor contribute to the demolition of the High School courts.

Should the City Council desire a more formal commitment to public use of the new tennis courts at the 24th Street site, then the recommendation to terminate the existing contracts could be contingent on the School District entering into a long-term agreement with the City in regards to this issue.

INST. NO. 98-03394
 STORY COUNTY, IOWA
 FILED FOR RECORD
 1033 AM MAR 23 1998
 SUSAN L. VANDE KAMP, Recorder
 Recording Fee \$ 21.00
 Auditor's Fee \$ _____

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DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER
 Prepared by: John R. Klaus, City of Ames Legal Department, 515 Clark, Ames, Iowa 50010 (Phone: 515-239-5146)

SCHOOL/CITY TENNIS COURTS DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into effective the 12th day of March, 1998, by and between the CITY OF AMES, IOWA (hereinafter called "City") and the Ames Community School District (hereinafter called "School"), pursuant to the provisions of Chapter 28E, Code of Iowa,

WITNESSETH:

WHEREAS, the City and the School desire to provide a facility consisting of not less than eight tennis courts appropriate for recreational tennis and tennis programs of each (the Facility); and

WHEREAS, the City and the School desire to make an agreement for the financing and construction of the Facility;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

1. Ownership. The Facility shall be located on land owned by the School and described and shown on the plat attached hereto as Exhibit A. The land on which the Facility is located (the Site) shall remain the property of the School, but the Facility shall be owned by the City.

2. Design and Construction. The City shall award contracts for the design and construction of the Facility in accordance with and subject to the provisions of this agreement. Plans and specifications for the Facility shall be approved by both the City and the School prior to advertising for bids.

3. Bidding and Approval. The City shall obtain bids for the construction of the Facility and, after obtaining the concurrence of the School, may award a contract to the lowest responsible bidder. The City shall retain the right to reject all bids, and in that case will seek and obtain the concurrence of the School on any further solicitation of bids for construction of the Facility.

4. Funding of Costs. The anticipated total cost for design, site preparation, construction work and construction supervision with respect to the Facility is \$300,000, but it is understood that the actual total cost amount may be more or less than the anticipated total cost. The City has appropriated \$100,000 as its contribution to the aforesaid costs, and the City shall have no obligation to the School to contribute a greater amount, but it is recognized and understood that as the contracting party, the City shall have a contractual liability to the providers of services that give rise to the said costs. The School shall appropriate the funds required to pay the balance of the said costs in excess of \$100,000. The City's \$100,000 shall be expended to pay the first \$100,000 of the said costs incurred. When the City's \$100,000 appropriation has been expended for payment of the said costs, all remaining costs shall be the responsibility of the School. The School shall discharge this responsibility by paying to the City, at least ten days in advance of the due date of any payment of such costs, so much money as is needed for that payment. The City shall then timely apply the funds received from the School to payment of the costs then due. Expenditures by the City for such costs in excess of \$100,000, if any, shall be fully reimbursed to the City by the School within thirty days of written notice to the School by the City of the amount to be paid if that amount was not paid to the City in advance as aforesaid.

5. Regulations and Permits. The Facility shall be constructed in accordance with City regulations pertaining to plumbing, electricity, fire safety and building construction standards. Permits shall be issued in the name of the City.

6. Design. The City shall select the design professional. The City shall consult with the School with respect to such selection, and shall select a design professional acceptable to both the City and the School. Attached hereto as Exhibit B is a general description of the contemplated Facility which shall state the requirements for the design professional's work. The design professional shall be required by the City to prepare and deliver to the City the following: (a) Schematic Design Documents, and (b) Construction Documents. The Schematic Documents shall include site plans, elevations, sections and outline specifications. The Schematic Documents shall be submitted to the School for review and comment. After the School and the City review and consult on the Schematic Documents, the City will give direction to the design professional for preparation of the Construction Documents, which shall be all drawings and specifications necessary to set forth in detail all requirements for the bidding and construction of the Facility. The cost of the design professional shall be included in the costs funded pursuant to paragraph 4 above.

7. Construction. One or more contracts for the construction of the Facility and its appurtenances shall be awarded by the City in accordance with the terms of this agreement, and with applicable statutory procedures and requirements for competitive bidding on building and construction work, in accordance with customary and usual City contract terms, including reasonable and prudent provisions with respect to insurance.

The City may make construction supervision a task called for under the arrangements made by the City for design services. The costs of construction supervision, no matter how provided, shall be funded pursuant to paragraph 4 above.

8. Defaults and Remedies. If the City shall fail to pursue diligently the construction of the Facility for more than sixty (60) consecutive days; or, if the City shall commit any other material breach of this Agreement which remains uncured for a period of thirty (30) days after receipt of written notice from the School specifying in reasonable detail the nature of the breach and the action required to cure, then the City shall be in default of this Agreement. In the event of such default, the School may sue for specific performance and actual damages. The School hereby expressly waives any right it may have to terminate this Agreement upon an event of default by the City.

If School shall fail to make the Site available to the City or the contractors of the City; or, if the School shall fail to pay the sums as aforesaid for costs in accordance with the terms of this Agreement; or, if School shall commit any other material breach of this Agreement which remains uncured for a period of thirty (30) days after receipt of written notice from the City specifying in reasonable detail the nature of the breach and the action required to cure, then the School shall be in default of this Agreement. In the event of such default, the City may sue for specific performance and for actual damages. The City hereby expressly waives any right it may have to terminate this Agreement upon any event of default by the School.

9. Administrator. The Administrator for this joint undertaking, responsible for administering all tasks called for under this Agreement, shall be the City's Director of Parks and Recreation.

10. Progress Reports. The Administrator shall cause to be delivered to the School monthly reports to set forth: (1) the total costs incurred in connection with the design and construction of the Facility through the date of each report, (b) all material items of work remaining to complete the project and the estimated cost thereof, and (c) the status of any litigation affecting the progress of work on the Facility or having potential impact on the cost thereof.

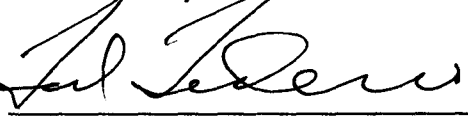
11. Inspection Rights of School. The School shall have the right at all times during normal business hours to review the Construction Documents and to inspect the progress of the construction of the Facility and its appurtenances.

12. Final Adjustment of Funding. When the City has by action of its governing body accepted completion of all work contracted for the Facility and its appurtenances, and all costs have been paid, the Administrator shall make a final report of all expenditures. Any payments required of either party to conform to the terms of this agreement shall be made within thirty days after receipt of the final report of all expenditures.

13. Duration. This Agreement shall be in effect on and after the date first above written until all work contemplated by the agreement, and all payment required by the agreement, is complete and accepted by the City.

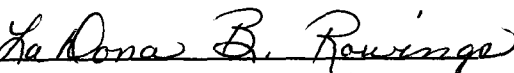
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

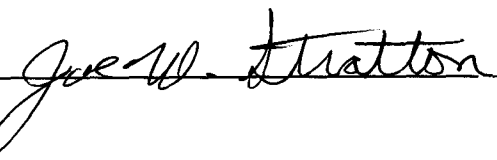
CITY OF AMES, IOWA

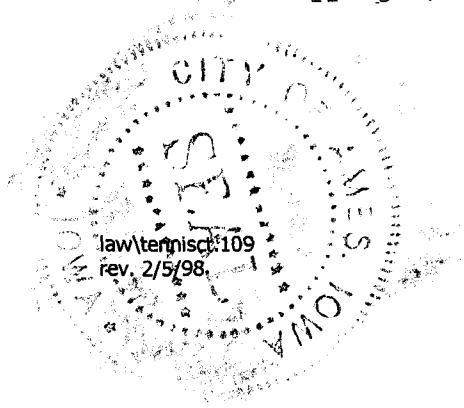
By: 
Ted Tedesco, Mayor

Attest: 
Jill Ripperger, Acting City Clerk

AMES COMMUNITY SCHOOL DISTRICT

By: 

By: 



INST. NO. 98-11056
STORY COUNTY, IOWA
FILED FOR RECORD 155
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RETURN TO:

City Clerk's Office

515 Clark Avenue, P. O. Box 811
Ames, IA 50010

SUSAN L. VANDE KAMP, Recorder
RECORDING FEE \$ 11.00
AUDITOR'S FEE \$

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER
Prepared by: John R. Klaus, City of Ames Legal Department, 515 Clark, Ames, Iowa 50010 (Phone: 515-239-5146)

ANCILLARY AGREEMENT SCHOOL/CITY TENNIS COURTS

THIS AGREEMENT, made and entered into effective the 14th day of JULY, 1998, by and between the CITY OF AMES, IOWA (hereinafter called "City") and the AMES COMMUNITY SCHOOL DISTRICT (hereinafter called "School"), pursuant to the provisions of Chapter 28E, Code of Iowa,

WITNESSETH:

WHEREAS, City and School have entered into a SCHOOL/CITY TENNIS COURT'S DEVELOPMENT AGREEMENT effective the 12th day of March, 1998, hereinafter called the "Development Agreement"; and

WHEREAS, the City has solicited and received sealed bids for the construction of tennis courts in accordance with the provisions of the said Development Agreement; and,

WHEREAS, City and School now desire to make an ancillary agreement with respect to the matter of "change orders" during the performance of a contract awarded by the City for construction work pertaining to the said tennis courts;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:


1. It is understood that pursuant to the provisions of the General Conditions of the City construction contract documents that the amount payable to the construction contractor by the City may ultimately be more or less than the bid amount for which the City awards the construction contract; and, that School has, by virtue of the Development Agreement, an obligation of reimbursement to the City on the basis of any such greater amount paid by the City to the construction contractor. However, the City shall not authorize any cost increase under the construction contract until after the City Director of Parks and Recreation has conferred with the Superintendent of Schools.

2. It is understood and agreed that School shall have no obligation of reimbursement to the City with respect to any increase in cost under the said construction

contract, that is not pertinent to an item of work stated as a "BASE BID" item on page 25 of the said construction contract Invitation to Bid, after removal of "DEDUCT Alternate Bid Items" stated on page 26 of the said Invitation to Bid.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their duly authorized representatives.

CITY OF AMES, IOWA

By: 
Ted Tedesco, Mayor

Attest:

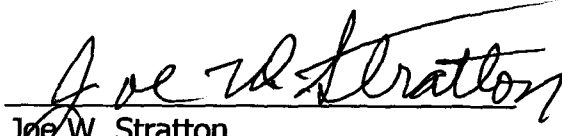
By: 
Jill Ripperger, City Clerk

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AMES COMMUNITY SCHOOL DISTRICT

By: 
LaDona B. Rowings

Attest:

By: 
Joe W. Stratton

INST. NO. 98-03396

STORY COUNTY, IOWA

FILED FOR RECORD

1035

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SUSAN L. VANDE KAMP, Recorder

Recording Fee \$

11.00

Auctioneer's Fee \$

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Prepared by: John R. Klaus, City of Ames Legal Department, 515 Clark, Ames, Iowa 50010 (Phone: 515-239-5146)

**GRANT OF EASEMENT BY THE
AMES COMMUNITY SCHOOL DISTRICT
TO THE CITY OF AMES, IOWA
FOR THE CONSTRUCTION, OPERATION AND
MAINTENANCE OF TENNIS COURTS
AT THE SITE OF AMES SENIOR HIGH SCHOOL**

THIS GRANT OF EASEMENT, made this 12th day of March, 1998,
by THE AMES COMMUNITY SCHOOL DISTRICT (the "Grantor") to the CITY OF AMES,
IOWA (the "Grantee")

WITNESSETH THAT:

WHEREAS, Grantor is the owner, in fee simple, of real property described in Exhibit A attached to and made a part of this Grant of Easement (the "Premises"); and,

WHEREAS, Grantor and Grantee mutually desire to have constructed, operated and maintained by the Grantee on the said Premises not less than eight tennis courts; and,

WHEREAS, Grantees desire to have a perpetual easement over and on a portion of the Premises (the "Easement Parcel") for the purpose of constructing, improving, repairing, maintaining and operating not less than eight tennis courts and associated improvements, all as shown and described on the aforesaid Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the sum of \$1.00 and other good and valuable consideration, sufficiency of which is acknowledged, Grantor conveys to Grantee, its successors and assigns, subject to the terms and conditions herein stated, the perpetual right, privilege and easement to construct, improve, repair, maintain and operate for the use and benefit of the public, not less than eight tennis courts and associated improvements on the Easement Parcel, with rights of public access, ingress and egress, on, over and across the Premises all as shown and described on the attached Exhibit A.

Grantor further grants a temporary right, easement and privilege to Grantee to enter upon the Premises and store materials, tools, machinery, equipment and surplus excavation upon the Premises, for and during the period of, and to the extent reasonably necessary to effectuate, any such initial or subsequent construction, reconstruction improvement, repair or maintenance of the said tennis courts and associated improvements.

The foregoing grants of easement shall, however, at all times be subject to the following terms:

1. Grantee shall notify grantor in writing prior to commencement of the initial or any subsequent construction or reconstruction of the said tennis courts or associated improvements.

2. Upon completion of the initial construction of the said tennis courts and associated improvements, and upon completion of any subsequent reconstruction, replacement, improvement, repair or maintenance, Grantee shall, at no expense to Grantor except as Grantor shall have agreed to in advance, restore or have restored the Premises to the same condition which existed immediately prior to the commencement of the activities by Grantee.

IN WITNESS WHEREOF, the Grantor and Grantee executed this easement by signature of their duly authorized representatives as of the date first above written.

**AMES COMMUNITY
SCHOOL DISTRICT**

CITY OF AMES, IOWA

By: Kathleen D. Roussing

By: Ted Tedesco
Ted Tedesco, Mayor

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rev. 1/16/98

INST. NO. **98-03395**
 STORY COUNTY, IOWA
 FILED FOR RECORD
 1034 AM MAR 23 1998 *PM*
Susan L. Vande Kamp
 SUSAN L. VANDE KAMP, Recorder
 Recording Fee \$ 21.00
 Auditor's Fee \$ _____

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DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER
 Prepared by: John R. Klaus, City of Ames Legal Department, 515 Clark, Ames, Iowa 50010 (Phone: 515-239-5146)

TENNIS COURT COMPLEX JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into effective the 12th day of March 1998, by and between the **CITY OF AMES, IOWA**, hereinafter called "City" and the **AMES COMMUNITY SCHOOL DISTRICT**; hereinafter called "School", pursuant to Chapter 28E, Code of Iowa,

WITNESSETH:

WHEREAS, the City will construct and be the owner of, an eight-court tennis complex on the Premises of the Ames Senior High School (see attached easement); and,

WHEREAS, it is desired that there be an agreement for joint and cooperative efforts relative to tennis courts;

NOW, THEREFORE, the parties hereto, pursuant to and in accordance with the provisions of Chapter 28E the Code for joint exercise of governmental powers, have agreed and do agree as follows:

1. Site-Access Parking. The School will provide the site on the High School campus that is the location of the subject tennis courts, together with rights of access for ingress and egress thereto. Persons employed by the City or its contractors to work at the tennis courts and any persons allowed to use the tennis courts shall have the right to use the High School parking lot. Specifically, those six (6) parking spaces located in the main parking lot that are closest to the tennis courts shall be reserved, during the period of April 1 to November 1 of each year, for members of the general public using the tennis courts
2. Tennis Programs. The task of planning a mutually agreeable program for the joint and cooperative use of the subject tennis courts by the City and School shall be and is hereby delegated to the administrative personnel that each shall designate.

3. Administration. The City's Director of Parks and Recreation or designee shall be responsible for administering the joint and cooperative undertaking represented by this agreement. By way of specification but not limitation the same person shall have sole responsibility for operation, maintenance, and capital improvements of the tennis courts.

The responsibility for operation and maintenance shall include nets, poles, court surface, and lighting. Trash removal at the tennis courts shall be the responsibility of the School. In the discharge of the said administrative responsibility there shall be maintained and made available for inspection, detailed cost accounting records of all expenditures.

4. Tennis Staff. The School shall provide and pay for such attendants or instructional staff as the School deems appropriate when the School is using the tennis courts. The City shall provide and pay for such attending staff as the City deems appropriate when the City is using the tennis courts.
5. Time Sharing. It is expressly agreed that in the scheduling and programming of the high school site tennis courts, the School shall have use of six (6) of the eight (8) courts during school hours, until 3:00 p.m., while school is in session, and until 6:00 p.m. during the scheduled practice season(s) for the girls' and boys' high school tennis teams. The City will be responsible for scheduling and programming the tennis courts from the end of School use until 10:30 p.m. on weekdays, all day on weekends, holidays, and during vacation periods. During evening hours and vacation periods, the School system shall have the right to occasional use of the tennis courts on a schedule agreed to by both parties. During the girls' and boys' tennis season(s), Ames High School interscholastic tennis competition events shall preempt scheduled City recreation programs. When reasonably possible, the Activities Director of School shall give a two-week notice to the Recreation Superintendent of City for any interscholastic tennis events that were not anticipated or planned at the time of said schedule recognizing that events postponed due to weather and other exigent circumstances may need to be rescheduled on an emergency basis. However, reasonable efforts to schedule events in advance will be made in order to allow for efficient operations on the part of the City.

With respect to tennis courts at Brookside Park, the School shall have the right to pre-empt any other users during the interscholastic tennis season between the hours of 3:00 p.m. and 6:00 p.m. daily.

6. Cost Sharing. All costs of capital improvements, operations, repair, replacement, and maintenance at the high school site tennis courts, including by way of specification but not limitation, all costs of electricity, and water, shall be shared on a basis of one-half (1/2) by the School and one-half (1/2) by the City. Costs of capital items which are built or affixed to the tennis court site in a manner intended to be permanent shall be shared unless used only by one party hereto. Costs for capital

items which are used exclusively by one party for its programs only shall not be shared. The City staff, in conjunction with School staff, shall prepare a proposed operating budget including capital improvements not later than October 1 of each year. That budget is subject to the approval of the governing bodies of both the City and the School.

Unbudgeted capital improvements and repairs pertaining to the tennis courts which are estimated to cost \$5,000 or more shall not be done without the prior written approval of duly authorized representatives of both the City and the School.

The School shall pay to the City \$2,500 on or before July 1 of each year for a period of ten years as the School's contribution to the costs of the Brookside Park tennis courts.

7. Insurance. Each party shall purchase at their own expense such policies of insurance with respect to the subject tennis courts and its use as they shall each deem prudent for their needs and interests. Insurance premiums shall not be a shared cost. In this regard it is expressly understood and agreed that the tennis complex, the fencing, lighting, bleachers, storage building, and all other built-in or attached fixtures pertaining to the tennis complex facility are the property of the City.
8. Fees/Rules. The City may establish charge and retain reasonable court rental fees and admission charges for use of the tennis courts as a City recreation facility. The School may establish, charge, and retain reasonable fees and admission charges while the tennis courts are in use by the School. The City shall establish written rules and policies for use of the tennis courts as a City recreation facility, which shall be posted in a conspicuous place at the tennis courts and otherwise made available to the public at all times. The School may establish and promulgate such rules for School program use of the tennis courts as it deems appropriate.
9. Signage. The City shall construct a sign at the tennis courts stating that the facility is owned and managed by the City of Ames Department of Parks and Recreation and that the public is welcome.
10. Restrooms. The School will make the restrooms located in the northeast corner of the football stadium available to the public at all times that the tennis courts are open to the public from April 1 to November 1; or, as an alternative the girls softball diamond restrooms will be made available as aforesaid.
11. Duration. This agreement shall be in full force and effect for a period of twenty-five (25) years from and after the date first above written.
12. Public Telephone. The School shall provide the general public access to a pay telephone for use by the public in the vestibule area of Ames High School between Municipal Pool and the gymnasium.

13. Amendments. During its term, the provisions of this agreement may be amended or made more specific by means of signed and dated written addenda approved and executed by mutual agreement of the parties in the same manner as the basic agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representatives.

**AMES COMMUNITY
SCHOOL DISTRICT**

LaDonna D. Rowings
LaDonna Rowings, Board President

Joe W. Stratton
Joe W. Stratton, Board Secretary

CITY OF AMES, IOWA

Ted Tedesco
Ted Tedesco, Mayor

Jill Ripperger
Jill Ripperger, Acting City Clerk

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rev. 2/4/98



March 12, 2018

Dr. Tim Taylor, Superintendent
Ames Community School District
2005 24th Street
Ames, Iowa 50010

Dear Tim:

I read in the Ames Tribune that the School District is moving ahead with plans to build a new tennis court complex at your 24th Street site. Since the City currently owns the tennis complex on the High School site, I am not sure how your new project will impact our recreation programming. I realize you are very busy planning for the upcoming bond referendum and preparing for retirement, but I would appreciate meeting with you in the near future to discuss your thoughts about this issue.

By way of background information, back in 1998 the City was approached by the School District representatives and parents of the Ames High tennis team complaining about a lack of courts in one location to accommodate all of the matches. At that time, the High School tennis matches had to be split between two City parks.

Under the leadership of Jami Larson, a group of parents raised \$200,000 to construct a sufficient number of courts to accommodate High School tennis matches at one site. In addition, the Ames City Council agreed to contribute \$100,000 towards this project. This partnership for the eight court tennis complex at the High School site was finalized by the Ames Community School Board and Ames City Council in March 1998 with the approval of the School/City Tennis Courts Development, Easement, Ancillary, and Tennis Court Complex Joint Use agreements.

These agreements stipulated that the City would design, construct, and own the new tennis complex which would sit on School District property. As highlighted below, Paragraph 5 of the Joint Use Agreement specifies how the facility will be shared by both parties.

"It is expressly agreed that in the scheduling and programming of the high school site tennis courts, the School shall have use of six (6) of the eight (8) courts during school hours, until 3:00 p.m., while school is in session, and until 6:00 p.m. during the scheduled practice season(s) for the girls' and boys' high school tennis teams. The City will be responsible for scheduling and programming the tennis courts from the end of School use until 10:30 p.m. on weekdays, all day on weekends, holidays, and during vacation periods. During evening hours and vacation periods, the School system shall have the right to occasional use of the tennis courts on a schedule agreed to by both parties. During the girls' and boys' tennis season(s), Ames High School interscholastic tennis competition events shall preempt scheduled City recreation programs. When reasonably possible, the Activities Director of School shall give a two-week notice to the Recreation Superintendent of City for any interscholastic tennis events that were not anticipated or planned at the time of said schedule recognizing that events postponed due to weather and other exigent circumstances may need to be rescheduled on an emergency basis. However, reasonable efforts to schedule events in advance will be made in order to allow for efficient operations on the part of the City."

Since I have not heard about any public discussions regarding how the School District intends to deal with its current obligation to the City regarding the High School tennis complex, I thought it would be important for us to meet to discuss a possible joint recommendation to the School Board and City Council.

Please give me a call so we can schedule a meeting.

Sincerely,

Steven L. Schainker
City Manager

C: Keith Abraham, Director of Parks and Recreation



March 26, 2018

Mr. Steve Schainker
City Manager
City of Ames

From: Tim Taylor
Superintendent
Ames Community Schools

Dear Steve:

As you are aware, the Ames Community School District is set to begin construction of eight new tennis courts on school property on 24th St. Through the use of physical plant and equipment levy funds, construction is set to begin this summer with completion of the project by spring, 2019.

The District is also planning for the construction of a new high school building (should the referendum pass on April 3, 2018) on the current high school site. This would impact the existing City-owned courts on the Ames High School site and an existing School/City Tennis Court Complex Joint Use Agreement from March 12, 1998. The terms of the existing agreement extend to March 12, 2023.

As a result of our conversation of March 23, 2018, the School District is offering options should the City wish to maintain court availability for Parks and Recreation programming.

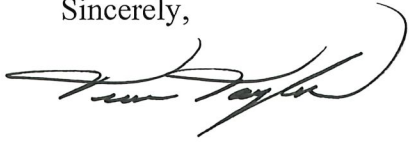
Those initial options would terminate the current agreement, negotiate demolition costs of the City-owned courts on the high school site and necessitate:

1. Negotiations to modify and change the ownership of the courts to the Ames Community School District while maintaining joint cost sharing of capital improvements, operations, repair, replacement, and maintenance of the new District-built courts on 24th St. and terms of a mutually agreeable program for the joint and cooperative use of the new tennis facility.
OR
2. Terminating the agreement should the City feel it does not need involvement in additional tennis courts to support their programming and free the City from any financial obligations relative to the District owned courts. The Board of Education of the Ames Community Schools has always been open to the idea of public use

of school facilities and intends to make the tennis courts available for public use when being used for school activities.

Please let me know if you have additional suggestions that we can discuss.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Taylor", with a large, sweeping flourish at the end.

Tim Taylor, Ph.D.

Supt.

Ames Community Schools

TENNIS COURT USAGE

[illegible]

TENNIS COURT USAGE

SUMMER	IG-Inis Grove				BS-Brookside				EML-McCarthy Lee				AHS-High School			
	Lessons				Pickleball Groups				Tennis Groups				High School Teams			
	SUNDAY				MONDAY				TUESDAY				WEDNESDAY			
	IG	BS	EML	AHS	IG	BS	EML	AHS	IG	BS	EML	AHS	IG	BS	EML	AHS
7:00 AM																
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*A tennis group uses 3-4 courts while at the same time Parks & Recreation offer tennis lessons on 3-4 courts.

