

## **ATTACHMENT A**

### **AGREEMENT BETWEEN STONEBROOK COMMUNITY CHURCH, AMES, IOWA AND THE CITY OF AMES REGARDING PARKING AND RELATED MATTERS**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 between the City of Ames (hereinafter the “City”) and Stonebrook Community Church, Ames, Iowa (hereinafter called “Stonebrook Church.”),

#### **WITNESSETH THAT:**

WHEREAS, the City owns park land controlled by the City’s Parks & Recreation Department and known as Lloyd Kurtz Park, which is located at 3710 Hyde Avenue, Ames, Iowa on property abutting Stonebrook Church, which is located at 3611 Eisenhower Avenue, Ames, Iowa; and,

WHEREAS, the City intends to build a Mini Pitch court on said park property; and,

WHEREAS, the City and Stonebrook Church have had a longstanding agreement regarding the use of Stonebrook parking lot for those using Lloyd Kurtz Park; and,

WHEREAS, both parties believe that they should enter into a new agreement, considering the proposed establishment of the Mini Pitch court on Lloyd Kurtz Park;

NOW, THEREFORE, the parties agree that:

1. The City owns park land, known as Lloyd Kurtz Park, which abuts Stonebrook Church property. Mini Pitch court(s) are proposed for the City property.
2. Stonebrook Church shall allow the City to use the paved parking lot on the property owned by Stonebrook Church, in conjunction with the aforesaid City park, on all days except Sundays prior to 1:00 p.m. and except during any Stonebrook Church events or religious holidays celebrated by Stonebrook Church. City will provide signage stating no-parking in the Stonebrook Church lot for park-related activities on Sundays prior to 1:00 PM in Stonebrook Church parking lot.
3. The use of said areas by the City shall at all times be such as not to impede or interfere with or in any way become incompatible with the activities and observations of Stonebrook Church. Stonebrook Church shall notify the City in advance of any such activities or observations. Such activities and observations of Stonebrook Church shall include, but not be limited to, consistent weekly activities, funerals, weddings, special events, and the like. The City shall notify Stonebrook Church in advance of any planned Mini Pitch related leagues, tournaments, or events. Stonebrook Church’s activities shall take precedence over the City’s activities, when possible. Scheduling conflicts shall be addressed and resolved by approval from both parties.

4. Stonebrook Church grants the City the use of Stonebrook Church property as stated above free of charge or rent with the understanding that the City shall not owe Stonebrook Church any duty of care or maintenance with respect to said land.
5. Any lighting of the Mini Pitch at the park will be subject to park hours.
6. Subject to an appropriate easement, the City will install at its cost an accessible walkway between Stonebrook Church parking lot and the City Park property. The walkway will be on both the Stonebrook Church property and the City property. The City will be responsible for all ongoing maintenance of the walkway. Stonebrook reserves the right to expand its parking lot, which may or may not include removal of part of the accessible walkway. Any removal of the accessible walkway would be at Stonebrook's expense, and Stonebrook would be responsible for constructing at its expense any connections or new walkways to the Mini Pitch resulting from the expansion of the parking lot.
7. The accessible walkway and Mini Pitch will be constructed to not increase or impede the flow of stormwater towards the church parking lot.
8. Stonebrook Church will have the ability to rent the Mini Pitch facility free of charge for up to 72 hours per year for Stonebrook Church related activities. Stonebrook Church would need to follow Parks and Receptions process for rentals/reservations.
9. With the installation of the Mini Pitch facility, the City would provide and maintain one accessible portable restroom at Lloyd Kurtz Park, which Stonebrook Church could use.
10. The City indemnifies and holds harmless Stonebrook Church for any injuries that may occur to any individuals using the parking lot for City activities during times the City has use of the parking lot.
11. This agreement replaces the prior agreement approved by the Ames City Council on the 10<sup>th</sup> of November 1998. With the approval of this agreement, the Nov. 10, 1998 agreement between the City and Stonebrook Church is null, void, and unenforceable.
12. This agreement shall remain in effect for twenty-five (25) years from the date of its execution. Prior to that date, the agreement may be cancelled only by agreement of both parties.

**CITY OF AMES**

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

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Renee C. Hall, City Clerk

Date: \_\_\_\_\_

**STONEBROOK COMMUNITY CHURCH, AMES, IOWA**

\_\_\_\_\_  
Matthew J. Heerema, Lead Pastor,  
Chairman of Board of Trustees

Date: \_\_\_\_\_