

October 1, 2014

To: Mayor Bemrich and City Council

From: David Fierke, City Manager

**Subject: Lease Renewal
Fort Dodge Soccer Association**



ACTION: For Vote to set public hearing

Brief History

Since 1998 the City of Fort Dodge and Fort Dodge Soccer Association (FDSA) has enjoyed a partnership that started with the development of soccer fields located at Harlan and Hazel Rogers Sports Complex. This partnership is a success due to the hard work of many volunteers that have supported the Soccer Association's mission of providing quality soccer programs to the youth of our community as well as the continued support of the City in providing the property and services for this activity.

Analysis of Issue

The 15 year lease with the FDSA ended in 2013 and per provisions of the lease we have been notified that they would like to extend their lease for another 15 years. Due to changes in the terms and provisions of the Agreement the 10 year automatic renewal is not applicable. All parties have met, reviewed and updated the terms of the lease.

Listed below are the proposed major changes:

1. ICCC has been added as a third party due to their commitment to youth soccer, field maintenance and development of facilities.
2. Added that it is acceptable for the FDSA to pursue partnerships with the college, high schools and adult leagues to further develop the sport of soccer.
3. Clarified that all improvements to the lease premises be done in accordance with City codes and building regulations. All improvements must be approved by the City prior to construction. Any facilities constructed or financed by the College shall remain the property of the College.
4. Water use – the FDSA will pay inside city rates for water. The City will not charge a fee for the first \$5000 in user fees per calendar year.
5. The FDSA and Harlan Rogers will have a yearly MOU outlining day to day activity, equipment sharing, garbage and recycling removal and fuel usage.

Please note: under Iowa Code, lease agreement longer than three years require a public hearing prior to action.

Budget Impact

Not applicable. The City will actually see additional revenues to the water fund for any use over \$5000 a year.

Strategic Plan Impact

Vision B: Expanded Parks and Recreation.

Policy B.1.9: The co-location and joint development of park facilities in cooperation with institutions such as colleges, public schools, other federal, state and local government agencies, as well as private and non-profit interests, shall be supported.

Impact on Existing Plans

Not applicable.

Committee Review / Recommendation

Support the partnership between the City and FDSA.

Staff Conclusions / Recommendations

Recommend approving the resolution setting the public hearing date of October 27, 2014.

Alternatives

Extend current lease 10 years as is.

Implementation and Accountability

After the hearing on October 27, the City Council can approve the new lease agreement. The Parks and Recreation Staff will be responsible for overseeing this Lease.

Signed

Approved



Lori Branderhorst
Director of Parks and Recreation

David Fierke
City Manager

RESOLUTION NO. _____

To fix a date for a public hearing for the disposal of real property by lease for a term longer than three years.

WHEREAS, the City of Fort Dodge (the "City"), in the County of Webster, State of Iowa, has heretofore leased real property to the Fort Dodge Soccer Association with said long term lease expired, and

WHEREAS, in order to enter into a long term lease, the City must hold a public hearing in accordance with Iowa Code, and

WHEREAS, the City now proposes to enter into long term lease with the Fort Dodge Soccer Association and Iowa Central Community College, and it is necessary to fix a date of meeting of the Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

NOW, THEREFORE, Be it resolved by the City Council of the City of Fort Dodge, Iowa, as follows:

Section 1. This Council shall meet on the 27th day of October, 2014, at the Council Chamber of the Municipal Building, in the City, at 6 o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the time when and place where the said meeting will be held, by publication at least once and not less than four nor more than twenty days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO ENTER INTO A LEASE AGREEMENT FOR
THE DISPOSAL OR REAL PROPERTY OWNED BY THE CITY

The City Council of the City of Fort Dodge, Iowa, will meet on the 27th day of October, 2014, at the Council Chamber of the Municipal Building, in the City, at 6 o'clock p.m., for the purpose of instituting proceedings and taking action to enter into lease agreement of City property with Fort Dodge Soccer Association and Iowa Central Community College.

The real property is commonly known as the Fort Dodge Soccer Association soccer fields at the Harlan and Hazel Rogers Sports Complex, and described as follows:

A tract of land located in the Northeast Fractional Quarter of Section 5, Township 89 North, Range 28 West of the 5th P.M., Webster County, Iowa more particularly described as follows: Beginning at the Northwest corner of the said Northeast Quarter of Section 5; thence North 89° 22'55" East 1415.32 feet along the North line of the said Northeast Quarter; thence South 00° 12'15" East 1063.12 feet; thence South 88° 20'30" West 379.97 feet; thence North 00° 00'00" East 460.63 feet; thence South 88° 09' 20" West 1039.75 feet to the West line of the

said Northeast Quarter; thence North 00° 00' 00" East 631.67 feet to the point of beginning, containing 24.06 acres. NOTE: For the purpose of this survey the West line of the said Northeast Quarter was assumed to bear North 00° 00'00" East, subject to easements of record.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Agreement. By order of the City Council of the City of Fort Dodge, Iowa.

Jeff Nemmers
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED by the Fort Dodge City Council this _____ day of _____, 2014.

AYES: _____
NAYS: _____
OTHER: _____

CITY OF FORT DODGE, IOWA

By: _____
Matt Bemrich, Mayor

ATTEST:

Jeff Nemmers, City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement"), is made and entered into this 13th day of October, 2014, by and between the City of Fort Dodge, Iowa (the "City"), Iowa Central Community College (the "College" and Fort Dodge Soccer Association, an Iowa non-profit corporation (the "Association");

WITNESSETH:

WHEREAS, the City and the Association entered into an original lease agreement in 1998 to finance, construct and operate facilities at which young person's will be able to participate in the game of soccer; and,

WHEREAS, the Association and the College desire to continue to operate and enhance said facilities; and,

WHEREAS, the City desires to appropriate land to the operation of the said facilities and to enhance and increase the recreational facilities available to the youth of the City.

NOW, THEREFORE, in consideration of the premises, the parties here to agree as follows:

1. Leased Premises. The City shall lease to the Association, and the Association shall lease from the City, all that land located in the City of Fort Dodge, Webster County, Iowa, legally described as follows:

A tract of land located in the Northeast Fractional Quarter of Section 5, Township 89 North, Range 28 West of the 5th P.M., Webster County, Iowa more particularly described as follows: Beginning at the Northwest corner of the said Northeast Quarter of Section 5; thence North 89° 22'55" East 1415.32 feet along the North line of the said Northeast Quarter; thence South 00° 12'15" East 1063.12 feet; thence South 88° 20'30" West 379.97 feet; thence North 00° 00'00" East 460.63 feet; thence South 88° 09' 20" West 1039.75 feet to the West line of the said Northeast Quarter; thence North 00° 00' 00" East 631.67 feet to the point of beginning, containing 24.06 acres. NOTE: For the purpose of this survey the West line of the said Northeast Quarter was assumed to bear North 00° 00'00" East, subject to easements of record.

2. Terms of Lease. The term of this agreement shall be fifteen (15) years, commencing on the date hereof, unless terminated by operation of the provisions of this Agreement. At the end of the fifteen (15) year term, the Association shall have option to renew this Lease for an additional ten (10) years under the same terms and conditions. This option shall be exercised by the Association giving the City written notice after the commencement of the fifteenth (15th) year of the Lease. Said written notice shall be sent to the then Mayor of the City. This agreement may be renewed or extended by mutual agreement of the parties beyond the first extension.
3. Rental. There shall be no rental payments due or owing by the Association to the City under this Agreement. The full, complete and satisfactory consideration for this Agreement shall be and is the promise of the Association to operate a quality youth soccer program in the City for persons under the age of 19 years. Although the primary focus will be youth development, it is acceptable that the Association pursue partnerships with the College, high schools, and adult leagues to further develop the sport of soccer. These partnerships will be the sole responsibility of the Association in regards to user

fees and rentals. The City will be notified in writing of all partnerships that are fostered by the Association. All scheduled soccer activities will need to be communicated to the City.

4. Construction of Improvements. The construction of any buildings or improvements on leased premises shall be in accordance with all City building regulations and codes in existence at the time of construction. The Association and College shall meet any and all federal, state or municipal regulatory requirements pertinent to the Association's development and use of leased premises. The improvements to the real estate shall be done in such a manner that makes said real estate consistent in its appearance with that of the existing Harlan Rogers Park. The construction of buildings, fences and other structures on the property must be approved by the City to ensure that said improvements will provide said consistency and appearance. Any improvements and facilities constructed or financed by the College shall remain the property of the College.
5. Condition of Property. The City shall make no improvements to the leased premises and shall have no obligation to make any repairs or improvements to the facility except as otherwise provided herein.
6. Revenues. Any revenues realized from the leased premises shall be the sole property of the Association. The City shall not be entitled to any portion thereof.
7. Failure or Inability to Devote Property to Specific Use. In the event that the Association is unable to maintain or operate a youth soccer program or facility, for a period of twelve (12) months this Agreement shall terminate and land shall revert to the possession of the City. The City may, in its sole discretion, upon written request of the Association, grant an extension of time upon a showing by the Association of good faith progress toward the satisfaction of its obligations hereunder. If this lease agreement terminates under the conditions stated herein, it is the understanding of all parties that the City would continue your soccer programming on the land and the City shall grant the College the opportunity to continue the use and maintenance of the portion of the leased premise used by the College under the then current arrangement between the Association and the College.
8. Contractor Bond and City Approval. The Association shall not permit construction of any facility on the leased premises without a performance bond by the contractor and prior approval of all architectural, grading, engineering and landscape plans by the City.
9. Liability. The Association agrees to indemnify and hold harmless the City and its officers and employees in their official capacities, from any and all damages or claims, including financing liens, arising directly or indirectly from any use to which the Association puts the leased premises or any activity, including construction of any building or other facility, occurring on the property. Damages occurring to crops, fences, or other property of the City or its tenants during the Association's construction, repair, subsequent maintenance or use of any facility on the leased premises shall be promptly compensated for by the Association. The Association shall maintain commercial general liability coverage, naming the City as an additional insured, in an amount not less than \$1,000,000.00 combined single limits, and automobile and workers' compensation coverage's if required by the Laws of the State of Iowa. All rentals the Association secures must also provide a \$1,000,000 Certificate of Insurance naming the City additional insured. These documents must be secured 1 week prior to all activities.

10. Use. The primary use of the property shall be by the Association for the operation of a youth soccer program in the City as well as additional soccer tournaments, practices, etc. The land shall be available to the City for recreational programs and other community activities at the City's request if they do not conflict with the schedule of the Association and so long as said programs are consistent with the intended use of the fields. In the event that the land is used for other recreational programs by the City, the City shall be responsible for any costs associated with the use such as maintenance, repairs, equipment, etc. The Association shall not unreasonably withhold the use of the field for any other facility. This request should be made in writing to the FDSA at least 30 days in advance to ensure there are no conflicts with other soccer activities. .

11. Reservations of Rights. The City reserves the right to cross the leased premises to install and maintain any and all wells, pipelines, cables, and other apparatus, whether above ground or underground, to accommodate the utility services of the City; said installation and maintenance to be conducted in a manner reasonably calculated to minimize interference with the activities of the Association on the leased premises. The City also reserves the right, upon consultation with the Association, to cross the leased premises with a road or right-of-way to be placed and maintained in a manner reasonably calculated to minimize interference with the activities of the Association on the leased premises.

12. Taxes. The Association shall pay any and all taxes that may be assessed and payable with respect to the leased premises and any improvements located thereon.

13. Shared Equipment and Supplies: The City and the Association representatives will have the authority to deal with day to day issues that have a direct benefit to grounds and activities at Rogers Sports Complex. Equipment sharing will be dealt with on an annual basis through a Memorandum of Understanding each March by both parties. Fuel will be made available and directly billed every June and November.

14. Grounds Maintenance: Appropriate housekeeping is essential to the image of the Sports Complex and surrounding properties. Garbage is to be removed in a timely manner; weed control practices needs to be provided to the HR Superintendant by April of each year.

15. Water Use: The FDSA will pay inside-city rates for water. The City will not charge a fee for the first \$5,000 in user fees per calendar year. All water services including stop boxes, backflow preventers and meters must follow all city codes for inspections and be in working order.

Approved:

Matt Bemrich,
Mayor City of Fort Dodge

Date

Lucas Palmer,
President Fort Dodge Soccer Association

Date

Dr. Dan Kinney,
President Iowa Central Community College

Date

