



City Hall, 215 Sycamore St.  
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## COMMUNITY DEVELOPMENT

## MEMORANDUM

Planning,  
Zoning,  
Building Safety,  
Construction Inspection Services,  
Public Health,  
Housing Inspections,  
Code Enforcement

**To:** Mayor and City Council Members

**Cc:** Gregg Mandsager, City Administrator

**From:** Andrew Fangman, City Planner

**Date:** March 20, 2014

**Re:** Resolution to Approve a Joint Use Facilities Agreement between the City of Muscatine and Muscatine Community School District

**INTRODUCTION:** A resolution approving an agreement with the Muscatine School District that formalizes a longstanding handshake agreement on the joint use of recreational facilities.

**BACKGROUND:** For many years the City of Muscatine and the Muscatine Community School District have made use of each other's recreational facilities. This joint of recreational facilities has been greatly beneficial to the City, School District, and the community as a whole. The joint use of facilities has increased educational and recreational opportunities, enhanced the investment that taxpayers have made in recreational facilities by maximizing their use, and allowed the City and School District to avoid investing in duplicative recreational facilities.

Both the City and School district have long recognized the benefits of sharing recreational facilities, and have done so for many years. Currently the only written agreement between the City and the School District regarding the sharing of recreational families only covers Tom Bruner Field. All other sharing of recreational facilities has been done under an informal handshake agreement.

A written agreement between the City of Muscatine and the Muscatine Community School District is being prosed to assist the community in its effort to become a certified Blue Zones Project community. A written agreement for the joint use of recreational facilities, between the City and School Districts is one of the criteria for certification as a Blue Zones community.

This agreement formalizes the handshake agreement that City and School District have been already using to share a recreational facilities. The only difference is the creation of a committee of City and School District employees tasked with facilitate communication regarding the sharing of facilities.

The Muscatine Community School District Board of Education approved this Joint Use Facilities Agreement at its March 10, 2014 meeting.

**RECOMMENDATION/RATIONALE:** It is recommended that the City Council take action to approve the resolution setting approving the Joint Use Facilities Agreement between the City of Muscatine and Muscatine Community School District.

**BACKUP INFORMATION:**

1. Resolution approving the Joint Use Facilities Agreement between the City of Muscatine and Muscatine Community School District
2. Joint Use Facilities Agreement between the City of Muscatine and Muscatine Community School District

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING  
A JOINT USE FACILITIES AGREEMENT BETWEEN THE CITY OF MUSCATINE  
AND MUSCATINE COMMUNITY SCHOOL DISTRICT**

**WHEREAS**, for many years the City of Muscatine and the Muscatine Community School District have made use of each other's recreational facilities. This joint of recreational facilities has been greatly beneficial to the City, School District, and the community as a whole; and

**WHEREAS**, the joint use of recreational facilities has been done under an informal hand shake agreement between the City of Muscatine and Muscatine Community School District; and

**WHEREAS**, a written agreement to formalize the continued joint use of recreational facilities by the City of Muscatine and the Muscatine Community School District has been prepared; and

**WHEREAS**, the Muscatine Blue Zones Project attaches certification the community adopting a joint facilities agreement covering recreational facilities between the City of Muscatine and the Muscatine Community School District;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council for the City of Muscatine, approves the Joint Use Facilities Agreement between the City of Muscatine and Muscatine Community School District attached as Exhibit A

**PASSED, APPROVED AND ADOPTED** this 20<sup>th</sup> day of March 2014.

**BY THE CITY COUNCIL OF THE  
CITY OF MUSCATINE, IOWA**

\_\_\_\_\_  
**DeWayne M. Hopkins, Mayor**

**Attest:**

\_\_\_\_\_  
**Gregg Mandsager, City Clerk**

## **PUBLIC NOTICE**

### **PUBLIC NOTICE CONCERNING**

**Public Notice is hereby given that the City Council for the City of Muscatine, Iowa, will conduct a Public Hearing on the City of Muscatine Capital Improvement Plan, Fiscal Years 2014 through 2018.**

**Notice is hereby given that the, Planning and Zoning Commission on February 11, 2014 voted to recommend approval the City of Muscatine Capital Improvement Plan, Fiscal Years 2014 through 2018.**

**The City of Muscatine Capital Improvement Plan, Fiscal Years 2014 through 2018, is a legislative and management tool to facilitate the scheduling, planning and execution of a series of public improvements over a five-year period. A five-year capital improvements plan is required of Iowa cities by state law. The capital improvement plan was developed according to priorities based upon need, desire and importance of such improvements to the community within the constraints of the city's ability to finance as well as implement and administer the projects.**

**Notice is further given that the City council of the City of Muscatine, Iowa, will conduct a public hearing on said comprehensive plan on April 3, 2014 at 7:00 p.m. in the City Hall Council Chambers, at which time all interested parties are invited to attend and comment on the comprehensive plan.**

**Gregg Mandsager, City Clerk**

**Joint Use Facilities Agreement**  
**City of Muscatine**  
**Muscatine Community School District**

The City of Muscatine and the Muscatine Community School District are owners of real property in the Muscatine Community, including indoor facilities and outdoor active use areas that are capable of being used by each of the before mentioned entities for community educational and community recreational purposes. Under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase educational and recreational opportunities for the community.

**1. Term**

This Agreement will begin upon adoption by the Muscatine City Council and the Muscatine School Board of Education, and will continue with annual reviews for adjustments of the terms and conditions for the benefit of both parties.

**2. Effective Date**

This Agreement shall be effective upon adoption by the Muscatine City Council and the Muscatine School Board of Education and upon inspection of affected property as described in Section 3 by District and City officials.

**3. Facilities Covered**

The term "Active Use Areas" will be used for purposes of this Agreement to mean the designated fields, buildings, playgrounds and parking lots.

Terms of the Agreement shall apply to all Active Use Areas owned by either party. The parties shall have the right to add or exclude Active Use Areas during the term of this Agreement, provided that any such change shall be in writing and approved by both the District and the City.

**4. Permitted Uses of Active Use Areas**

The District shall be entitled to the use of City Active Use Areas for public school and school-related educational and recreational activities when the City opens the facilities to the public.

The City shall be entitled to access District Active Use Areas to open them for use by the community when the District is not using the Active Use Areas. The District and the City agree to provide priority scheduling to each other where as the District will have first priority to City Active Use Areas when the City is not using them and the City will have first priority to the District Active Use Areas when the District is not directly using them.

**5. Compliance With Law**

All use of District property shall be in accordance with state and local law. In the case of a conflict between the terms of this Agreement and the requirements of state law, the state law shall govern. Any actions taken by the District or the City that are required by state law, but are inconsistent with the terms of this Agreement shall not be construed to be a breach or default of this Agreement.

## **6. Obligations of City**

### **A. Designation of Employee**

The City shall designate an employee with whom the District, or any authorized agent of the District, may confer regarding the implementation of this Agreement.

### **B. The City will be responsible for the supervision of District Active Use Areas when used by the City.**

## **7. Obligations of District**

### **A. Designation of Employee**

The District shall designate an employee with who the City or any authorized agent of the City, may confer regarding the implementation of this Agreement.

### **B. The District will be responsible for the supervision of City Active Use Areas to include players, fans, and coaches when used by the District.**

## **8. Maintenance**

The District and the City shall perform normal maintenance of Active Use Areas at basic levels of service subject to normal wear and tear. Each entity shall notify the other of any known change in condition of the Active Use Areas.

## **9. Indemnification**

- A. The City shall defend, indemnify, and hold the District, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the City, its officers, agents or employees in regard to organized activities during public access hours.**
- B. The District shall defend, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents or employees.**

## **10. Insurance**

The City and the District agree to provide the following insurance in connection with this Agreement.

- A. Commercial General Liability for bodily injury and property damage, including Personal Injury and Blanket Contractual, with limits of \$1,000,000.00 per occurrence \$2,000,000.00 aggregate.**
- B. Workers' Compensation. Workers' compensation coverage, as required by Iowa law.**
- C. Documentation of Insurance. The City and the District shall provide to each other a certificate of insurance each year this Agreement is in effect showing proof of the above**

coverage. In the event the City of the District is self-insured for the above coverage, such agency shall provide a letter stating its agreement to provide coverage for any claims resulting from its negligence in connection with joint use facilities in the above amounts.

**11. Evaluation/Conflict Resolution**

The City and the District shall establish a Joint Use Interagency Team, composed of staff representatives of the City and the District, to monitor the joint use project and Agreement for its duration. The Interagency Team shall hold conference calls or meetings as needed to review the performance of the project and to confer to discuss interim problems during the term of the Agreement. If the Joint Use Interagency Team is unable to reach a solution on a particular matter, it will be referred to the City Administrator and the School Superintendent, or their designees, for resolution.

**12. Termination**

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party.

\_\_\_\_\_  
Nathan Mather, President, Muscatine School Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jerry Riibe, Superintendent of Schools, Muscatine Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
DeWayne Hopkins, Mayor, City of Muscatine

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gregg Mandsager, City Administrator, City of Muscatine

\_\_\_\_\_  
Date