

City of Ankeny/Ankeny Little League Baseball Lease Agreement

This agreement made and entered into this ^{9th}~~16th~~ day of March, 2015, by and between the City of Ankeny ("Lessor") and Ankeny Little League ("Lessee") governs activity at Prairie Ridge Sports Complex beginning March 16, 2015 through December 31, 2019.

Parties objective: It is the intent of the parties that the complex does not deteriorate through misuse, or lack of attention, maintenance or repair. Both parties agree that the responsibilities outlined in this agreement are intended to prevent the deterioration of the facility and its improvements through normal wear and to maintain the facility as a first-class complex that provides recreational opportunities for the community's youth and also serve as an attraction and destination for regional and state competitions.

Definitions:

League Program: The Ankeny Little League runs a league program at Prairie Ridge Sports Complex every spring/summer consisting of practices and weekly games: League dates are approximately April 1 through August 1.

Third Party Group: Any group not a party to this lease - other sports sanctioning organizations.

The parties agree as follows:

1. **Premises:** The City of Ankeny agrees to lease Little League Fields 1-15 at the Prairie Ridge Sports Complex for the purpose of their league program. In addition, the City of Ankeny leases to Little League concessions, restrooms, and storage space.
2. **Term:** The term of the lease is five years; beginning on March 9, 2015 and concluding December 31, 2019.
3. **Exclusivity:** During the period of the lease, the City of Ankeny shall not enter into a lease agreement with any other Baseball organization for the purpose of a league program at Prairie Ridge. Ankeny Little League shall have exclusive use of the Little League Quad Center for league activities; however this facility shall also be made available for tournament activities.
4. **Fee Methodology:** The methodology will be based on covering a percentage of Complex maintenance costs. A yearly escalator will be applied.
5. **Fee Assessments:** Ankeny Little League shall pay 50% of its maintenance costs using actual 2014 costs as a base number minus an average per year capital improvement investment from years 2002-2014. (See Exhibit 1). A 5% escalator will be added each year during the lease period. If participation decreases by more than 5%, the escalator will be eliminated and Ankeny Little League will pay the same fee paid the previous season.

Annual Lease Payment

- 2015: \$46,918
- 2016: \$49,263
- 2017: \$51,726
- 2018: \$54,312

- 2019: \$57,027

The assessment fee will be invoiced following conclusion of the Little League Season and shall be paid within a 30-day timeframe.

6. **Park Usage:** During the Little League program, Ankeny Little League will have exclusive use of baseball fields #1 - #15. The City of Ankeny will work with Ankeny Little League to schedule other activities, if there are fields available, during the league season. During non-league season, Ankeny Little League shall have first consideration of usage however the City of Ankeny reserves the right to schedule activities on baseball fields during the non-league season. In these instances the City of Ankeny will be required to inform Little League of the dates and times fields will be in use.
7. **Non-league Play:** Fees for any non-league play (tournaments, community rental, clinics, etc.) involving teams/players not participating in Ankeny Little League, the City of Ankeny reserves the right to charge a fee to that organization/individual(s) using the field(s). Ankeny Little League will work with the Facilities Coordinator to approve scheduled play and ensure field availability.
8. **Schedule:** A schedule of league activities must be provided to the Facilities Coordinator at least 15 days (preferably 30) prior to league start. All activities to be held at the Complex must be approved by the Facilities Coordinator.
9. **City of Ankeny Responsibilities:** The City of Ankeny shall be responsible for maintaining playing fields and surrounding grounds in accordance with the standards deemed appropriate by City staff.
 - a. Maintaining, cleaning and/or repairing include the following:
 - i. All athletic fields
 - ii. Commons areas
 - iii. All landscaping
 - iv. Parking areas
 - v. Sewer, potable and irrigation water distribution systems
 - vi. All permanent fencing
 - vii. Trash collection
 - viii. Winterizing all water systems
 - ix. Game preparation of all fields
 - x. Restroom facilities
 - xi. Heating and cooling systems
 - b. In performing these responsibilities the City will:
 - i. Mow grass areas
 - ii. String trim grass areas that are not mowed
 - iii. Fertilize grass
 - iv. Aerate grass
 - v. Dethatch/Sod grass areas
 - vi. Apply pesticides to grass areas
 - vii. Apply growth regulators to grass areas
 - viii. Maintain perennial plantings

- ix. Top-dress skins and grass areas
- x. Order and replenish sanitation supplies
- xi. Conduct annual inspections of facilities and equipment

If there are special projects requested by Ankeny Little League, those can be scheduled with ballpark staff; however if a purchase of materials is required, the purchase price will be assessed to Ankeny Little League. Labor by the City of Ankeny staff will be provided in-kind.

10. Ankeny Little League Responsibilities:

- a. Keeping the concession facility in good condition
- b. Help maintain the grounds, parking areas and playing area litter free of paper and debris accruing from concession operations and activities
- c. Labor related to hanging signage or other promotional material
- d. Abide by the decision of the Prairie Ridge Staff as to playability of the fields
- e. Restricting any member or any other person from adding material to the playing fields, performing any maintenance on the fields or altering the fields in any way

11. Concessions: All concessions, concessions equipment, labor, the receipt of revenues and the payment of expenses are the responsibility of Ankeny Little League unless special arrangements are made with the City of Ankeny or another group. The menu of the concession stand and pricing shall be subject to the yearly review and approval of the City of Ankeny. Concessions pricing shall be coordinated with the other sports clubs so that consistency is maintained at each concession stand. Ankeny Little League shall be responsible for all licenses required for concession operation, and for maintaining all health standards required by law to operate concessions.

12. Merchandise Sales: Merchandise sales shall be the responsibility of Ankeny Little League. Any merchandise that is to be sold must be pre-approved by the Parks & Recreation Director or Facilities Coordinator for content, safety, and selling location.

13. Tournaments: Tournament scheduling shall be the responsibility of the City of Ankeny. The City will work with Ankeny Little League in scheduling tournament events due to the fact Little League will be responsible for operating concessions at those events. Ankeny Little League shall receive all concession revenues and pay all concession expenses associated with tournament activities. The City of Ankeny will enter into all agreements relating to tournament activities with the tournament organization. If any Little League equipment is needed for a non-Little League sponsored tournament, the City will receive pre-approval for use from Little League and will be responsible for any damage or loss of such equipment.

14. Special Activities: Labor, maintenance and overhead costs for clinics, exhibitions, or other "special events" scheduled by Little League or a 3rd party group shall be billed back to the sponsoring organization.

15. Traffic Control: For all Ankeny Little League activities the City of Ankeny will provide parking spaces. Traffic control will be the joint responsibility of the City of Ankeny and Ankeny Little League. The City of Ankeny and Ankeny Little League reserve the right to prohibit RV's and other large vehicles taking more than one spot during times of heavy parking lot usage.

16. **Severe Weather:** The City of Ankeny cooperates with the Ankeny Fire Department and Polk County Emergency Management on issues of severe weather. If severe weather is approaching, the City of Ankeny shall have authority to call games/practices and evacuate the Complex in an expeditious manner.
17. **Field Playability:** Complex staff will work with league and tournament directors when making decisions on field conditions and the playability of fields at the complex. Fields will be closed if complex staff determines that they are too wet for play, or if other issues arise that would compromise patron safety. If damage to the field shall result from the usage after they have been deemed closed (designated by a red flag at the entrances to the complex), the Organization responsible for the damage shall be solely accountable for the repair of the field.
- In the event that sufficient time has passed or conditions have otherwise improved so that the fields become playable, the red flag will be lowered and play may resume.
18. **Advertising:** The City of Ankeny will set guidelines outlining the use of on-site advertising and all advertising shall be approved by the City of Ankeny. Placement of advertising shall be consistent with the Municipal Code of the City of Ankeny.
19. **Exclusive Contracts:** The City of Ankeny reserves the right to execute contracts for concession items including but not limited to: soft drinks, water, juices, teas, and popular food products. Ankeny Little League acknowledges the City of Ankeny's right and gives permission to negotiate said contracts on Ankeny Little League's behalf.
20. **Security:** The City of Ankeny shall provide to Ankeny Little League keys to concessions/storage areas. Ankeny Little League shall be responsible for these keys and may not duplicate without approval of the City of Ankeny.
21. **Insurance:** Ankeny Little League shall keep its personal property insured against damage and destruction by vandalism and/or theft. A certificate of insurance for \$1,000,000 must be provided to the City of Ankeny listing the City as additional insured. This certificate of insurance must be provided to the City of Ankeny within 30 days of execution of this lease agreement.
22. **Facility Improvements:** Ankeny Little League agrees to obtain written permission from the Director of the Parks and Recreation Department prior to making any improvements or engaging in any construction activity upon the premises. All improvements shall become exclusive property of the City upon completion, and shall not be subject to any lien, mortgage or financial encumbrance.

Ankeny Little League shall be entitled to 100% credit compensation for approved capital improvements at the complex. Credits will be applied on the 2020 lease agreement using current fee methodology. There shall be no adjustments in rent by the City unless the parties so agree, in writing, prior to the commencement of any construction. Reconciliation shall be made with respect to those capital improvements at the conclusion of each year with agreement by both Ankeny Little League and City to allow for good tracking.

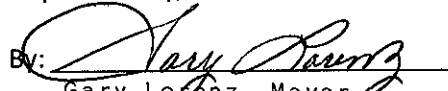
Ankeny Little League accepts the premises in the condition in which they shall be on the date

this Lease is executed. The City reserves the right to make improvements and engage in construction upon the Leased premises. However, the City shall notify Ankeny Little League of its intent to make improvements or engage in construction prior to the commencement of any such activity.

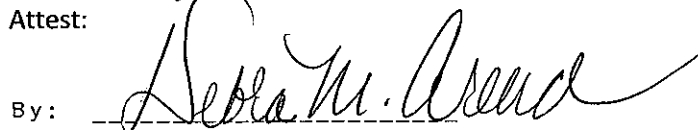
23. **Temporary Site Modifications:** Any signage, tents, or other items that need to be posted, attached, erected, or installed by Ankeny Little League on behalf of users or spectators must first be approved by the City of Ankeny.
24. **Use of Special Vehicles:** Use of golf carts or other special utility vehicles must be approved by the City of Ankeny.
25. **Use of Portable Lights:** The general policy of the City of Ankeny is that no portable or temporary lights may be used for any sports club activity at the Complex. If a special circumstance arises, approval of temporary lighting is subject to approval by the City of Ankeny. The City of Ankeny reserves the right to deny this request and place on it special restrictions or modifications.
26. **Yearly Report:** Ankeny Little League shall make a yearly report to the City of Ankeny Park Board. At this meeting, Ankeny Little League shall provide to the Park Board a Department of the Treasury Internal Revenue Service 990 Form so that it may be received and placed on file. If requested, the City of Ankeny will make a presentation to the Ankeny Little League Board of Directors to discuss Complex activities, and operational revenues/expenditures.
27. **Conduct:** The City of Ankeny reserves the right to remove any individual or team from the premises for inappropriate conduct. "Inappropriate conduct" shall be the judgment call of the City of Ankeny. The City of Ankeny shall have the authority to restrict individuals or teams from access to the Complex and/or set terms that must be met for their return to the Complex.
28. **Termination:** Upon default in payment of fees, or upon any other default by Ankeny Little League of the terms of this Lease Agreement, this Lease Agreement may, at the option of the City of Ankeny and without prejudice to any other rights or remedies afforded the City of Ankeny by law be cancelled and forfeited; provided, however, before any such cancellation or forfeiture, the City of Ankeny shall give Ankeny Little League notice specifying the default(s), and stating that this Lease Agreement will be cancelled and forfeited 180 days after notice, unless such default(s) are remedied within such period.

In Witness Whereof, the parties have executed this Lease Agreement on the day and year first above written:

City of Ankeny, Iowa

By: 
Gary Lorenz, Mayor

Attest:

By: 
Debra M. Arend, Deputy City Clerk

Ankeny Little League Baseball

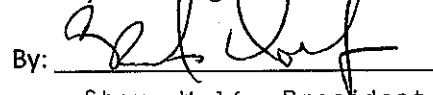
By: 
Shawn Wolfe, President

Exhibit 1: City of Ankeny/Ankeny Little League Baseball Lease Agreement

Fee Assessment

2014 Maintenance Expenses:

Supplies/Commodities:	\$40,975
Contractual Services:	\$18,710
Personnel Services:	\$71,775
Total Expenses:	\$131,460

CIP Average (2002-2014):	(\$37,624)
Sum-Total:	\$93,836

50% of Ankeny Little League Assessment: \$46,918

Annual Escalator: 5%

<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
\$46,918	\$49,263	\$51,726	\$54,312	\$57,027

Past Payment History

2005:	\$26,175
2006:	\$27,075
2007:	\$31,401
2008:	\$35,280
2009:	\$41,690
2010:	\$42,596
2011:	\$44,726
2012:	\$46,962
2013:	\$49,310
2014:	\$51,776