

RESOLUTION NO. 1193

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE WEST BRANCH COMMUNITY SCHOOL DISTRICT AND
THE CITY OF WEST BRANCH IOWA REGARDING THE SUMMER LEAGUE
BALL PROGRAM

WHEREAS, it is in the best interest of the City of West Branch, Iowa (the "City") and the West Branch Community School District (the "District") to have an agreement for the purpose of coordinating the summer league ball program between the two agencies; and

WHEREAS, the City is taking over the summer league ball program; and

WHEREAS, the District and the City desire to enter into this memorandum of understanding to outline the rights and responsibilities of the parties regarding the usage of facilities owned by the District.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned memorandum of understanding is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 5th day of May, 2014.



Mark Worrell, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the West Branch Community School District (the “District”) and the City of West Branch, Iowa (the “City.”)

WHEREAS, the City is taking over the summer league ball program; and

WHEREAS, the District and City desire to enter into this MOU to outline the rights and responsibilities of the parties regarding the usage of facilities owned by the District.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION I. OWNERSHIP OF FACILITIES AND EQUIPMENT.

A. **District Ownership rights.** The parties expressly agree that the District will retain ownership of the following facilities/equipment:

- Ball diamonds and associated playing surfaces
- Backstops and fences around the ball diamonds
- Buildings, including the concession stand
- Electric light poles, services and meter boxes
- Batting Cages

B. **City Ownership rights.** The parties expressly agree that the City will retain or be granted ownership over the following equipment:

- Lawn tractor and mowers
- Field marking equipment
- Umpiring gear
- Pitching machines
- Batting cage nets and poles
- All team equipment in possession of the District at the time of this MOU
- Concession Stand Equipment

SECTION II. MAINTENANCE OF FACILITIES

A. **District Responsibilities.** The parties expressly agree that the District will maintain and/or the following items as it pertains to this Agreement.

1. Mowing of the fields.
2. Installation and maintenance of portable restrooms and waste containers.

B. **City Responsibilities.** The parties expressly agree that the City will maintain and/or supply the following items as it pertains to this Agreement.

1. The City will supply lime, field markings and equipment.
2. The City shall rake the fields, and is responsible for the supplying of the tractor, rakes and fuel to accomplish the same.
3. The City will supply and maintain the batting cage nets and poles, pitching machines and related balls and equipment.
4. The City is responsible for grounds cleanup, including the collection of trash and recycling.
5. The City shall maintain and supply the equipment located in the concession stand.

SECTION III. SCHEDULING OF FIELDS.

The Summer League (City) shall have priority to schedule the boys and girls diamonds from the second week of April each year until the end of the first year of July. Any openings not taken by the City for Summer League may be used by other organizations.

SECTION IV. ACCOUNTING AND FEES.

A. **Transfer of existing accounts.**

1. The District will transfer to the City the amount of approximately \$3,700.00 which represents the balance held by the District for operating the Summer League.
2. The District will retain approximately \$490.00, which represents to account balance to pay for electricity at the fields.

B. **Annual payment.** On or before April 1st of each year, and each year that this Agreement is in place, the City shall pay the amount of \$1,000.00 to reimburse the District for the use of the fields and electricity for the Summer League.

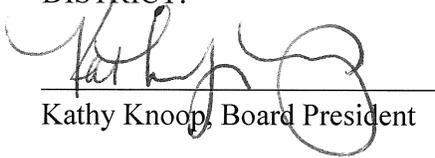
SECTION V. TERM OF THE AGREEMENT.

A. **Original Term of the Agreement.** The parties agree that this Agreement shall be in effect upon the approval of this Agreement by each of the governing bodies of the parties until the end of the Summer League program in July, 2016.

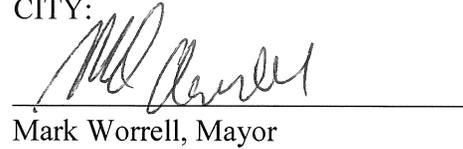
B. **Termination.** Both parties expressly agreement that after the expiration of the original term of the Agreement, this Agreement will continue on a year-to-year basis until such time as either party gives notice of termination to the other party no later than December 31st of each year that this Agreement is in place.

Dated this 5 day of May, 2014.

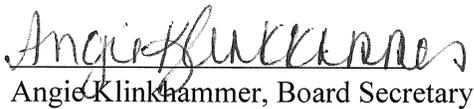
DISTRICT:


Kathy Knoop, Board President

CITY:


Mark Worrell, Mayor

ATTEST:


Angie Klinkhammer, Board Secretary

ATTEST:


Matt Muckler, City Administrator/Clerk