

### City of Ankeny/Iowa Rush Soccer Club Lease Agreement

This agreement made and entered into this <sup>2<sup>nd</sup></sup>~~17<sup>th</sup>~~ day of <sup>March</sup>~~February~~, 2020, by and between the City of Ankeny ("Lessor") and Iowa Rush ("Lessee") governs activity at Prairie Ridge Sports Complex beginning March 9, 2020 through December 31, 2024.

**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 Iowa Rush runs a league program at Prairie Ridge Sports Complex every spring and fall consisting of practices and weekly games: League dates are approximately April 1 through November 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 Soccer Fields 21 and 31-38 to the Iowa Rush for the purpose of their league program. When not being used by Junior Football or Parks & Recreation, fields 16, 19 & 20 will also be made available for use. In addition, the City of Ankeny leases to Iowa Rush concessions, restrooms, and storage space.
2. **Term:** The term of the lease is five years; beginning on March 9, 2020 and concluding December 31, 2024.
3. **Exclusivity:** During the period of the lease, the City of Ankeny shall not enter into a lease agreement with any other Soccer organization for the purpose of a league program at Prairie Ridge or at City owned park property.
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:** Iowa Rush shall pay 50% of its maintenance costs using actual 2019 costs as a base number minus an average per year capital improvement investment from years 2002-2019. (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 Iowa Rush will pay the same fee paid the previous season.

#### Annual Lease Payment

- 2020: \$81,044
- 2021: \$85,096
- 2022: \$89,350
- 2023: \$93,817

- 2024: \$98,507

The assessment fee will be invoiced twice per year, with 50% of the total following conclusion of the spring season and 50% following the fall season. Invoices shall be paid within a 30-day timeframe.

6. **Park Usage:** During the soccer league program, Iowa Rush will have exclusive use of soccer fields. The City of Ankeny will work with Iowa Rush to schedule other activities, if there are fields available, during the league season. During non-league season, Iowa Rush shall have first consideration of usage however the City of Ankeny reserves the right to schedule activities on soccer fields during the non-league season. In these instances the City of Ankeny will be required to inform Iowa Rush of the dates and times fields will be in use. At all times throughout the year, the City of Ankeny has the authority to move games/practices to other fields, close fields, cancel or reschedule activities due to weather and/or field conditions. If these instances occur, the City of Ankeny shall notify Iowa Rush of the changes as soon as possible.
7. **Non-league Play:** Fees for any non-league play (tournaments, community rental, clinics, etc.) involving teams/players not participating in the Iowa Rush Leagues, the City of Ankeny reserves the right to charge a fee to that organization/individual(s) using the field(s). Iowa Rush will work with the Facilities Superintendent 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 Superintendent.
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 Iowa Rush, those can be scheduled with Complex staff; however if a purchase of materials is required, the purchase price will be assessed to Iowa Rush. Labor by the City of Ankeny staff will be provided in-kind.

**10. Iowa Rush 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 Iowa Rush 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. Iowa Rush 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 Iowa Rush. Any merchandise that is to be sold must be pre-approved by the Parks & Recreation Director or Facilities Superintendent for content, safety, and selling location.

**13. Tournaments:** Tournament scheduling shall be the responsibility of the City of Ankeny. The City will work with Iowa Rush in scheduling tournament events due to the fact Iowa Rush will be responsible for operating concessions at those events. Iowa Rush 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 Iowa Rush equipment is needed for a non Iowa Rush sponsored tournament, the City will receive pre-approval for use from Iowa Rush 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 Iowa Rush or a 3<sup>rd</sup> party group shall be billed back to the sponsoring organization.

**15. Traffic Control:** For all Iowa Rush activities the City of Ankeny will provide parking spaces. Traffic control will be the joint responsibility of the City of Ankeny and Iowa Rush. The City of Ankeny



and Iowa Rush 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. Iowa Rush acknowledges the City of Ankeny's right and gives permission to negotiate said contracts on Iowa Rush's behalf.
20. **Security:** The City of Ankeny shall provide to Iowa Rush keys to concessions/storage areas. Iowa Rush shall be responsible for these keys and may not duplicate without approval of the City of Ankeny.
21. **Insurance:** Iowa Rush 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:** Iowa Rush 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.

Iowa Rush shall be entitled to 100% credit compensation for approved capital improvements at the complex. Credits will be applied on the 2024 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 Iowa Rush and City to allow for good tracking.

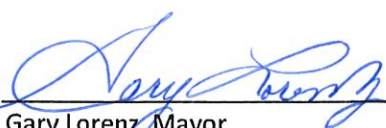
Iowa Rush accepts the premises in the condition in which they shall be on the date this Lease is executed. The City reserves the right to make improvements and engage in construction upon the Leased premises. However, the City shall notify Iowa Rush of its intent to make improvements or engage in construction 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 Iowa Rush 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:** Iowa Rush may be requested to provide a yearly report to the City of Ankeny Park Board. At this meeting, Iowa Rush 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 Iowa Rush 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 Soccer Club 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 Iowa Rush Soccer Club 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:

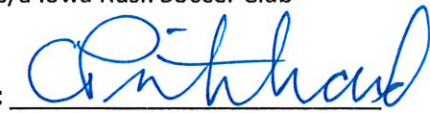
City of Ankeny, Iowa

By:

  
Gary Lorenz, Mayor

2/28/2020  
Ankeny Soccer Club  
d/b/a Iowa Rush Soccer Club

By:

  
Chip Pritchard, President

Attest:

By:

  
Denise L. Hoy, City Clerk

**Exhibit 1: City of Ankeny/Iowa Rush Soccer Club Lease Agreement**

**Fee Assessment**

**2019 Maintenance Expenses:**

Supplies/Commodities:	\$79,545
Contractual Services:	\$25,707
Personnel Services:	\$68,528
<b>Total Expenses:</b>	<b>\$173,780</b>

<u>CIP Average (2002-2019):</u>	<u>(\$11,691)</u>
<b>Sum-Total:</b>	<b>\$162,089</b>

**50% of Iowa Rush Maintenance Assessment: \$81,044**

Annual Escalator: 5%

<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
\$81,044	\$85,096	\$89,350	\$93,817	\$98,507

**Past Payment History**

2005:	\$48,100
2006:	\$54,975
2007:	\$58,775
2008:	\$59,714
2009:	\$63,558
2010:	\$71,359
2011:	\$74,927
2012:	\$78,673
2013:	\$82,607
2014:	\$86,737
2015:	\$80,184
2016:	\$84,193
2017:	\$88,402
2018:	\$92,822
2019:	\$97,463