

RESOLUTION # 45 (2024-2025)

RESOLUTION APPROVING LEASE AGREEMENT BY AND BETWEEN THE CITY OF SLATER AND BALLARD SCHOOLS FOR USE OF NITE HAWK FIELD

Whereas, the City Slater has a Nite Hawk Baseball field available in the City of Slater; and

Whereas, the Ballard Schools are in need of a Baseball field for school activities and have therefore used Nite Hawk Field for at least 20 years; and

Whereas, the City of Slater would like to have Ballard Schools continue to use said field; and

Whereas, this agreement shall be formalized with a written lease agreement as outlined in the attached.

Now, therefore, be it resolved by the city council of the city of Slater, Iowa:

Section 1. That the attached lease agreement is hereby accepted

Section 2. That the Mayor and City Administrator/Clerk are hereby directed to execute the attached lease agreement with Ballard Schools for use of Nite Hawk Field for a minimum of 5 years with a rental fee of \$\_\_\_\_\_per year (as outlined in contract).

PASSED AND APPROVED, this 31<sup>st</sup> day of March 2025.

\_\_\_\_\_  
Taylor Christensen, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Davies, Administrator/Clerk

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (this "Agreement"), made and entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between the the City of Slater, Iowa ("City"), and the Ballard Community School District ("District").

**WHEREAS**, the City (collectively referred to as the "Landlord") owns real estate shown on the attached **Exhibit A** that comprise what is locally known as Night Hawk Field (the "Premises"); and

**WHEREAS**, the District desires to lease the Premises from the Landlord on a non-exclusive basis in accordance with the terms and conditions of this Agreement for use by its high school baseball teams.

**NOW, THEREFORE**, the parties agree as follows:

1. **PREMISES.** The Landlord shall lease the Premises to the District, together with sufficient ingress and egress to access the Premises by vehicular and pedestrian traffic.
2. **RENT.** The District shall pay annual rent to the Landlord in the amount of \$1.00 ("Rent") during the Term. Rent shall be due on or before July 31<sup>st</sup> of each calendar year of the Term. The District shall pay Rent by check made payable to the City and delivered to City at 101 Story St., Slater, IA 50244 or at such other location as the City shall direct.
3. **TERM, POSSESSION, AND USE.**
  - a. **Term.** This Agreement will commence upon the date of this Agreement and shall terminate on August 1, 2029 (the "Term").
  - b. **Termination.** The District may terminate this Agreement at any time prior to the expiration of the Term by providing 60 days' prior written notice to the Landlord. If the District terminates this Agreement under this subsection, Landlord shall refund to the District a prorated portion of this Rent for that year.
  - c. **Renewal.** The District may renew this Agreement, on the same terms and conditions set forth herein, for successive renewal terms of 3 years each. The District shall exercise each renewal term by providing the Landlord with written notice of its intent to renew this Agreement at least 30 days prior to the expiration of the then existing term.
  - d. **Possession and Use.** The District may use the Premises as a baseball field and for purposes necessary and incidental thereto. The District shall have priority use of the Premises during the Term, including exclusive use of the Premises for all scheduled practices and games. If another user requests to use the Premises, the Landlord must first check with the District to ensure it does not need use of the Premises during the requested time before permitting third party use.

**4. MAINTENANCE AND MANAGEMENT.**

- a. **Maintenance by District.** The District will be responsible for providing and replacing, as needed, bases, pitching plates, and home plates for all fields on the Premises.
- b. **Maintenance by Association.** The City will be responsible for all other maintenance of the Premises, including, but not limited to, mowing, snow removal, repair and replacement of fencing, repair and replacement of structures, striping fields, and repairing fields as needed to maintain a safe playing condition.
- c. **Management.** Each party will be responsible for the management of its own events held at the Premises, including hiring coaches, hiring umpires, hiring ticket takers, receiving gate receipts, and providing game equipment.

**5. SIGNAGE.** The District will be permitted to erect signage on the Premises to direct visitors to the appropriate field.

**6. ASSIGNMENT AND SUBLETTING.** No assignment or subletting by the District, either voluntary or by operation of law, shall be effective without the prior written consent of the Landlord.

**7. INSURANCE.**

- a. **Liability Insurance.** The District shall carry general liability insurance for protection from any liability arising out of any accident or other occurrence causing any injury or damage to any person or property upon the Premises due directly or indirectly to any act or omission of the District, or any person claiming through or under the District. The liability insurance policy shall have limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b. **Property Insurance.** The Landlord shall carry property insurance for the Premises and any improvements erected thereon. The Landlord shall present proof of such insurance to the District upon request. The District may insure its personal property located within the Premises at its own expense.
- c. **District Indemnification.** To the extent permitted by law, the District will protect, defend, hold harmless, and indemnify the Landlord from and against any and all losses, costs, damages, and expenses, including reasonable attorney's fees to the extent the same is caused directly by the District's negligence or intentional actions.
- d. **Landlord Indemnification.** To the extent permitted by law, the Landlord will protect, defend, hold harmless, and indemnify the District from and against any and all losses, costs, damages, and expenses, including reasonable attorney's fees to the extent the same is related to the Landlord's negligence or intentional actions.

**8. NOTICES AND DEMANDS.** All notices shall be given to the parties at the addresses designated below unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other

communication, such notice shall be considered given under the terms of the Agreement when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested and postage prepaid.

Ballard Community School District

\_\_\_\_\_  
Huxley Iowa \_\_\_\_\_

City of Slater, Iowa

\_\_\_\_\_  
Slater, Iowa \_\_\_\_\_

9. **FORCE MAJEURE.** If the Tenant is prevented from using the Premises for its intended use due to act of war, acts of God, acts of a public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, global pandemic, regional epidemic, public health emergency, or any other circumstances for which it is not responsible or which are not within its control, Rent shall abate during such period. Rent abatement shall only be given for days during this period Tenant is not able to use the Premises.

10. **PROVISIONS BINDING.** Each and every covenant and agreement contained in this Agreement shall extend to and be binding upon the respective successors, heirs, administrators, executors, and assigns of the parties.

11. **SEVERABILITY.** If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by any court, the illegality or invalidity of such clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

12. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Iowa and any dispute arising out of this Agreement may be brought in the Iowa District Court for Story County.

13. **MODIFICATION.** No modification of this Agreement shall be binding unless evidenced by an agreement in writing by Landlord and District.

14. **ENTIRE AGREEMENT.** This Agreement contains all of the understandings and agreements between the parties related to this Lease and shall supersede any prior understandings between the parties..

[Signature Page to Follow]

**BALLARD COMMUNITY  
SCHOOL DISTRICT**

By *Don Wolff*  
Board President

By *Wm. Kungst*  
Board Secretary

**CITY OF SLATER, IOWA**

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Clerk

**NITE HAWK FIELD EXPENSES**

**Electricity**

	<u>FY 2024</u>	<u>FY2023</u>	<u>FY2022</u>	<u>FY 2021</u>	<u>FY 2020</u>	
July	\$ 460.45	\$ 287.96	\$ 548.61	\$ 47.71	\$ 310.92	
Aug	\$ 433.01	\$ 238.82	\$ 411.90	\$ 304.01	\$ 255.04	
Sept	\$ 271.85	\$ 213.03	\$ 241.82		\$ 241.28	
Oct	\$ 223.66	\$ 370.47	\$ 457.12		\$ 58.83	
Nov	\$ 150.79	\$ 55.24	\$ 52.43	\$ 46.73	\$ 50.39	
Dec	\$ 50.80	\$ 51.79	\$ 52.28	\$ 213.92	\$ 49.67	
Jan	\$ 50.42	\$ 50.87	\$ 50.95	\$ 157.22	\$ 49.77	
Feb	\$ 53.16	\$ 53.52	\$ 35.23	\$ 33.89	\$ 52.24	
Mar	\$ 65.55	\$ 48.11	\$ 51.13	\$ 50.00	\$ 52.00	
Apr	\$ 49.37	\$ 34.72	\$ 50.72	\$ 63.90	\$ 52.58	
May	\$ 98.85	\$ 126.93	\$ 64.10	\$ 48.32		
June	\$ 402.19	\$ 284.82	\$ 211.59	\$ 222.37	\$ 66.74	
	\$ 2,310.10	\$ 1,816.28	\$ 2,227.88	\$ 1,188.07	\$ 1,239.46	\$ 8,781.79

**Field Maintenance** (seeding, lights, lime, irrigation, fencing, signage, etc)

	\$ 1,797.64	\$ 10,797.10	\$ 35,754.43	\$ 14,316.52	\$ 5,642.31	\$ 68,308.00
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**Mowing**

SALARIES	\$ 35,114.69	\$ 35,997.96	\$ 38,158.75	\$ 23,113.70	\$ 30,148.37	
ESTIMATED 2%	\$ 702.29	\$ 719.96	\$ 763.18	\$ 462.27	\$ 602.97	\$ 3,250.67
FICA	\$ 2,681.21	\$ 2,748.60	\$ 2,914.81	\$ 1,763.28	\$ 2,298.40	
ESTIMATED 2%	\$ 53.62	\$ 54.97	\$ 58.30	\$ 35.27	\$ 45.97	\$ 248.13
IPERS	\$ 2,699.21	\$ 2,153.65	\$ 1,954.48	\$ 1,361.38	\$ 2,029.37	
ESTIMATED 2%	\$ 53.98	\$ 43.07	\$ 39.09	\$ 27.23	\$ 40.59	\$ 203.96

YEAR TOTALS	\$ 4,917.64	\$ 13,431.38	\$ 38,842.87	\$ 16,029.36	\$ 7,571.29	\$ 80,792.55
						5 year total

\$ 16,158.51  
5 year avg

\*DOES NOT INCLUDE: Garbage service, parking lot, bathroom maintenance, or mower/equipment expense:

\* Ballard Schools have contributed a total of \$9,228.02 from FY 2020 through FY 2024

\* Athletic Booster club donated a total of \$152.98 during this same time period.