

MEMORANDUM OF UNDERSTANDING
October 14, 2016

This Memorandum of Understanding (MOU) documents the intent of the three parties, the Board of Regents, State of Iowa, for the benefit and use of the University of Northern Iowa (University), the Cedar Falls Community School District (District), and the City of Cedar Falls (City), to negotiate in good faith to enter into a Joint Use Agreement (e.g., a 28E Agreement) for the design, construction and management of a shared-use, 8-court, outdoor tennis complex to be located on land owned by the University. This MOU shall serve as a letter of intent for the final binding agreement. The terms set forth in this MOU shall become the basis of a Joint Use Agreement that will be subsequently entered into.

1) Project Scope: The proposed project will be developed in three phases:

A) Phase I – Base Construction: The base project will include the following features:

- Eight (8) post-tensioned concrete slab courts, playing surface, nets, and paint
- 10' height chain link fencing, with a paired court layout
- New sidewalks tied into city sidewalk and campus sidewalk system as appropriate
- Storm water management infrastructure
- Electrical conduit between electrical service panel in Nielsen Fieldhouse and proposed future lighting locations
- Turf restoration around and outside the concrete slab courts anticipated to be 25' from the actual courts

B) Phase II – Enhanced Facilities: An enhanced project will be developed if there is success in securing grant monies and donations. The enhancements include some or all of the following, and will be jointly selected by the parties:

- Tennis court lighting and electrical service
- Storage shed
- Meet manager gazebo
- Portable bleachers
- Landscape screen plantings and tree plantings

C) Phase III – Additional Tennis Courts: The project will be designed for a four-court expansion that will have the same general features as developed for the Phase I courts, including any improvements made as a part of Phase II and deemed necessary.

2) Schedule: The Phase I tennis courts will be completed by August 11, 2017. The parties anticipate starting design work in October 2016 and construction in Spring 2017. Phase II work may be done as a part of Phase I if there is sufficient funding or may be deferred until funding has been identified. Phase III is future work that will be developed by the parties when there is demonstrated demand for additional service and adequate funding has been secured.

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3) Capital Costs:

A) The estimated total project cost for Phase I is between \$1.5 million and \$1.6 million. The parties agree in principle to share equally in the cost of capital construction with each party contributing \$210,000 in FY 2017 toward Phase I. The balance of Phase I will be funded in FY 2018 based on anticipated and actual costs.

B) The estimated total project cost of Phase II is between \$500,000 and \$600,000; and the estimated total project cost for Phase III is \$750,000 to \$1 million in 2016 dollars. Funding for Phase II and III shall be negotiated by the parties in good faith and mutually agreed upon in writing by all three parties when the projects are deemed appropriate.

C) A grant will be solicited from the Black Hawk County Gaming Commission in the amount of \$500,000, which shall be applied to Phase I of the project. The grant shall be applied to the total project cost of the Phase, with any additional costs paid by each party equally. The City and School District will jointly be responsible for applying for the grant and the University shall endorse and support the grant application. All parties agree that the Phase I of the project shall be completed regardless of whether the grant from the Black Hawk County Gaming Commission is approved, and regardless of the success of solicitation of donations for the cost of the Phase I project.

D) Each party may elect to solicit donations for portions of the project. When such donations are solicited jointly, the donation shall reduce the commitment of all three parties equally. When solicited and given/received individually, the donation shall offset the cost of the work for that party only.

i) Donations that require a portion of the facility be named shall follow the University naming policy regardless of the party to which the donation was made.

4) Approvals Necessary for Capital Construction: Each entity shall be responsible for securing approvals for the project, including the cost for such approvals, in accordance with the processes that govern each party. Except as specified herein (e.g. naming policy), each party shall not require the other parties to participate in an approval process to which they would not normally be subjected. Each party shall obtain their necessary approvals in a timely fashion so that the project is not subject to delays.

All parties understand that prior to finalizing their part of a Joint Use Agreement relating to this project:

A) The University must obtain approval(s) from the Board of Regents, State of Iowa;

B) The School District must obtain approval(s) from the Cedar Falls Community Schools Board of Education; and,

C) The City of Cedar Falls must obtain approval(s) from the City Council of the City of Cedar Falls.

5) Design and Construction of Facilities: The University shall be responsible for the management of the design, bidding and construction of the tennis courts and shall use its internal processes in securing the services of design professionals, publicly bidding the work and managing the construction of facilities. The University shall establish a project advisory committee with representatives from the parties to advise the University on programmatic and design parameters and to approve changes to the budget or scope of work.

6) Management of the Facilities: The University shall be solely responsible for the day-to-day management of the tennis courts and associated grounds. This includes scheduling of events and open playing times; lighting schedule; parking management; ordering corrective maintenance, preventive maintenance, and landscape maintenance; and other actions that relate to the day to day operation of the courts. The cost of this day-to-day management shall be borne by the University.

The parties recognize that each party has seasonal scheduling needs that are requirements of the programs using the facilities. Programs considered "in season" will have priority over open use periods and programs that are not in season. The University will manage in season scheduling to minimize conflicts without prejudice to any party.

7) Ownership of the Facilities: The University shall be the sole owner of the facilities. In the event the Joint Use Agreement is terminated, the University shall retain ownership of the facilities.

8) Operation and Maintenance Costs: Responsibilities for operation and maintenance costs shall be included in the Joint Use Agreement to be negotiated in good faith and mutually agreed upon in writing by all three parties. Operation and maintenance costs shall include monthly utility costs, corrective and preventive maintenance costs, landscape and parking maintenance costs and other costs not directly associated with day-to-day management of the facilities as provided in Paragraph 6 above even though these costs or projects may be ordered through the day-to-day management of the facilities.

9) Miscellaneous:

A) Each party shall be solely responsible for the disposition of their respective existing tennis facilities.

B) This MOU outlines the understanding of the conditions by which the proposed project and the Joint Use Agreement relating to the project will be negotiated and executed. The parties agree to work in good faith toward the outcomes listed in this MOU with the understanding that, if negotiations between the parties are successful, a Joint Use Agreement will be developed from this MOU that fully outlines the responsibilities of each party. The parties agree to negotiate, develop and execute the Joint Use Agreement before the parties provide funding for the Phase I project costs, and before a contract is let for the Phase I project construction. Items not specifically addressed in this MOU, such as parking fee waivers, and length of term of a Joint Use Agreement, will be included in the Joint Use Agreement. A Joint Use agreement shall be the final and

binding agreement that documents and describes the terms mutually agreed to by all three parties after good faith negotiations.

C) Each party shall present this MOU to its appropriate decision making person or body for approval.

CITY OF CEDAR FALLS, IOWA

CEDAR FALLS COMMUNITY
SCHOOL DISTRICT

By: _____
James P. Brown, Mayor

By: _____
Joyce E. Coil, President

Attest: Jacqueline Danielsen, City Clerk

By: _____
Douglas J. Nefzger, Secretary

BOARD OF REGENTS,
STATE OF IOWA,
FOR THE BENEFIT AND USE OF
THE UNIVERSITY OF NORTHERN IOWA

By: _____
Michael Hager, SVP, Finance and Operations
University of Northern Iowa



Project Site



Tennis Complex Site Plan



June 8, 2016

