

RESOLUTION NO. 016 (2026/2027)

A RESOLUTION APPROVING THE FACILITY USE AGREEMENT BETWEEN THE CITY OF NEVADA, IOWA, AND THE NEVADA COMMUNITY SCHOOL DISTRICT

WHEREAS, the City of Nevada and the Nevada Community School District recognize the mutual benefit of cooperating to provide the public with access to parks, recreational facilities, buildings, athletic fields, and other public facilities for educational and recreational programs and activities; and

WHEREAS, the City and the School District have maintained a Facility Use Agreement establishing the terms and conditions for reciprocal use of each other's facilities; and

WHEREAS, the Agreement promotes continued collaboration, efficient use of public resources, and coordination of programs and activities that benefit the residents of the community; and

WHEREAS, the Agreement is reviewed annually by representatives of both organizations to evaluate its effectiveness and determine whether any revisions are necessary; and

WHEREAS, the Nevada Community School District will review the Agreement at its July 27, 2026 meeting, and the Nevada City Council reviewed the Agreement at its July 27, 2026 meeting.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Iowa, that:

1. The Facility Use Agreement between the City of Nevada and the Nevada Community School District is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute the Agreement on behalf of the City of Nevada and to take any actions necessary to carry out the intent of this Resolution.

PASSED AND APPROVED this 27th day of July, 2026.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

**CITY OF NEVADA
&
NEVADA COMMUNITY SCHOOL DISTRICT
FACILITY USE AGREEMENT**

Purpose:

The City of Nevada (the "City") and the Nevada Community School District (the "School") agree that it is in the best interests of the community that they cooperate and mutually provide for the public use of public parks, recreation places, buildings, and other public facilities owned and operated by the City and the School, and to provide for the supervision, instruction, and oversight necessary to carry on public educational and recreational programs and activities.

Agreement:

In consideration of the purpose of this Facility Use Agreement (the "Agreement"), both the City and the School District agree to reciprocal facility usage without fee, and to support the endeavors of each other in good faith by following the general guidelines established as follows:

1. The City and School agree to provide and make available for each other's use public, recreational, athletic, and other facilities each may own from time to time as may be suitable for use by the other in carrying out its educational and recreational programs, trainings, meetings, etc. City facilities available to the School include baseball/softball fields, soccer field(s), Pavilion, shelters, Field House, tennis courts, and other city amenities as needed. School facilities available to the City include gymnasiums, safe room, wrestling rooms, commons areas, indoor track area, outdoor track/football field, and other district amenities as needed.
2. It is generally understood that each organization will receive priority scheduling at their facilities. In addition, the High School will also receive priority scheduling at Harv Bainter Soccer Field at SCORE, but will coordinate with the City and Nevada Soccer Club to accommodate outside use requests. City departments will receive second priority scheduling at school facilities once all school activities have been initially scheduled. In the event that there is a cancellation, the organization cancelling will notify the other as soon as possible.
3. All facility requests and communications will take place between the various City departments and the School Activity Office(s).
4. The City and the School agree that when an event has been scheduled by the other, that every effort will be made to accommodate that event without cancellation or bumping. If a cancellation, conflict, or bump occurs, both parties will work cooperatively and in a timely fashion to find an alternative solution or a date/time to accommodate a make-up.
5. In the event that classes are let out early due to weather, the City agrees that no evening activities will be held in the School's facilities. In the event that classes are cancelled at the beginning of a school day due to weather, the City will have the option to still hold evening activities if weather permits.
6. In the event that heavy rains or snow may expose an athletic field to excessive wear/damage or make it unplayable, representatives from both the City and the School will meet to determine a course of action.

7. The party using the facilities of the other shall promptly clean-up and restore the facilities that are used to the general condition they were in prior to such use, except that such clean-up shall not include the need to provide janitorial services or supplies.
8. Both parties agree that for those locations where storage is made available for the purpose of storing equipment, supplies, etc. for a program, that those areas will be kept organized and picked up.
9. The party using the facilities of the other shall provide its own staff, facilitators, referees, chaperones, and other personnel needed to conduct its activity.
10. In the event that an activity is cancelled at the facility of the other, proper notification will be given to the other as soon as possible using phone, email, and/or text messaging.
11. Since no damage deposits are collected, any costs incurred to repair damages to a facility as a direct result of the other parties use, will be billed back to that organization for immediate reimbursement.
12. The City and School shall each provide a list of employees with contact numbers that on-site supervisors can use in the case of an emergency.

This Agreement will be reviewed by the Superintendent of Schools, School Activity Director, City Administrator, Parks and Recreation Director and associated boards in June of each year to evaluate its effectiveness and determine any necessary changes to the agreement.

Either party can terminate this agreement with 30 days notice to the other party.

The undersigned as representatives of their respective organizations and with the approval of the Nevada School Board and the Nevada City Council agree to the terms/conditions as set out in this Agreement.

Superintendent, Nevada Community Schools

Date

City Administrator, City of Nevada

Date