
AGENDA ITEM SUMMARY

Subject: Agreement with CIA for maintenance of their parks

Background Summary:

The agreement with City Improvement Association needs to be renewed. They have been in discussion with the park and rec department for this. There are no changes from the previous agreement and I have included the agreement that has been drafted for council review.

I believe Tyler will be in attendance at the meeting for any questions you may have.

CITY OF CHARLES CITY

MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That the City Improvement Association of Charles City, Iowa, herein termed "Association", and the City of Charles City, Iowa, herein termed "City", agree as follows with regard to care of designated parks owned by the Association and the City:

1. **TERM.** This agreement shall be in effect for the calendar years 2021 thru 2023, and shall terminate without notice December 31, 2023 at 11:59 p.m.

2. **CONSIDERATION.** The Association shall pay the sums listed below in two (2) equal payments made each year with the first on or before June 30th and the second on or before September 30th to the City each year payable at City Hall, 105 Milwaukee Mall, Charles City, Iowa as follows:

\$5,000.00 during 2021
\$5,000.00 during 2022
\$5,000.00 during 2023

as well as provide upon request by the City a total of Twenty-Five Thousand and no/100 Dollars (\$25,000.00) payable as listed below for mowing equipment purchases. Funds not requested one (1) year shall be carried over and payable in the following year as requested by the City as follows:

\$8,000.00 during 2021
\$8,500.00 during 2022
\$8,500.00 during 2023

The equipment will be chosen by the City and purchased in accordance with City purchasing policy. Ownership of the equipment shall remain with the CIA until conclusion of the full lease term or until earlier termination by the CIA pursuant to paragraph 8 of this Agreement, at which time ownership shall be transferred to the City. The equipment will be maintained, operated, insured and stored by the City.

IN CONSIDERATION of said payment the City shall, through its Parks and Recreation Department, maintain the following named parks owned by the Association, to-wit:

Andres Memorial Park
Grace Larson Memorial Park
Bayou Bend
Riverside
Kate McLeod
Sunset
Flora Ellis
Dana
Memorial
City Improvement Association
Merten Klaus

3. DEFINITION - MAINTENANCE. Maintenance provided in paragraph 2 above includes but is not limited to, mowing and trimming of grass, removal of litter and debris and collection and disposal of garbage. Additional considerations include:

Flora Ellis – lower area not to mowed, return to natural area. Anticipate upper area behind houses to be sold.

City may spray for total weed control in sidewalk cracks and riverbank riprap areas. The City will not be responsible for removal of vegetation from riprap areas in the future if spraying is eliminated.

Mow parks generally one (1) time per week.

Eliminate mowing during drought times even if weeds are growing and unsightly. The City may trim or remove trees or branches, and will advise CIA as needed.

4. IMPROVEMENTS. The Association shall retain the right to make improvements in parks owned by the Association after consulting and advising the City. Said right shall be without restriction, except as by ordinance or statute provided.

The City shall not make any changes, nor allow any persons or groups to make changes in improvements to parks owned by the Association without the prior written approval of the Association.

5. USE. The parties intend for the parks named in paragraph 3 above to be used as public parks for the use and pleasure of the residents of and visitors to Charles City, Iowa. However, the City shall not permit the use of said parks for any formal group function, gathering or event without the prior written consent of the Association.

6. MILL RACE PARK. The area known as Mill Race Park, located near the corner of Jackson Street and Main Street is owned by the City. The Association has expended substantial sums and efforts improving said area (obtaining and placing the "old mill wheel", providing bronze marker; constructing and placing planter, benches and tables); in consideration of which the City agrees not to remove or change any of said improvements in the concrete patio area without the prior written consent of the Association.

7. PRIOR LEASES. All lease agreements heretofore existing between the City and the Association are hereby canceled as of January 1, 2021.

8. TERMINATIONS. This agreement may be terminated by either party prior to the conclusion of the lease term upon thirty (30) days written notice to the other party. Upon termination of the lease, any cash compensation or equipment funds which remain unpaid for the years preceding the year of termination shall be due immediately, and any cash compensation or equipment funds for the year in which the lease is terminated shall be pro-rated to the date of termination.

9. FINANCIAL COMPENSATION. At any time during the term of this agreement, if conditions warrant, the financial compensation paid to the City for services may be reviewed and modified as agreed in writing by both parties.

Signed at Charles City, the 24 day of September, 2020.

CITY IMPROVEMENT ASSOCIATION
OF CHARLES CITY, IOWA

By *Leslie Luper*

By *President CIA*

CITY OF CHARLES CITY, IOWA

By _____

Title _____

Attest:

By _____

Title _____

