

MEETING DATE: 3/15/21

ITEM: 10H

AGENDA ITEM SUMMARY

Subject: Consider Resolution No. 43-21 approving parking lot lease with HyVee for garden center

Recommendation: Recommend approval of lease

Background Summary:

Hy-Vee has requested to rent space from the City for use of their spring/summer garden center.

Recently the pricing was changed and based on a square footage price of \$.626 per square foot. This amounts to \$275 per month for HyVee's area they desire to lease. Electrical usage was also taken into account in the new rental fee. The rent was quoted on a per month basis so they can decide how long they want to have their structure up, with 4 months being the maximum length as per our code. They will need to get approval from code enforcement on the temporary structure.

This lease is the same as in year's past.

CITY OF CHARLES CITY

LEASE AGREEMENT

The City of Charles City, Iowa (City) agrees to lease to Hy-vee (Tenant) and Tenant agrees to lease from the City the following-described parking lot area on the terms and conditions set forth herein.

1. Area to be leased: Parking Lot
2. Term of lease. The area described above shall be leased for the period beginning at 8 o'clock A.M. on the 1st day of April, 2021, and concluding at 5 o'clock P.M. on the 30th day of June, 2021.
3. Deposit. A deposit of \$100.00 shall be paid by Tenant upon execution of this agreement by both parties which shall stand as security for performance of the Tenant's obligations, including specifically the obligation to clean up the leased premises and to repair any damage caused to the premises during the lease term. Upon conclusion of the lease term, the City shall either refund the full deposit or provide written explanation to the Tenant of the basis for retaining the deposit.
4. Rent. Rent shall be in the amount of \$ 275 due upon execution of this lease by both parties, but in no case no later than the beginning of the lease term.
5. Hold Harmless. Tenant agrees to hold the City harmless from and indemnify the City for all injuries to persons or property occurring upon the leased premises during the term of this lease, regardless of cause except only as they arise from the sole negligence of the City.
6. Insurance. Tenant shall carry general liability insurance in an amount not less than \$1,000,000 to cover risks associated with its use of the demised premises during the lease term, and to provide proof thereof prior to the beginning of the lease term.
7. Responsibility for Damage. Tenant shall be responsible to repair or to compensate the City for the repair to all damage to City property occurring during the lease period, regardless of cause except only for damage arising from the sole negligence of the City.
8. Cleanup. Tenant shall be responsible to return the premises in a clean condition upon conclusion of the lease term.

9. Other Rules and Restrictions. Tenant agrees to abide by such other rules, regulations or restrictions as are imposed by the City in connection with its approval of the use or event conducted by the Tenant, and the Tenant shall abide by all laws of the state of Iowa and the Code of the City of Charles City during the lease term.

Dated this 12th day of March, 2021.

City:
CITY OF CHARLES CITY
105 Milwaukee Mall
Charles City, IA 50616

Tenant: HYVÉE FOOD STORE
901 KELLY STREET
CHARLES CITY, IA 50616

Dean Andrews, Mayor

Joshua B...
Tenant

Attest: _____
Trudy O'Donnell, City Clerk



North
Iowa Area
Community
College