

MEETING DATE: 04/05/21

ITEM: 10A

AGENDA ITEM SUMMARY

Subject: Consider Resolution No. 44-21 approving parking lot lease with Theisen's for garden center

Recommendation: Recommend approval of lease

Background Summary:

Theisen's has requested use of City Parking lot for use of their garden center. It is the same area as in the past.

We started calculating the amount of these leases based on the square footage

Based on the above information I've developed the pricing structure as follows:

Rental of parking lot (4,250 sq/ft*\$.626)/12months = \$221.71 = rounded to \$225

Electrical usage = \$25 per month

Total monthly rental = \$250 per month

They have requested the lease from April 15 to June 30.

RESOLUTION NO. 44-21

*RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THEISEN'S AND
THE CITY OF CHARLES CITY FOR USE OF PUBLIC PARKING LOT*

WHEREAS, Theisen's is desirous of leasing from the City the following described parking area:

Area directly south of Theisen's east vestibule doors, approximately a 32' x 110' portion of the parking lot

WHEREAS, Theisen's is interested in leasing said property from the city for the purpose of a lawn and garden center for \$250 per month, not to exceed 4 months, and;

WHEREAS, the monthly amount includes the use of electricity. In addition a \$100 refundable security deposit will be required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charles City, Iowa, meeting in regular session on this 5th day of April, 2021, that the Mayor and City Clerk are hereby authorized and directed to execute said lease agreement subject to its conditions between the City and Theisen's.

COUNCIL MEMBER moved the adoption of the foregoing Resolution;

COUNCIL MEMBER seconded the motion and on roll call the voting was as follows:

AYES:

NAYS:

Passed and approved this 5th day of April, 2021.

Dean Andrews, Mayor

Attest:

Trudy O'Donnell, City Clerk

LEASE AGREEMENT

The City of Charles City, Iowa (City) agrees to lease to Theisen's (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: 3264 square feet directly in front of Theisen's store from light pole to light pole, 2 rows of parking spots from yellow line to yellow line
2. Term of lease. The area described above shall be leased for the period beginning at 7 o'clock A.M. on the 15 day of April, 2021 and concluding at 9 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 \$ 256.00/mth 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 9 day of March, 2021.

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

Tenant: Theisens of Charles City
803 Kelly St.
Charles City, IA 50616

Dean Andrews, Mayor

Kristina D
Tenant

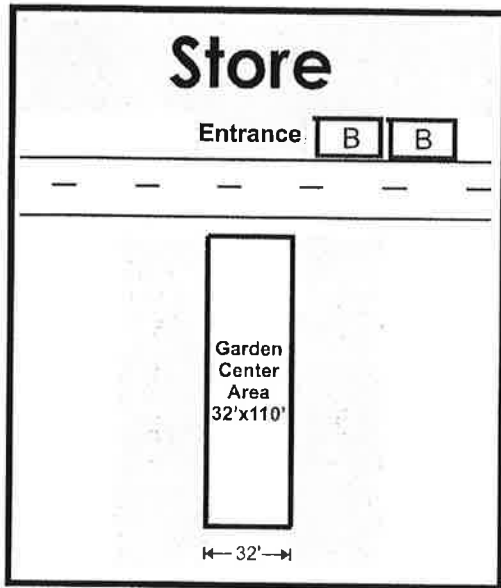
Attest: _____
Trudy O'Donnell, City Clerk

Revised 12/4/2020
3,264 SQFT

Charles City, IA Theisen's 2021

803 Kelly St., 50616 Phone: (641) 228-2223

THIS STORE REQUIRES FLAME RETARDANT POLLY
NO HEATER FOR GREENHOUSE AT THIS LOCATION



Dan & Jerry's
Greenhouses
2121 90th St NE
Monticello, MN 55362
Phone: (763) 271-6570
Fax: (763) 271-6594

[B] = Basket Rolling Rack
1 - outside
1 - Inside by Cash Register

[] = 1 Pallet (4'x4')

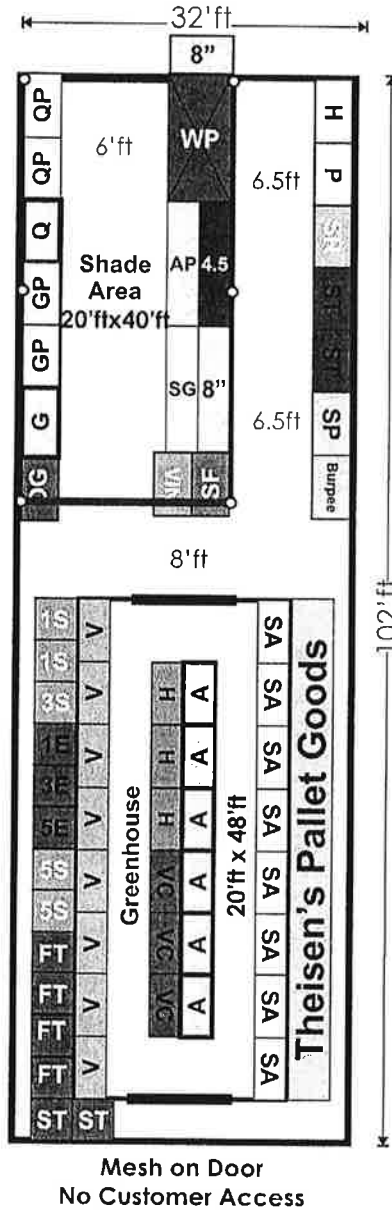
[] = 1 Plant Rack (3.6'x6')

[X] = 12' Basket Step Bench

[—] = Doors

[—] = Garden Center Sign

17 = Plant Racking Benches
5 = Extra Ends
7 = Tree Pallets



PLANT LOCATIONS

- [SA] SUN ANNUALS
- [A] SHADE ANNUALS
- [QP] Qt. SUN PERENNIALS
- [Q] Qt. SHADE PERENNIALS
- [GP] Gal. SUN PERENNIALS
- [G] Gal. SHADE PERENNIALS
- [2P] 2 GALLON PERENNIAL
- [4.5] 4.5" SPECIALITY ANNUALS
- [Z] ZONAL GERANIUMS
- [SG] SEED GERANIUMS
- [AP] ACCENT PLANTS
- [AG] ANNUAL GRASS
- [H] HYDRANGEA
- [T] TROPICALS
- [PP] PATIO POTS
- [WP] WAVE PETUNIAS
- [OG] ORNAMENTAL GRASS
- [8"] 8" SPRING ANNUALS
- [P] PEONIES
- [CC] 4-PK COLD CROP VEGETABLES
- [VC] SINGLE VINE CROP VEGETABLES
- [SV] SPECIALITY VEGETABLES
- [V] 4-PACK VEGETABLES
- [] SINGLE TOMATOES
- [SP] SINGLE PEPPERS
- [H] HERBS
- [] STRAWBERRIES
- [SF] SMALL FRUITS
- [VIN] VINES
- [SR] SHRUB ROSES
- [] SHRUBS
- [] EVERGREENS
- [ST] SHADE TREES
- [FT] FRUIT TREES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kunkel & Associates, Inc. 401 Data Court Dubuque IA 52003		CONTACT NAME: Brent Drapeau PHONE (A/C, No, Ext): 563-585-2310 E-MAIL ADDRESS: certs@kunkel-inc.com		FAX (A/C, No): 563-557-7316	
INSURED Theisen's Supply, Inc. 6201 Chavenelle Road Dubuque IA 52002		INSURER(S) AFFORDING COVERAGE INSURER A : Integrity Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		NAIC # 14303	

COVERAGES **CERTIFICATE NUMBER:** 1072581803 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CPP277321201	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N				<input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property			CPP277321201	4/1/2020	4/1/2021	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Sample FOR INFORMATION ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 