
AGENDA ITEM SUMMARY

Subject: Lease with Zoetis for ball fields at Wildwood and agreement for use for RAGBRAI 2022

Recommendation: Consider Resolution 18-22 approving lease of ballfields at Wildwood from Zoetis and agreement for use of them for RAGBRAI 2022

Background Summary:

For many years, the city has leased the ballfields at Wildwood from Zoetis for use for the Little League games. This lease will expire in May 2022 and Zoetis has submitted a new 3 year lease. This has been given to Brad for review and he has approved it. Language has been included to allow use of this field for RAGBRAI, same as the one before.

We are recommending approval of the lease and the agreement for use for RAGBRAI.

CITY OF CHARLES CITY

RESOLUTION NO. 18-21

*RESOLUTION APPROVING LEASE AGREEMENT BETWEEN ZOETIS AND THE CITY
OF CHARLES CITY*

WHEREAS, the City Council of the City of Charles City, Iowa has leased ball fields owned by Zoetis LLC located at Wildwood Golf Course for many years, and

WHEREAS, this lease will expire in May 2022 and needs to be renewed, and

WHEREAS, use of these ball fields for RAGBRAI 2022 has also been included in the agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charles City, Iowa, meeting in regular session on this 7th day of February, 2022, that the lease for ball fields at Wildwood Golf Course and use of those ball fields for RAGBRAI 2022 hereby be approved.

COUNCIL MEMBER moved the adoption of the foregoing Resolution;

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

AYES:

NAYS:

Passed and approved this 7th day of February, 2022.

Dean Andrews, Mayor

Attest:

Trudy O'Donnell, City Clerk

Ball Field Lease

This Ball Field Lease (hereinafter referred to as the "Lease") is entered into this _____ day of _____ 2022 by and between Zoetis LLC, a company organized and existing under the laws of the state of Delaware and doing business at 2000 Rockford Road Charles City, Iowa 50616, USA (hereinafter referred to as the "Lessor") and the City of Charles City, a municipal corporation of the State of Iowa, USA (hereinafter referred to as the "Lessee"). In consideration of the sum of \$1.00, and for a term beginning on the 1st day of May 2022 and ending on the 31th day of December 2025, and the covenants herein specified, the Lessor hereby leases unto the Lessee the right and privilege to occupy and use the following described premises:

Beginning at a point on the Westerly right-of-way line of the Charles City Western Railway lying 456 feet North of the center line of Primary Road No. 14, thence South along the Westerly right-of-way a distance of 486 feet to the center line of Primary Road No. 14, thence West approximately 600 feet to a point on a line which is an extension of a North-South fence line, thence Northerly along said fence line approximately 490 feet to an East-West fence line, thence East approximately 600 feet to the point of beginning, except that part used as Primary Road No.14;

for lease as a Little League Baseball Park and, when not so required, with verbal permission from the Lessor, use the area for other organized recreation which will be sponsored and supervised at its own risks by the Lessee. The Lessor further permits the Lessee to use and occupy the premises for activities associated with Register's Annual Great Bicycle Ride Across Iowa ("RAGBRAI"), provided that the Lessee supervises such use and employs efforts to limit third-party occupancy to registered RAGBRAI bicycle riders, within the timeframe of this Lease.

The Lessee is also hereby given the right and privilege of adding dirt fill to the property to landscape the property for the use intended; to remove shrubs and trees, to plant or remove grass, to provide parking facilities, erect lights, bleachers, backstops and such other facilities necessary for the use intended. Such items shall not be construed as fixtures and shall be removed by the Lessee at the termination of this Lease except that none of the landscaping shall be removed or disturbed any more than necessary to accomplish the removal of the other items mentioned herein. At the end of the lease period, unless an extension can be reached, the property must be returned to the same condition or better than at the outset of this Lease.

The Lessee is given the further right and privilege to repair and replace any fences or gates on the property so long as the original fence lines remain clearly identified or marked.

The Lessee, in consideration of these rights, hereby covenants as follows:

1. That it will pay all charges for water, electricity and other utilities as the case may be used on said premises by the Lessee;
2. That it will permit ingress and egress only from the property line adjoining Wildwood Park;
3. Ingress and egress from other Zoetis LLC property shall be prohibited;
4. The fences and grounds shall be constructed and maintained safe for the use intended; and
5. The Lessee will properly insure against all liability accidents which may occur on the premises or as a result of any sponsored activity on the premises during this Lease and agrees to hold the Lessor harmless from any and all judgments connected with or arising out of accidents occurring on the said premises during or in connection with this Lease.

By: _____
Zoetis LLC - Charles City Site Leader

By: _____
Mayor - City of Charles City