

MEETING DATE: 3/21/22

ITEM: 10C

AGENDA ITEM SUMMARY

Subject: Consider Resolution No. 35-22 approving parking lot lease with HyVee for garden center

Recommendation: Recommend approval of lease

Background Summary:

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

The pricing was changed a few years ago and is now based on square footage price of \$.626 per square foot. This amounts to \$275 per month for the size of HyVee's requested area. Electrical usage was also taken into account in this amount. According to our code, they can have their structure up for four months maximum but they have traditionally only had it up for 3 months. They will need to get approval from code enforcement on the temporary structure.

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

RESOLUTION NO. 35-22

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

WHEREAS, HyVee is desirous of leasing from the City the following described parking area:

Area directly south of the store front and approximately 30' x 142' of the parking lot

WHEREAS, HyVee is interested in leasing said property from the city for the purpose of a lawn and garden center for \$275 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 21st day of March, 2022, that the Mayor and City Clerk are hereby authorized and directed to execute said lease agreement subject to its conditions between the City and HyVee.

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 21st day of March, 2022.

Dean Andrews, Mayor

Attest:

Trudy O'Donnell, City Clerk

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 (Picture Attached)
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, 2022, and concluding at 5 o'clock P.M. on the 30th day of JUNE, 2022.
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 month 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.

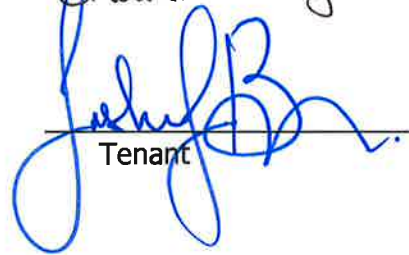
9. Other Rules and Restrictions. Tenant agrees to abide by such other rules, regulations or restrictions as are imposed by the City in connection with its approval of the use or event conducted by the Tenant, and the Tenant shall abide by all laws of the state of Iowa and the Code of the City of Charles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

Dated this 21st day of March, 2022

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

Tenant: Hy-Vee Food Store
901 Kelly Street.
Charles City IA 50616

Dean Andrews, Mayor



Tenant

Attest: _____
Trudy O'Donnell, City Clerk

