



**Grinnell FINANCE COMMITTEE Meeting
MONDAY, FEBRUARY 3, 2020 AT 7:00 A.M.
IN THE LARGE CONFERENCE ROOM ON THE 2ND FLOOR
OF THE CITY HALL**

TENTATIVE AGENDA

ROLL CALL: Wray (Chair), White, Bly.

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Consider resolution setting public hearing for Proposed Maximum Property Tax Levy (See Resolution No. 2020-13).
2. Consider resolution for monthly internal transfers of funds (See Resolution No. 2020-14).
3. Consider resolution for monthly transfers of funds for trust and agency (See Resolution No. 2020-15).
4. Consider resolution authorizing lease agreement with Alliant Energy for 728 Main Street (See Resolution No. 2020-16).
5. Consider resolution authorizing Mayor and City Clerk to sign lease agreement for Ahrens Soccer Facility and Concession Stand in the amount of \$2,740 (See Resolution No. 2020-17).
6. Consider resolution authorizing Mayor and City Clerk to sign lease agreement for Grinnell Athletic and Recreation Center in the amount of \$42,888 (See Resolution No. 2020-18).
7. Consider resolution authorizing Mayor and City Clerk to sign lease agreement for Ahrens Family Center in the amount of \$5,322 (See Resolution No. 2020-19).
8. Consider resolution authorizing a sub-lease agreement between the city of Grinnell and Grinnell-Newburg School District for the Ahrens Soccer Facility and authorizing the Mayor and City Clerk to sign the same (See Res No. 2020-20).
9. Consider resolution authorizing a sub-lease agreement between the city of Grinnell and Mid-Iowa Futbol, Inc. for the Ahrens Soccer Facility and authorizing the Mayor and City Clerk to sign the same (See Res No. 2020-21).
10. Discuss emergency medical services.

INQUIRIES:

ADJOURN:

RESOLUTION NO. 2020-13

A RESOLUTION TO SET DATE AND TIME OF A PUBLIC HEARING FOR THE PROPOSED PROPERTY TAX LEVY.

Be It Resolved by the Council of the City of Grinnell, Iowa:

The City Council of the City of Grinnell will meet at Grinnell City Council Chambers at 7:00 o'clock p.m. on February 17, 2020 for the purpose of setting the Proposed Property Tax Levy for the city for the fiscal ending June 30, 2021 by increasing the current Property Tax Levy as follows:

Regular General Levy revenue and Emergency Levy revenue due to an increase in Regular Taxable Valuation, Police & Fire Retirement Levy revenue due to an increase in employer contribution from 24.41% to 25.31% and underestimation for FY20, Other Employee Benefits revenue due to an expected Medical Insurance increase.

AYES:

NAYS:

Passed and approved on this 3rd day of February 2020.

DAN F. AGNEW, MAYOR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR

CITY NAME	NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY	CITY CODE
Grinnell	Fiscal Year July 1, 2020 - June 30, 2021	79-745

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date:	Meeting Time:	Meeting Location:
02/17/2020	7:00 PM	Council Chambers, City Hall, 520 4th Ave

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the Council will publish notice and hold a hearing on the proposed city budget.

City Web Site (if available):		City Telephone Number:		
www.grinnelliowa.gov		641-236-2600		
Iowa Department of Management	Current Year Certified Property Tax	Budget Year Effective Property Tax	Budget Year Proposed Maximum Property Tax	Annual % CHG
	2019/2020	2020/2021**	2020/2021	
Regular Taxable Valuation	1 270,446,876	286,504,701	286,504,701	
Tax Levies:				
Regular General	2 \$2,190,620	\$2,190,620	\$2,320,687	
Contract for Use of Bridge	3 \$0	\$0		
Opr & Maint Publicly Owned Transit	4 \$0	\$0		
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	5 \$0	\$0		
Opr & Maint of City-Owned Civic Center	6 \$0	\$0		
Planning a Sanitary Disposal Project	7 \$0	\$0		
Liability, Property & Self-Insurance Costs	8 \$165,000	\$165,000	\$165,000	
Support of Local Emer. Mgmt. Commission	9 \$0	\$0		
Emergency	10 \$73,021	\$73,021	\$77,356	
Police & Fire Retirement	11 \$341,350	\$341,350	\$381,310	
FICA & IPERS	12 \$265,000	\$265,000	\$269,150	
Other Employee Benefits	13 \$646,260	\$646,260	\$665,521	
*Total 384.15A Maximum Tax Levy	14 \$3,681,251	\$3,681,251	\$3,879,024	5.37%
Calculated 384.15A Maximum Tax Rate	15 \$13.61173	\$12.84883	\$13.53914	

Explanation of significant increases in the budget:

Regular General Levy and Emergency Levy revenue have increased due to the Regular Taxable Valuation Increase. Police & Fire Retirement has increased due to an increase in employer contribution from 24.41% to 25.31% and because FY20 was underestimated. Other Employee Benefits has increased due to an expected increase in Medical Insurance rates.

If applicable, the above notice also available online at:

City of Grinnell website, City of Grinnell Facebook page, and City of Grinnell Twitter account.

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

RESOLUTION NO. 2020-14

RESOLUTION FOR MONTHLY INTERNAL TRANSFER FUNDS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA:

The following transfer is hereby authorized:

FROM FUND

001.4-950.4.6790 GENERAL - \$ 55,161.80

TO FUND:

003-3.410.3.4790 GENERAL LIBRARY - \$ 55,161.80

PURPOSE OF TRANSFERS

To generate funds for February 2020 expenses incurred by Library per budget as approved by council with city claims for January.

PASSED AND APPROVED this 3rd day of February 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director

RESOLUTION NO. 2020-15

RESOLUTION TO TRANSFER FUNDS MONTHLY

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA:

The following monthly transfer is hereby authorized:

FROM:

112 TRUST & AGENCY	Monthly Transfer	\$ 12,340.93
610 WATER	Monthly Transfer	1,277.80
620 SEWER	Monthly Transfer	879.55
630 STORM WATER	Monthly Transfer	178.23
670 SOLID WASTE	Monthly Transfer	1,241.77
		\$ 15,918.28

TO:

138 MEDICAL INSURANCE RESERVE	\$15,784.38
140 HEALTH INSURANCE ESCROW	133.90
	\$15,918.28

PURPOSE OF TRANSFERS

For medical insurance reserve and police/fire work comp monthly transfers as budgeted for FY20.

PASSED AND APPROVED this 3rd day of February 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director

RESOLUTION NO. 2020-16

A RESOLUTION AUTHORIZING MAYOR AND CITY CLERK TO SIGN LEASE AGREEMENT WITH INTERSTATE POWER AND LIGHT COMPANY FOR 728 MAIN STREET

WHEREAS, the City of Grinnell has decided that to lease the parking lot at 728 Main Street is in the city's best interest; and

NOW, THEREFORE, upon the motion duly made by Council Member _____ seconded by Council Member _____ and properly carried it is hereby RESOLVED:

1. That the city of Grinnell agrees to lease the Interstate Power and Light Company, and
2. That the city of Grinnell and the Interstate Power and Light Company have agreed upon the terms of the lease agreement; and
3. That the lease agreement is effective from February 3, 2020 to January 31, 2023 for the amount of one dollar (\$1.00) one-time payment, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL that the Mayor and City Clerk are hereby authorized to sign the lease agreement on behalf of the city.

PASSED AND APPROVED THIS 3rd day of February 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director

LAND LEASE

THIS LEASE AGREEMENT, made this _____ day of _____, 2020, (Effective Date) between Interstate Power and Light Company (a wholly owned subsidiary of Alliant Energy Corporation), (an Iowa corporation, hereinafter called "Lessor", and City of Grinnell, hereinafter called "Lessee," having its principal place of business and office in the City of Grinnell, State of Iowa.

WITNESSETH:

In consideration of the following obligations and agreements to be performed by the parties herein, the Lessor hereby leases unto the Lessee vacant land situated in the City of Grinnell, in the County of Poweshiek, State of Iowa, described as follows:

All that part of Lots 5 and 6, Block 9 in the Original Town of Grinnell, Poweshiek County, Iowa, described as follows:

Beginning at the northeast corner of Lot 6; thence westerly along the north line of Lot 6 to the northwest corner thereof; thence southerly along the west line of Lot 6, 70 feet, more or less, to a point on a line being 200 feet southerly of and parallel with the centerline of the Chicago, Rock Island and Pacific Railroad Company's main track; thence southeasterly parallel with and 200 feet southerly of said centerline 175 feet, more or less, to a point of beginning, more commonly known as 728 Main Street, Grinnell, Iowa 50112, in accordance with the attached map, Exhibit A, which is incorporated by this reference.

PURPOSE:

1. The said premises shall be used by Lessee for parking vehicles only.

TERM:

2. The Lessee is to have and to hold the same for the term of three (3) years from the Effective Date ("Initial Term") and thereafter until either party shall give the other party thirty (30) days written notice of its desire to terminate the lease; and until so terminated, all conditions of this lease shall remain in full force and effect. No conduct of Lessor shall be deemed a waiver of the right to terminate this lease. During the Initial Term, this Lease may be terminated by either party for any reason upon one hundred and twenty (120) days written notice

NOTICE:

3. Any written notice given by the Lessor to the Lessee shall be deemed to be properly served if the same be delivered to the Lessee, or one of Lessee's agents, or if the Lessee or Lessee's agents cannot be located, if posted on said premises, or if mailed, postpaid, addressed to the Lessee at Lessee's last known place of business. Any written notice given by the Lessee to the Lessor shall be deemed properly served if the same be delivered to the Lessor, or to one of the Lessor's officers, or if mailed, postpaid, addressed to the Lessor at Lessor's last known business address.

RENT:

4. The Lessee agrees to pay to Lessor as rental the sum of one dollar (\$1.00) one-time payment. Lessor may on the anniversary date of this lease and each subsequent year thereafter, review and adjust the rental amount in accordance with the then existing economic conditions. Lessee will be advised of any such increase in writing not less than 30 days prior to the effective date. Said rent payments shall be delivered to the Lessor, Attention Real Estate and Right of Way Services, P.O. Box 351, Cedar Rapids, Iowa 52406.

REFUND:

5. Any deposits or rent payments made in advance for a period extending beyond the termination of this lease shall be refunded to the Lessee, unless such termination shall be on account of violation or nonfulfillment of any of the terms of this lease by the Lessee, or on account of abandonment of said premises by the Lessee, in which case the amount(s) paid in advance shall be retained by the Lessor to the extent of its actual damages.

TAXES:

6. The Lessor shall pay all taxes, licenses and other charges that may be assessed or levied on the premises.

SUCCESSORS AND ASSIGNS:

7. This lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. However, the lease shall not be assigned or in any manner transferred nor said premises or any part thereof sublet, used or occupied by any party other than the Lessee without the written consent of the Lessor. Such consent shall not be unreasonably withheld.

ABANDONMENT:

8. The failure of the Lessee to occupy or use said premises for the purpose herein mentioned for sixty- (60) days at any one time shall be deemed an abandonment thereof. An abandonment of said premises by the Lessee shall, at the option of the Lessor, operate as an absolute and immediate termination of this lease without notice.

IMPROVEMENTS:

9. The Lessor hereby gives to the Lessee the privilege of erecting, maintaining and using on said premises, suitable structures for the purposes set forth in Paragraph One (1) hereof, provided that such structures first shall be approved by the Lessor, and be in compliance with all laws and other local, county, state and federal laws and regulations, and thereafter maintained by the Lessee to the satisfaction of the Lessor and in compliance with all laws. Lessee agrees that failure to comply with laws relating to improvements may, at the Lessor's option, result in termination of the Lease.

REMOVAL OF IMPROVEMENTS AND TERMINATION:

10. Upon the termination of this lease in any manner, the Lessee shall remove all improvements placed on the premises and restore the premises to its former state unless otherwise agreed to by the parties and shall deliver to the Lessor the possession of said premises. Should the Lessee, within ten (10) days after the date of termination of this lease, fail to make such removal or restoration, then the Lessor may, at its election, either remove all said improvements and restore the premises to their former state at the sole cost of the Lessee, or may take and hold said improvements as its sole property.

CONDITION OF PREMISES:

11. The Lessee shall, at all times, keep the premises in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, alter or permit waste thereon.

RIGHT OF INSPECTION AND ENTRY:

12. The premises shall be open at all reasonable times for inspection and entry by the Lessor, its agents, employees and authorized applicants for purchase or lease thereof, or for any other lawful purpose. Specifically, Lessor may, upon notice to Lessee, perform any environmental assessment, studies or testing it decides necessary to investigate access and remediate on environmental conditions on the premises.

ADVERTISING:

13. No advertising shall be placed upon the premises without the written approval of the Lessor.

LAWS AND REGULATIONS:

14. The Lessee shall, without cost to the Lessor, comply with all applicable laws, rules, regulations and ordinances of competent authorities affecting said premises including, but not limited to those relating to the environment. The parties agree that the laws of the State of Iowa shall govern this lease and venue shall be in Linn County District Court.

MISCELLANEOUS CHARGES:

15. Lessee shall pay all utility charges including, but not limited to water, lighting, heating, telephone and other miscellaneous charges that may be levied or assessed by reason of the occupation or use of the premises by Lessee. Lessee agrees to remove all snow and ice and other obstructions from the sidewalk on or abutting the premises in addition to providing for all lawn mowing, lawn care and the like.

LIABILITY:

17. The Lessee agrees to defend, indemnify and save the Lessor harmless from any and all claims and expenses, including reasonable attorney's fees and claims of third parties, that may arise or may be made for death or injury to employees of the Lessor, or loss or damage to the Lessor's property, or to other persons or their property, by reason or in consequence of the occupancy or use of the premises by the Lessee.

RESTRICTIONS ON LESSEE: HAZARDOUS SUBSTANCES

18. Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the premises by Lessee, Lessee's agents, employees, contractors or invitees, without first obtaining Lessor's written consent, which may be withheld at the Lessor's sole and absolute discretion. If Hazardous Substances are used, stored, generated, or disposed of on or in the premises, or if the premises become contaminated in any manner for which Lessee is legally liable, Lessee shall indemnify, defend, and hold harmless the Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the premises or the building(s) of which they are a part, damages because of adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys', consultant, and expert fees) arising during or after the lease term and arising as a result of such contamination by Lessee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, specifically including costs incurred pursuant to the Comprehensive Environmental Response, Compensation, & Liability Act ("CERCLA" or "Superfund") 42 U.S.C. §9601 et seq. In the event that the Lessee or any of its agents causes any spills or releases of any Hazardous Substances into the environment which require reporting and remediation under local, state and/or federal law, the Lessee shall be responsible for ensuring timely and adequate compliance with reporting and remediation requirements, and will immediately provide Lessor with the details, status, and compliance efforts associated with the spill or release and will coordinate all compliance activities with Lessor's Safety Specialist. In addition, if Lessee causes or permits the presence of any Hazardous Substance on the premises and this results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the premises to the condition existing before the presence of any such Hazardous Substance on the premises, provided, however, that Lessee shall first obtain Lessor's approval for any such remedial action.

As used herein, "Hazardous Substance" means any substance that is listed as "hazardous" or "toxic" or listed in the regulations implementing CERCLA. "Hazardous Substance" includes any and all material or substances which are defined as "hazardous waste," "hazardous material," "extremely hazardous substance," or a "hazardous substance," pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorinated biphenyls ("PCBs"), petroleum and petroleum products.

INSURANCE REQUIREMENTS:

19. Lessee shall provide and maintain Public Liability and Property Damage Insurance to provide protection and indemnification against any and all such claims or suits in connection with this Lease. Lessee shall furnish to Lessor certificates issued by insurance companies reasonably acceptable to Lessor showing policies carried and the limits of coverage as follows:

- Workers' Compensation Insurance for Lessee's employees to the extent of statutory limits and Occupational Disease and Employer's Liability Insurance for not less than \$1,000,000.
- Commercial General Liability Insurance as applicable to Lessee's obligations under this Lease with limits not less than \$3,000,000.00 per occurrence and \$3,000,000 general aggregate. Lessor shall be named as an additional insured on the Commercial General Liability policy.
- Automobile Liability Insurance for all owned, non-owned and hired automobiles with limits not less than: \$1,000,000 combined single limit.

Certificates of insurance shall be on file with Lessor prior to execution, shall remain in effect for the duration of this Agreement. All certificates of insurance shall state that prior to cancellation, non-renewal or any material change, thirty (30) days' written notice shall be given to Lessor. Failure of Lessor to enforce the minimum insurance requirements listed above shall not relieve contractor of responsibility for maintaining these coverages

FORFEITURE:

20. Any breach by the Lessee of any covenant to be kept or condition to be performed herein set forth, shall be sufficient cause for the immediate termination by the Lessor of this lease.

INSOLVENCY OR BANKRUPTCY:

21. If the Lessee at any time during the continuance of this lease agreement should become insolvent or bankrupt, or if Lessee's affairs should be placed in the hands of a Receiver, then this lease, at the option of the Lessor, shall terminate and the Lessor shall have the right to resume and retake possession of said premises without any accountability whatsoever to the Lessee or to Lessee's estate.

LESSOR'S LIEN AND SECURITY INTEREST:

22. Said Lessor shall have in addition to the lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions therefor, kept and used on said premises by Lessee. Lessor may proceed at law or in equity with any remedy provided by law or by this lease for the recovery of rent, or for termination of this lease because of Lessee's default in its performance.

RIGHTS CUMULATIVE:

23. The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

PRIOR LEASES:

24. The parties hereto, by the execution of this agreement, hereby terminate any prior leases of the premises herein demised.

SEVERABILITY:

25. Any provision of this lease which conflicts with any law, rule, regulation or ordinance of competent authorities affecting said premises, shall be suspended and shall be inoperative so long as such law or ordinance remains in effect. In the event there is no prohibition against any provision of this lease, any such provisions shall remain in full force and effect during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed in duplicate this lease agreement on the day and year first above written.

INTERSTATE POWER AND LIGHT COMPANY
Lessor

CITY OF GRINNELL
Lessee

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: P. O. Box 351

Address: _____

City: Cedar Rapids

City: _____

State: Iowa Zip: 52406-0351

State: _____ Zip: _____

Phone: 319-786-7681

Contact Phone: _____

Exhibit A

728 Main Street, Grinnell, Iowa



RESOLUTION NO. 2020-17

A RESOLUTION AUTHORIZING MAYOR AND CITY CLERK TO SIGN LEASE AGREEMENT FOR YOUTH SOCCER FIELDS AND CONCESSION STAND

WHEREAS, the City of Grinnell has decided that to lease the Youth Soccer Fields and Concession Stand is in the city's best interest; and

NOW, THEREFORE, upon the motion duly made by Council Member _____, seconded by Council Member _____, and properly carried it is hereby RESOLVED:

1. That the city of Grinnell agrees to lease the Youth Soccer Fields and Concession Stand from the Ahrens Park Foundation, an Iowa non-profit corporation, and
2. That the city of Grinnell and the Ahrens Park Foundation have agreed upon the terms of the lease agreement; and
3. That the lease agreement is effective from July 1, 2020 to June 30, 2021 for the amount of \$2,740 due upon September 15, 2020; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL that the Mayor and City Clerk are hereby authorized to sign the lease agreement on behalf of the city with the President and Secretary signing on behalf of the Ahrens Park Foundation for the Youth Soccer Fields and Concession Stand.

PASSED AND APPROVED THIS 3rd day of February 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director



**AHRENS SOCCER FACILITY
AND CONCESSION STAND
Lease Agreement 2020-2021
City of Grinnell
Updated January 1, 2020**

The Ahrens Park Foundation is dedicated to providing first class recreational and athletic facilities while collaborating with wellness, educational and recreational programs and organizations for the greater good of the community of Grinnell.

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, 2020, by Ahrens Park Foundation, an Iowa nonprofit corporation (“Landlord”), whose address for the purpose of this lease is 1510 Penrose Street, Grinnell, Iowa and The City of Grinnell, Iowa, a municipal corporation (“Tenant”) whose address for the purpose of this lease is 520 4th Avenue, Grinnell, Iowa.

WITNESSETH THAT:

1. **PREMISES AND TERM.** The Landlord, in consideration of the rents, agreements and conditions herein contained, leases to the Tenant and Tenant leases from Landlord, according to the terms of this lease, the Ahrens soccer facility, located at 1510 Penrose Street, Grinnell, Iowa (the “Premises”) and the adjacent soccer concession stand, also located at 1510 Penrose Street, Grinnell, Iowa (the “Facility”), with the improvements thereon, and all rights, easements and appurtenances thereto for a lease term commencing on July 1, 2020, and ending on June 30, 2021, upon the condition that the Tenant pays rent therefore, and otherwise performs as in this lease provided.

This lease shall be in substitution for that certain existing lease between Landlord and Tenant, for these same Premises and Facility, which existing lease shall terminate, and be of no further force or effect, as of the commencement date of this lease.

2. **RENTAL.** Tenant agrees to pay to Landlord as rental for said term, \$2,740 for the terms of this lease with payment due upon September 15th, 2020.

All sums shall be paid at the address of Landlord, as above designated, or at such other place as Landlord may, from time to time, designate in writing. Delinquent payments shall draw interest at 10 % per annum from the due date, until paid.

3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this lease, and shall yield possession to the Landlord at the end of the lease term, except as herein otherwise expressly provided. Should Landlord be unable to give possession on said date, Tenant’s only damages shall be a rebating of the pro rata rental.

4. **USE OF PREMISES AND FACILITY.** Tenant covenants and agrees during the term of this lease to use and to occupy the leased Premises and Facility only for youth soccer events and concessions related to such events.

Subject to other uses and priorities of Landlord, use by the Tenant shall be at Landlord's discretion only and shall be subject to additional charges to be agreed upon by the parties.

Tenant may sublease the Premises and Facility to the Mid-Iowa Futbol Club, Inc. (hereafter Sub-Tenant) during the terms of this lease. Tenant agrees that Sub-Tenant will directly pay Landlord for sublease of the Premises and Facility.

Tenant may also sublease the Premises to the Grinnell-Newburg Community School District for all scheduled high school soccer games during the terms of this lease. Tenant agrees that the Grinnell-Newburg Community School District will directly pay Landlord for sublease of the Premises.

LANDLORD'S DUTIES:

(a) At reasonable intervals, Landlord will provide necessary general janitorial services and landscaping to the Premises, the Facility, and its contiguous lawns, parking areas, driveways and sidewalks, except that Tenant shall provide necessary clean-up for its own programs and usages as more fully set out below.

(b) Landlord will care for and maintain the Premises and Facility including sewer, plumbing, water pipes, electrical wiring, heating, driveways and walkways in a reasonably safe and serviceable condition.

(c) Landlord will pay utilities for the leased Premises and Facility. Tenant will be provided access to a phone for local calls but shall not be permitted to make long distance calls except upon prior approval.

(d) Landlord shall supply cleaning supplies and toilet paper for the Facility.

TENANT'S DUTIES:

(a) Tenant shall clean up the Premises and Facility as necessary after its use. If Tenant subleases Facility to Sub-Tenant, then Sub-Tenant shall clean up the Facility as necessary after its use, including food service area and toilets.

(b) No consumption of alcoholic beverages, smoking or chewing of tobacco shall at any time be permitted on the Premises or in the Facility.

(c) Tenant will follow and implement Landlord's Emergency Weather Response Plan for the Premises attached hereto as on Exhibit A, during the terms of this agreement.

(d) Tenant agrees to conduct periodic safety reviews of the Premises and Facility in conjunction with Landlord, at Landlord's request, during the terms of this lease.

5. QUIET ENJOYMENT. Landlord covenants that its estate in said Premises and Facility is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the Premises and Facility for the term of this lease. Landlord shall have the right to mortgage all of

its right, title, interest in said Premises and Facility at any time without notice, subject to this lease.

6. EQUIPMENT, DECORATING, REPLACEMENT, REPAIR AND MAINTENANCE.

DEFINITIONS

“Maintain” means to clean and keep in good condition.

“Repair” means to fix and restore to good condition after damage, deterioration or partial destruction.

CONDITIONS OF PREMISES AND FACILITY

A. Tenant takes the Premises and Facility in its present condition, except for such repairs and alterations as may be expressly otherwise provided in this lease.

REPAIRS AND MAINTENANCE OF PREMISES AND FACILITY

B. Landlord shall replace and repair the structural parts of the Facility. For purposes of this lease, the structural parts of the Facility shall mean the foundation, exterior walls, load bearing components of interior floors and walls, the roof and all sewers, pipes, wiring and electrical fixtures outside of the structure.

C. Landlord shall be responsible for maintenance of all common areas under Landlord’s control.

D. Each party shall perform their responsibilities of repair and maintenance to the end that the Premises and Facility will be kept in a safe and serviceable condition. Neither party will permit nor allow the Premises and Facility to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents or employees.

EQUIPMENT, DECORATING AND ALTERATIONS

E. Any equipment, furnishings or fixtures to be supplied by Tenant shall be subject to the Landlord’s prior written approval as to quality and method of installation. Tenant shall provide all trade equipment, furnishings and fixtures used in connection with the operation of its business, such as telephones, computers, desks, chairs, shelving and similar items.

F. Tenant shall make no structural alterations or improvements without the prior written consent of the Landlord.

AMERICANS WITH DISABILITIES ACT

G. Tenant will make no unlawful use of said Premises and Facility and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality, the laws of the State and Federal government, but this provision shall not be construed as creating any duty

by Tenant to members of the general public, provided, however, responsibility for compliance with the Americans with Disabilities Act shall be performed and paid for by Landlord with respect to initial compliance at the commencement of this Lease, and compliance thereafter during the term of this Lease shall be the responsibility of Tenant.

7. **UTILITIES AND SERVICES.** Utilities and services shall be furnished and paid for as set forth above under "Landlord's Duties".

8. **TERMINATION, SURRENDER OF PREMISES AND FACILITY AT END OF TERM -- REMOVAL OF FIXTURES.**

(a) **TERMINATION.** This lease shall terminate upon expiration of the original term; or if this lease expressly provides for any option to renew and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.

(b) **SURRENDER.** Tenant agrees that upon termination of this lease it will surrender and deliver the Premises and Facility in good and clean condition as they were in at the commencement of this Lease, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

(c) **HOLDING OVER.** Continued possession by Tenant, beyond the expiration of its tenancy, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month-to-month extension of the lease.

(d) **REMOVAL OF FIXTURES.** Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any fixtures or equipment which Tenant has installed on the Premises or Facility, providing Tenant repairs any and all damages caused by removal.

9. **ASSIGNMENT AND SUBLETTING.** Tenant may not assign this Lease without Landlord's consent. Any assignment of this lease or subletting of the entire Premises and Facility without the Landlord's written permission shall, at the option of the Landlord, make the Lease immediately terminable. Such written permission shall be in Landlord's reasonable discretion. Landlord will allow subletting of the entire Premises and Facility for the Mid-Iowa Futbol Club during the terms of this lease. Landlord will also allow subletting of the entire Premises for the Grinnell-Newburg Community School District during the terms of this lease.

10. **REAL ESTATE TAXES.**

A. All installments of real estate taxes which would become delinquent if not paid during the term of this lease shall be paid by Landlord.

B. **PERSONAL PROPERTY TAXES.** Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority against its personal property on the Premises and Facility during the term of this lease.

C. SPECIAL ASSESSMENTS. Installments of special assessments that would be delinquent if not paid during the term of this lease shall be timely paid by Landlord.

D. Each party reserves its right of protest of any assessment of taxes.

11. INSURANCE.

A. PROPERTY INSURANCE. Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the Insurance Services Official Broad Form Causes of Loss (formerly fire and extended coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

B. LIABILITY INSURANCE. Tenant shall obtain commercial general liability insurance in the amounts of \$ 1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate per location. Such policy shall include liability arising from Premises and Facility operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlord as an additional insured.

C. CERTIFICATES OF INSURANCE. Prior to the time the lease takes effect the Tenant will provide the Landlord with a certificate of insurance with these property and liability insurance requirements, such certificate shall include 30 days advance notice of cancellation to the Landlord. A renewal certificate shall be provided prior to expiration of the current policies.

D. ACTS BY TENANT. Tenant will not do or omit doing any act which would invalidate any insurance or increase the insurance rates in force on the Premises and Facility.

12. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. **INDEMNITY.** Except as provided in paragraph 21 (A) (5) and except for the negligence of Landlord, Tenant will protect, defend and indemnify Landlord from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the Premises and Facility, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

14. FIRE AND CASUALTY.

(a) **PARTIAL DESTRUCTION OF PREMISES AND FACILITY.** In the event of a partial destruction or damage of the Premises and Facility which is a business interference which prevents the conducting of a normal business operation and which damage is repairable within 120 days after its occurrence, this lease shall not terminate but the rent for the Premises and Facility shall abate during the time of such business interference. In the event of a partial

destruction, Landlord shall repair such damages within 120 days of its occurrence unless prevented from doing so by acts of God, government regulations, or other causes beyond Landlord's reasonable control.

(b) **ZONING.** Should the zoning ordinance of the municipality in which this property is located make it impossible for Landlord to repair or rebuild so that Tenant is not able to conduct its business on these Premises or Facility, then such partial destruction shall be treated as a total destruction as provided in the next paragraph.

(c) **TOTAL DESTRUCTION OF BUSINESS USE.** In the event of a destruction or damage of the leased Premises or Facility including the adjacent parking lots so that Tenant is not able to conduct its business on the Premises or Facility or the then current legal use for which the Premises and Facility are being used and which damages cannot be repaired within 120 days, this Lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within 20 days after such destruction. Tenant shall surrender possession within 30 days after such notice issues and each party shall be released from all future obligations, and Tenant shall pay rent pro rata only to the date of such destruction. In the event of such termination of this lease, Landlord at its option, may rebuild or not, at its discretion.

15. CONDEMNATION.

(a) **DISPOSITION OF AWARDS.** Should the whole or any part of the Premises or Facility be condemned or taken for any public or quasi-public purpose, Landlord shall be entitled to retain, as its own property, the entire award payable. Tenant shall only be entitled to take such portion of said award as is expressly payable to Tenant for its personal property, leasehold improvements or relocation/moving expenses.

(b) **DATE OF LEASE TERMINATION.** If the whole of the demised Premises or Facility shall be condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved in paragraph (a) above.

16. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant:

1. Failure to pay rent when due.
2. Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to terms of the lease.
3. Abandonment of the Premises or Facility, "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the Premises or Facility for more than fifteen (15) consecutive business days.

4. Institution of voluntary bankruptcy proceedings in which the Court orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by the Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365-day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following:

1. Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the Premises and Facility and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting.

2. Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give the Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

17. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER.

If default shall be made by either party in the performance of, or compliance with, any of the terms or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 9% per annum, from date of advance.

18. SIGNS.

(a) Tenant shall have the right and privilege of attaching, painting or exhibiting signs on the leased Premises and Facility, provided only (1) that any sign shall comply with the ordinances of municipality and state in which the property is located; (2) such sign shall not change the

structure of the building; (3) such sign, if and when removed, shall not damage the building; and (4) such sign shall be subject to the written approval of the Landlord, which approval shall not be unreasonably withheld.

(b) Landlord during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building of the Facility or on the Premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the Premises and Facility.

19. **MECHANIC'S LIENS.** Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon said Premises and Facility or upon any building or improvement thereon, or upon the leasehold interest of the Tenant, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the Premises and Facility, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

20. **LANDLORD'S DEFAULT AND TENANT REMEDIES.** In the event of Landlord's failure to observe or perform any duties, obligations, agreements or conditions imposed on Landlord pursuant to the terms of this Lease, Tenant shall give Landlord a written notice specifying the failure and giving Landlord thirty (30) days in which to correct the failure. If there is a failure (other than non-payment of a monetary obligation of Landlord) that cannot be remedied in thirty (30) days by diligent efforts of Landlord, Landlord may propose an additional period of time in which to remedy the failure. Consent to additional time shall not be unreasonably withheld by Tenant. In the event Landlord has not remedied a failure in a timely manner, Tenant may proceed with all available remedies at law or equity, including but not limited to withholding rental and other payments and terminating this Lease.

21. **ENVIRONMENTAL.**

A. Landlord. To the best of Landlord's knowledge to date:

1. Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the Premises or Facility by any governmental authority under any applicable federal, state, or local codes, rules and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

2. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the Premises or at the Facility has been in compliance with all applicable federal, state and local codes, rules and regulations.

3. No leak, spill release, discharge, emission or disposal of toxic or hazardous substances has occurred on the Premises or at the Facility.

4. The soil, groundwater, and soil vapor on or under the Premises and Facility is free of toxic or hazardous substances.

5. Landlord shall assume liability and shall indemnify and hold Tenant harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which condition is not a result of actions of the Tenant or which condition arises after date of execution but which is not a result of actions of the Tenant.

B. Tenant. Tenant expressly represents and agrees:

1. During the lease term, Tenant's use of the property will not include the use of any hazardous substance without Tenant first obtaining the written consent of Landlord. Tenant understands and agrees that Landlord's consent is at Landlord's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlord deems appropriate.

2. During the lease term, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Tenant, and Tenant shall give immediate notice to Landlord of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

3. Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the Premises and Facility any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the Premises or Facility during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlord, who is or may be liable for any such cost and expense.

4. Tenant agrees to indemnify and hold Landlord harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by Tenant on or after the date of this lease and during any term of this lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution of the value of any leased Premises and Facility which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this lease.

22. SUBSTITUTION OF EQUIPMENT, MERCHANDISE. ETC.

(a) During its tenancy, the Tenant shall have the right to sell or otherwise dispose of any personal property of the Tenant situated on the Premises or Facility, when in the judgment of the Tenant it shall have become obsolete, outworn or unnecessary in connection with the operation of the business on the Premises and Facility; provided, however, that the Tenant shall, in such instance

(unless no substituted article or item is necessary) at its own expense, substitute for such items a new or other item in substitution thereof, in like or greater value.

(b) Nothing herein contained shall be construed as denying to Tenant the right to dispose of inventoried merchandise in the ordinary course of the Tenant's trade or business.

23. **RIGHTS CUMULATIVE.** The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

24. **NOTICES AND DEMANDS.** Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mail box.

25. **PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

26. **CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms or conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.

27. **CONSTRUCTION.** Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

28. **OTHER LEASE.** The parties acknowledge and agree that they have entered into other leases for the Tenant's use of dedicated space in the Grinnell Athletic and Recreation Center, and the Ahrens Family Center, dated the date of this lease.

Executed in duplicate as of the date first set forth above.

CITY OF GRINNELL

Printed name of Signature Agent of City of Grinnell

By: _____
Signature Agent of City of Grinnell

Date: _____

Address: _____

Phone: _____

AHRENS PARK FOUNDATION

Printed name of Signature Agent of Ahrens Park Foundation

By: _____
Signature Agent of Ahrens Park Foundation

Date: _____

1510 Penrose Street
Grinnell, IA 50112
(641)236-5518



EXHIBIT A
Emergency Weather Response Plan
Ahrens Park Outdoor Complex
Penrose Street, Grinnell, IA 50112

OVERVIEW:

The purpose of the Ahrens Park Foundation (APF) emergency response plan is to prevent or reduce harm to patrons of Ahrens Park outdoor athletic, wellness and recreational activities and participants in events held at the Ahrens Park outdoor complex.

The emergency response plan is a policy of APF that must be adhered to by those organizations and entities that utilize and/or lease the Ahrens Park outdoor complex or venues therein (Permitted Organizational Users).

The plan outlines guidelines and procedures that should be followed in the event of threatening and/or severe inclement weather.

The emergency response plan is to be posted on the APF's website and distributed to the Permitted Organizational Users of the Ahrens Park outdoor complex and the venues therein. It is strongly encouraged that Permitted Organizational Users, when applicable, post the emergency response plan on their websites and distribute the emergency response plan to participants (e.g. via registration packets). Copies of the plan are to be posted in all Ahrens Park concession stands, the Ahrens Foundation offices, and the Grinnell Athletic and Recreation Center.

EMERGENCY RESPONSE ADVISORY GROUP:

The Emergency Response Advisory Group consists of APF staff and board members, and representatives of organizations with long-term leasing relationships with the APF. The team develops and implements the APF's emergency response plan for the Ahrens Park outdoor complex. The following individuals currently serve on the Emergency Response Advisory Group:

1. Shannon Fitzgerald, APF Board Treasurer
2. Julie Gosselink, APF Board Assistant Treasurer
3. Shane Gosselink, Ahrens Park Facilities Manager
4. Chad Nath, Ahrens Park Managing Consultant
5. GYBSA Board of Director
6. Director of Parks & Recreation for the City of Grinnell

EMERGENCY RESPONSE TEAM AND CONTACT INFO:

An essential part of an effective emergency response plan is an emergency response team. The members of the Emergency Response Team are the primary points of contact in the event of an emergency or severe weather situation.

Shane Gosselink, Ahrens Park Facilities Manager (641)-236-5518 office
shane@ahrensfamilyfoundation.org (641)-990-0171 cell

Chad Nath, Ahrens Park Management Consultant 641)236-5518 office
cnath@ahrensfamilyfoundation.org (641)990-7276 cell

EMERGENCY	911
Non-Emergency Police	(641)236-2670
Non-Emergency Fire	(641)236-2688
Grinnell Regional Medical Center	(641)236-7511

The Ahrens Park Facilities Manager or the Emergency Response Advisory Group can make changes, with the approval of the APF board, to this plan throughout the year. If there are changes made to the plan, the Permitted Organizational Users will be made aware of the changes.

POLICY FOR CANCELLATIONS AND/OR DELAYS:

Cancellations and/or Delays – prior to start of event (practice, competition or event)

Events may be cancelled or delayed due to unsafe venue/field conditions or hazardous weather conditions. The determination to cancel or delay use of the Ahrens Park outdoor complex or venues therein will be made by the Ahrens Park Facilities Manager and communicated to the appropriate Permitted Organizational Users. In the case that the Ahrens Park Facilities Manager is not in communication with the Permitted Organizational Users in a timely manner then the decision becomes that of the Permitted Organizational Users using the athletic fields and/or Ahrens Park outdoor complex.

Cancellations and/or Delays – after the start of event

The Ahrens Park Facilities Manager may close the Ahrens Park outdoor complex or venues therein at any point in time (including after the start of an event) due to unsafe venue/field or hazardous weather.

Cancellations and/or Delays – after the start of practice or competition

Once a game or competition has begun, the coaches, umpire/official, or field supervisor/event administrator hold the responsibility of determining game delay or termination. The Ahrens Park Facilities Manager has the authority to override the decision due to unsafe venue/field conditions or hazardous weather.

If a game or practice is delayed, then coaches, umpire/official, or field supervisor/event administrator are to carefully inspect the field for safety prior to the beginning of any activity. Activity may recommence only after a determination that the field is safe.

It is the responsibility of the Permitted Organizational User to have policies and procedures in place to ensure the care and safety of minors in the event of game delay or cancellation.

POLICY FOR SEVERE INCLEMENT WEATHER:

In the case of severe inclement weather, all patrons should immediately evacuate the Ahrens Park outdoor complex, including all parking areas due to:

1. Sounding of the City of Grinnell's tornado sirens
2. Sounding of bullhorn
3. Loss of electrical power at night
4. Ahrens Park Facilities Manager or the onsite tournament Director or Field Supervisor (designated by the leasing organization) decides that inclement weather may endanger patrons

(Please note that APF is not able to accommodate hundreds(+) of patrons in an indoor storm shelter that would be deemed safe enough in severe inclement weather.)

Weather Conditions:

Tornadoes

At any point during a practice, competition or event there is a tornado warning issued by the National Weather Service for the local area, or the sounding of the City of Grinnell's tornado sirens occurs or there is a tornado sighted, the practice, competition or event must be cancelled immediately and everyone should evacuate the premises.

(The City of Grinnell tornado warning system conducts a test each Thursday at 9 a.m. if no severe weather is predicted.)

In the event of a tornado watch, it is recommended that a representative of the Permitted Organizational User immediately communicate to all of its patrons that a tornado watch has been issued for the local area and whether the practice, competition or event will be delayed or cancelled.

Lightning and Thunder

If a practice, competition or event is in progress and thunder and/or lightning is detected within 6 miles (and/or in the event of a thunderstorm warning), the coaches, umpire/official, or field supervisor/event administrator shall immediately stop play and instruct everyone to go to a safe area. Neither participants nor spectators may remain on the field or out in any open areas without a roof. Practice, competition or events are not

permitted to continue until 30 minutes after a flash of lightning (or the sound of thunder within 6 miles). If lightning and thunder continue, the 30-minute time period shall start over after each incidence of lightning or thunder. Practices, competition and events may not resume until the 'all-clear' is given by the coaches, umpire/official, or field supervisor/event administrator.

In the event of a thunderstorm watch, it is recommended that a representative of the Permitted Organizational User immediately communicate to all of its patrons that a thunderstorm watch has been issued for the local area and whether the practice, competition or event will be delayed or cancelled.

Rain

Light rain that does not create an unsafe environment may not be cause to stop a practice, competition or event as long as the coaches, umpire/official, or field supervisor/event administrator conclude that the field is safe. However, heavy rain that leads to pooling or soaking wet field conditions may cause delay or termination of a practice, competition or event. Besides pooling and slick field conditions, heavy downpours can also cause very poor visibility putting patrons in danger. Therefore it is the responsibility of the coaches, umpire/official, or field supervisor/event administrator to stop the practice, competition or event.

COMMUNICATIONS PLAN:

APF strongly recommends that Permitted Organizational Users using the Ahrens Park outdoor complex for regularly scheduled, special or tournament events implement annually an effective communications plan to help assure all patrons are alerted and kept safe in the event of severe inclement weather. APF recommends, at a minimum:

1. All Permitted Organizational Users maintain updated contact lists/phone trees of individuals (staff, board members, safety committee members, coaches, umpires, officials, etc.) and provide these lists annually to the APF Emergency Response Team in order to effectively and efficiently contact each other in the event of an emergency.
2. Use social media as a communications tool to let patrons know of any delays or cancellations that may be affecting their activities due to inclement weather.
3. Urge all parents, guardians and players to sign up for "group text message alerts and notifications" through their organizations that are leasing the Ahrens Park outdoor complex for special events and/or tournaments or that are leasing any of the athletic fields in order to receive immediate important announcements and communications in the event of inclement weather. Instructions for signing up could be part of the initial program or team registration process for each organization.

One of these text platforms can be provided by Poweshiek County's Emergency Notification System (PCENS), which is a mass notification service provided by Poweshiek County Emergency Management Agency (PCEMA). PCENS gives

PCEMA the ability to send out mass notifications regarding emergency or general events. These messages can be sent to specific locations or county wide. Residents can also select to receive weather warnings on their mobile phone. This is currently a free opt-in service available to all Poweshiek County residents. To sign up, go to www.poweshiekready.org

4. Use a weather radio, with extra batteries always on hand, along with the “Little League® WeatherBug” app that can be used and promoted by all Permitted Organizational Users that are leasing the Ahrens Park outdoor complex for special events or tournaments or who are leasing any of the athletic fields. The Little League® WeatherBug app is a mobile weather app providing coaches, managers, parents, family and friends with real-time weather, severe weather alerts, and personalized lightning detection to help stay safer during practice and games.

Little League® WeatherBug app is available for download on both Google Play and the iTunes App Store for free. This app provides several unique features to keep patrons informed and alerted via Android phones and tablets, iPhones and iPads.

5. Sound a bullhorn to let patrons know that everyone is to evacuate the Ahrens Park outdoor complex immediately due to the threat of severe inclement weather. Bullhorn should periodically be checked to assure proper functioning and extra batteries, if needed should always be on hand.
6. As previously indicated in the Overview section, the emergency response plan is to be posted on the APF’s website, and distributed to Permitted Organizational Users. Additionally, it is strongly encouraged that Permitted Organizational Users, when applicable, post the emergency response plan on their websites and distribute the emergency response plan to participants (via registration packets). Copies of the plan are to be posted in all Ahrens Park concession stands, the Ahrens Foundation offices, and the Grinnell Athletic and Recreation Center.

RESOLUTION NO. 2020-18

A RESOLUTION AUTHORIZING MAYOR AND CITY CLERK TO SIGN LEASE AGREEMENT FOR GRINNELL ATHLETIC AND RECREATION CENTER

WHEREAS, the City of Grinnell has decided that to lease the Grinnell Athletic and Recreation Center is in the city's best interest; and

NOW, THEREFORE, upon the motion duly made by Council Member _____ seconded by Council Member _____ and properly carried it is hereby RESOLVED:

1. That the city of Grinnell agrees to lease the Grinnell Athletic and Recreation Center from the Ahrens Park Foundation, an Iowa non-profit corporation, and
2. That the city of Grinnell and the Ahrens Park Foundation have agreed upon the terms of the lease agreement; and
3. That the lease agreement is effective from July 1, 2020 to June 30, 2021 for the amount of \$3,574 per month/or \$42,088 per year with no maintenance fee, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL that the Mayor and City Clerk are hereby authorized to sign the lease agreement on behalf of the city.

PASSED AND APPROVED THIS 3rd day of February 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director



**GRINNELL ATHLETIC AND RECREATION CENTER
(GARC)**

**Lease Agreement 2020 - 2021
City of Grinnell**

The Ahrens Park Foundation is dedicated to providing first class recreational and athletic facilities while partnering with wellness, educational and recreational programs and organizations for the greater good of the community of Grinnell.

THIS LEASE AGREEMENT, is made and entered into this ____ day of _____, 2020, by Ahrens Park Foundation, an Iowa nonprofit corporation, ("Landlord") whose address for the purpose of this lease is 1510 Penrose Street, Grinnell, Iowa and The City of Grinnell, Iowa, a municipal corporation ("Tenant") whose address for the purpose of this lease is 520 4th Avenue, Grinnell, Iowa.

WITNESSETH THAT:

1. **PREMISES AND TERM.** The Landlord, in consideration of the rents, agreements and conditions herein contained, leases to the Tenant and Tenant leases from Landlord, according to the terms of this lease, that certain dedicated space in the Grinnell Athletic and Recreation Center, located at 1500 Penrose Street, Grinnell, Iowa, which is currently utilized by Tenant (the "Premises"), with the improvements thereon, and all rights, easements and appurtenances thereto for a term of twelve months, commencing at midnight of the day previous to the first day of the lease term, which shall be on July 1, 2020, and ending at midnight on the last day of the lease term, which shall be on June 30, 2021, upon the condition that the Tenant pays rent therefore, and otherwise performs as in this lease provided.

Tenant agrees to conduct periodic safety reviews of the Premises in conjunction with Landlord, at Landlord's request, during the terms of this lease.

This Lease shall be in substitution for that certain existing lease between Landlord and Tenant, for these same premises, which existing lease shall terminate, and be of no further force or effect, as of the commencement date of this Lease.

2. **RENTAL.** Tenant agrees to pay to Landlord \$42,888 as rental for said term, \$ 3,574 per month, in advance, the first rent payment becoming due upon the commencement date and the same amount, per month, in advance, on the 1st day of each month thereafter, during the term of this lease.

All sums shall be paid at the address of Landlord, as above designated, or at such other place as Landlord may, from time to time, designate in writing. Delinquent payments shall draw interest at 10 % per annum from the due date, until paid.

3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this lease, and shall yield possession to the Landlord at the end of the lease term, except as herein otherwise expressly provided. Should Landlord be unable to give possession on said date, Tenant's only damages shall be a rebating of the pro rata rental.

4. **USE OF PREMISES.** Tenant covenants and agrees during the term of this lease to use and to occupy the leased Premises only as a recreational facility open to the public on a fee basis for reasonable and traditional recreational uses.

Tenant may sublease the Premises for non-recreative social functions to nonprofit organizations, civic or community-related projects and/or events. Tenant may sublease Premises to other nonprofit organizations or community-related projects if scheduling allows. Subleases are to be used for the use of Premises for an organization's ongoing program or several scheduled events. Tenant will seek prior approval with Landlord prior to entering into subleases with other potential users of Premises. Landlord will provide Tenant with drafts of all sublease contracts for Tenant's preapproval prior to obtaining signatures. Tenant agrees to share 50% of all sublease revenues with Landlord.

Tenant may allow other nonprofit organizations, civic, or community projects the use of Premises for events if scheduling allows. Tenant may also allow for-profit entities the use of Premises for events if scheduling allows as long as it doesn't conflict with other potential nonprofit organization's events. Event contracts are to be used for the use of Premises for an organization's or for-profit's one-time event. Tenant will seek prior approval with Landlord prior to entering into event contracts with other potential users of Premises. Tenant agrees to share 50% of all event contract revenues with Landlord and provide Landlord copies of all event contracts.

OCTOBER THROUGH JUNE

Use of Premises by Tenant will be Monday through Sunday from 7:00 a.m. to closing the Premises for the night, which generally shall be no later than 10:00 p.m.

During the term of this lease, and subject to other uses and priorities of Landlord, use by the Tenant shall be at Landlord's discretion only and shall be subject to additional charges to be agreed upon by the parties.

Tenant agrees to close Premises one week in the fall and one week in the spring, if needed by Landlord, for cleaning and/or other repairs and maintenance of the Premises.

LANDLORD'S DUTIES:

(a) Landlord shall not provide any necessary monitors for Tenant's use. Tenant, at its cost, will provide all necessary monitors for Tenant's use during Tenant's regularly scheduled Recreation Program. The duties of such monitors shall be as follows: collection of revenue, checking passes, and overall general supervision of activities during the regularly scheduled Recreation Program. Tenant's monitors shall have the right to exercise reasonable control over program

participants in order to preserve orderly and safe Premises usage and to protect property.

(b) At reasonable intervals, Landlord will provide necessary general janitorial services, snow removal and landscaping to the Premises and its contiguous lawns, parking areas, driveways and sidewalks, except that Tenant shall provide necessary clean up for its own programs and usages as more fully set out below.

(c) Landlord will care for and maintain the Premises including sewer, plumbing, water pipes, electrical wiring, heating and air conditioning systems, driveways and walkways in a reasonably safe and serviceable condition.

(d) Landlord will provide and pay all utilities for the leased Premises. Landlord will provide and pay all phone and internet services for the leased Premises. Landlord's administrative staff will provide backup phone management during Landlord's administrative open hours to the public. Tenant will have access to Landlord's meeting and conference rooms located next door at Landlord's administrative offices, scheduling permitted. Landlord will accommodate the lobby area of Premises to create a public reception area, as needed and within reason, by Tenant prior to the commencement of this lease.

(e) Landlord will make available to Tenant a lockable storage area for Tenant's sole use in the 20 x 40 storage room.

(f) Landlord shall sweep and mop the floor of the main building as necessary and shall pick up debris and other hazards in and around the main building after regular use by Tenant except as stated in (a) below.

TENANT'S DUTIES:

(a) When Tenant permits other groups, entities or persons who are not participants in Tenant's regular Recreation Program to use the Premises during Tenant's permitted usage period, or if Tenant sponsors, facilitates, arranges for or otherwise coordinates usage of the Premises by such outside groups, entities or persons at any time, including but not limited to tournaments on weekends, then Tenant shall be responsible for all monitoring and oversight referred to in subparagraph (a) of "Landlord's Duties" and the clean up referred to in subparagraph (f) of "Landlord's Duties". If such clean up is not done by such group, entity or person, then Tenant shall itself do such clean up.

(b) At the end of every event that Tenant subleases, sponsors, facilitates, arranges for, or for which the Tenant otherwise coordinates the usage of the Premises, Tenant shall insure that all chairs, tables and equipment are returned to their proper place at the end of the event; that all trash and debris is removed and placed in the dumpster in the west parking lot; that all the exits are locked and checked; and that all the lights are shut off, if appropriate.

(c) If Tenant does not perform its duties under this section and, as a result, Landlord must perform some of the tasks allocated to Tenant in this section, then Tenant shall reimburse Landlord at the rate of \$25 per person per hour.

(d) Tenant shall have the right to use office space in the two designated office rooms at the Premises as permanent office space. Tenant shall have the right to use the lobby area at the Premises as permanent public reception space.

(e) No consumption of alcoholic beverages, smoking or chewing of tobacco shall at any time be permitted on the Premises.

5. **QUIET ENJOYMENT.** Landlord covenants that its estate in said Premises is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the Premises for the term of this lease. Landlord shall have the right to mortgage all of its right, title, interest in said premises at any time without notice, subject to this lease.

6. **EQUIPMENT, DECORATING, REPLACEMENT, REPAIR AND MAINTENANCE.**

DEFINITIONS

"Maintain" means to clean and keep in good condition.

"Repair" means to fix and restore to good condition after damage, deterioration or partial destruction.

CONDITIONS OF PREMISES

A. Tenant takes the Premises in its present condition, except for such repairs and alterations as may be expressly otherwise provided in this lease.

REPAIRS AND MAINTENANCE

B. Landlord shall replace and repair the structural parts of the building. For purposes of this lease, the structural parts of the building shall mean the foundation, exterior walls, load bearing components of interior floors and walls, the roof and all sewers, pipes, wiring and electrical fixtures outside of the structure.

C. Other repairs shall be performed and paid for by Tenant.

D. Landlord shall be responsible for maintenance of all common areas under Landlord's control.

E. Any repair or maintenance not specifically provided for above shall be performed and paid for by Tenant.

F. Each party shall perform their responsibilities of repair and maintenance to the end that the premises will be kept in a safe and serviceable condition. Neither party will permit nor allow the premises to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents or employees.

EQUIPMENT, DECORATING AND ALTERATIONS

G. Any equipment, furnishings or fixtures to be supplied by Tenant shall be subject to the Landlord's prior written approval as to quality and method of installation. Tenant shall provide all trade equipment, furnishings and fixtures used in connection with the operation of its business, such as telephones, computers, desks, chairs, shelving and similar items.

H. Tenant shall make no structural alterations or improvements without the prior written consent of the Landlord.

AMERICANS WITH DISABILITIES ACT

I. Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality, the laws of the State and Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public, provided, however, responsibility for compliance with the Americans with Disabilities Act shall be performed and paid for by Landlord with respect to initial compliance at the commencement of this Lease, and compliance thereafter during the term of this Lease shall be the responsibility of Tenant.

7. **UTILITIES AND SERVICES.** Utilities and services shall be furnished and paid for as set forth above under "Landlord's Duties".

8. **TERMINATION, SURRENDER OF PREMISES AT END OF TERM -- REMOVAL OF FIXTURES.**

(a) **TERMINATION.** This lease shall terminate upon expiration of the original term; or if this lease expressly provides for any option to renew and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.

(b) **SURRENDER.** Tenant agrees that upon termination of this lease it will surrender and deliver the premises in good and clean condition as they were in at the commencement of this Lease, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

(c) **HOLDING OVER.** Continued possession by Tenant, beyond the expiration of its tenancy, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month-to-month extension of the lease.

(d) **REMOVAL OF FIXTURES.** Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any fixtures or equipment which Tenant has installed in the Premises, providing Tenant repairs any and all damages caused by removal.

9. **ASSIGNMENT AND SUBLETTING.** Tenant may not assign this Lease without Landlord's consent. Any assignment of this lease or subletting of the entire premises without the Landlord's written permission shall, at the option of the Landlord, make the Lease immediately

terminable. Such written permission shall be in Landlord's reasonable discretion.

10. REAL ESTATE TAXES.

A. All installments of real estate taxes which would become delinquent if not paid during the term of this lease shall be paid by Landlord.

B. **PERSONAL PROPERTY TAXES.** Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority against its personal property on the premises during the term of this lease.

C. **SPECIAL ASSESSMENTS.** Installments of special assessments that would be delinquent if not paid during the term of this lease shall be timely paid by Landlord.

D. Each party reserves its right of protest of any assessment of taxes.

11. INSURANCE.

A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the Insurance Services Official Broad Form Causes of Loss (formerly fire and extended coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

B. **LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$ 1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate per location. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlord as an additional insured.

C. **CERTIFICATES OF INSURANCE.** Prior to the time the lease takes effect the Tenant will provide the Landlord with a certificate of insurance with these property and liability insurance requirements, such certificate shall include 30 days advance notice of cancellation to the Landlord. A renewal certificate shall be provided prior to expiration of the current policies.

D. **ACTS BY TENANT.** Tenant will not do or omit doing any act which would invalidate any insurance or increase the insurance rates in force on the premises.

12. LIABILITY FOR DAMAGE. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. INDEMNITY. Except as provided in paragraph 21 (A) (5) and except for the negligence of Landlord, Tenant will protect, defend and indemnify Landlord from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence, causing

or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

14. FIRE AND CASUALTY.

(a) **PARTIAL DESTRUCTION OF PREMISES.** In the event of a partial destruction or damage of the premises which is a business interference which prevents the conducting of a normal business operation and which damage is repairable within 120 days after its occurrence, this lease shall not terminate but the rent for the premises shall abate during the time of such business interference. In the event of a partial destruction, Landlord shall repair such damages within 120 days of its occurrence unless prevented from doing so by acts of God, government regulations, or other causes beyond Landlord's reasonable control.

(b) **ZONING.** Should the zoning ordinance of the municipality in which this property is located make it impossible for Landlord to repair or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as provided in the next paragraph.

(c) **TOTAL DESTRUCTION OF BUSINESS USE.** In the event of a destruction or damage of the leased premises including the parking so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within 120 days, this Lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within 20 days after such destruction. Tenant shall surrender possession within 30 days after such notice issues and each party shall be released from all future obligations, and Tenant shall pay rent pro rata only to the date of such destruction. In the event of such termination of this lease, Landlord at its option, may rebuild or not, at its discretion.

15. CONDEMNATION.

(a) **DISPOSITION OF AWARDS.** Should the whole or any part of the premises be condemned or taken for any public or quasi-public purpose, Landlord shall be entitled to retain, as its own property, the entire award payable. Tenant shall only be entitled to take such portion of said award as is expressly payable to Tenant for its personal property, leasehold improvements or relocation/moving expenses.

(b) **DATE OF LEASE TERMINATION.** If the whole of the demised premises shall be condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved in paragraph (a) above.

16. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant:

1. Failure to pay rent when due.
2. Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to terms of the lease.
3. Abandonment of the premises, "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days.
4. Institution of voluntary bankruptcy proceedings in which the Court orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by the Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365-day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following:

1. Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting.

2. Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give the Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

17. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER. If default shall be made by either party in the performance of, or compliance with, any of the terms or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other

remedies now or hereafter provided by law, may, but need not, perform such term or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 9% per annum, from date of advance.

18. SIGNS.

(a) Tenant shall have the right and privilege of attaching, painting or exhibiting signs on the leased premises, provided only (1) that any sign shall comply with the ordinances of municipality and state in which the property is located; (2) such sign shall not change the structure of the building; (3) such sign, if and when removed, shall not damage the building; and (4) such sign shall be subject to the written approval of the Landlord, which approval shall not be unreasonably withheld.

(b) Landlord during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.

19. **MECHANIC'S LIENS.** Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the premises, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

20. **LANDLORD'S DEFAULT AND TENANT REMEDIES.** In the event of Landlord's failure to observe or perform any duties, obligations, agreements or conditions imposed on Landlord pursuant to the terms of this Lease, Tenant shall give Landlord a written notice specifying the failure and giving Landlord thirty (30) days in which to correct the failure. If there is a failure (other than non-payment of a monetary obligation of Landlord) that cannot be remedied in thirty (30) days by diligent efforts of Landlord, Landlord may propose an additional period of time in which to remedy the failure. Consent to additional time shall not be unreasonably withheld by Tenant. In the event Landlord has not remedied a failure in a timely manner, Tenant may proceed with all available remedies at law or equity, including but not limited to withholding rental and other payments and terminating this Lease.

21. ENVIRONMENTAL.

A. Landlord. To the best of Landlord's knowledge to date:

1. Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules and regulations pertaining to air and water quality, the handling, transportation,

storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

2. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state and local codes, rules and regulations.

3. No leak, spill release, discharge, emission or disposal of toxic or hazardous substances has occurred on the premises.

4. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances.

5. Landlord shall assume liability and shall indemnify and hold Tenant harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which condition is not a result of actions of the Tenant or which condition arises after date of execution but which is not a result of actions of the Tenant.

B. Tenant. Tenant expressly represents and agrees:

1. During the lease term, Tenant's use of the property will not include the use of any hazardous substance without Tenant first obtaining the written consent of Landlord. Tenant understands and agrees that Landlord's consent is at Landlord's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlord deems appropriate.

2. During the lease term, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Tenant, and Tenant shall give immediate notice to Landlord of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

3. Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the premises any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlord, who is or may be liable for any such cost and expense.

4. Tenant agrees to indemnify and hold Landlord harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by Tenant on or after the date of this lease and during any term of this lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution of the value of any leased premises which may result

from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this lease.

22. SUBSTITUTION OF EQUIPMENT, MERCHANDISE. ETC.

(a) During its tenancy, the Tenant shall have the right to sell or otherwise dispose of any personal property of the Tenant situated on the premises, when in the judgment of the Tenant it shall have become obsolete, outworn or unnecessary in connection with the operation of the business on the premises; provided, however, that the Tenant shall, in such instance (unless no substituted article or item is necessary) at its own expense, substitute for such items a new or other item in substitution thereof, in like or greater value.

(b) Nothing herein contained shall be construed as denying to Tenant the right to dispose of inventoried merchandise in the ordinary course of the Tenant's trade or business.

23. RIGHTS CUMULATIVE. The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

24. NOTICES AND DEMANDS. Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mail box.

25. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

26. CHANGES TO BE IN WRITING. None of the covenants, provisions, terms or conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.

27. CONSTRUCTION. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

28. OTHER LEASE. The parties acknowledge and agree that they have entered into other leases for the Tenant's use of the Ahrens Family Center, and the Ahrens Park Foundation's youth soccer fields.

Executed in duplicate as of the date first set forth above.

CITY OF GRINNELL

Printed name of Signature Agent of City of Grinnell

By: _____
Signature Agent of City of Grinnell

Date: _____

Address: _____

Phone: _____

AHRENS PARK FOUNDATION

Printed name of Signature Agent of Ahrens Park Foundation

By: _____
Signature Agent of Ahrens Park Foundation

Date: _____

1510 Penrose Street
Grinnell, IA 50112
(641)236-5518

RESOLUTION NO. 2020-19

A RESOLUTION AUTHORIZING MAYOR AND CITY CLERK TO SIGN LEASE AGREEMENT FOR AHRENS FAMILY CENTER

WHEREAS, the City of Grinnell has decided that to lease the Ahrens Family Center is in the city's best interest; and

NOW, THEREFORE, upon the motion duly made by Council Member _____, seconded by Council Member _____, and properly carried it is hereby RESOLVED:

1. That the city of Grinnell agrees to lease the Ahrens Family Center from the Ahrens Park Foundation, an Iowa non-profit corporation, and
2. That the city of Grinnell and the Ahrens Park Foundation have agreed upon the terms of the lease agreement; and
3. That the lease agreement is effective from July 1, 2020 to June 30, 2021 in the amount of \$5,322 per term period/\$443.50 per month, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL that the Mayor and City Clerk are hereby authorized to sign the lease agreement on behalf of the city.

PASSED AND APPROVED THIS 3rd day of February 2020.

Dan F. Agnew, Mayor

Attest:

Annamarie Wingenter, City Clerk/Finance Director



**AHRENS FAMILY CENTER
Lease Agreement 2020-2021
City of Grinnell**

The Ahrens Park Foundation is dedicated to providing first class recreational and athletic facilities while partnering with wellness, educational and recreational programs and organizations for the greater good of the community of Grinnell.

THIS LEASE AGREEMENT, is made and entered into this _____ day of _____, 2020, by Ahrens Park Foundation, an Iowa non-profit corporation, ("Landlord") whose address for the purpose of this lease is 1510 Penrose Street, Grinnell, IA 50112 and The City of Grinnell, Iowa, a municipal corporation ("Tenant") whose address for the purpose of this lease is 520 4th Avenue, Grinnell, IA 50112.

WITNESSETH THAT:

1. **PREMISES AND TERM.** The Landlord, in consideration of the rents, agreements and conditions herein contained, leases to the Tenant and Tenant leases from Landlord, according to the terms of this lease, that certain dedicated space in the Ahrens Family Center, located at 1436 Penrose Street, Grinnell, Iowa which is currently utilized by Tenant (the "Premises"), with the improvements thereon, and all rights, easements and appurtenances thereto for a term of one year, commencing at midnight of the day previous to the first day of the lease term, which shall be on July 1, 2020, and ending at midnight on the last day of the lease term, which shall be on June 30, 2021, upon the condition that the Tenant pays rent therefore, and otherwise performs as in this lease provided.

This Lease shall be in substitution for that certain existing lease between Landlord and Tenant, for these same premises, which existing lease shall terminate, and be of no further force or effect, as of the commencement date of this Lease.

Landlord leases to Tenant the following real estate:

North One-half of Ahrens Family Center, including use of gymnasium, swimming pool, restrooms, and kitchen facility.

Tenant agrees to conduct periodic safety reviews of the Premises in conjunction with Landlord, at Landlord's request, during the terms of this lease. Tenant also agrees to conduct routine swimming pool inspections to assure proper and safe levels of chemicals in the swimming pool.

2. **RENTAL.** Tenant agrees to pay to Landlord \$5,322 as rental for said term, \$443.50 per month, in advance, the first rent payment becoming due upon the commencement date and the same amount, per month, in advance, on the 1st day of each month thereafter, during the term of this lease.

All sums shall be paid at the address of Landlord, as above designated, or at such other place as Landlord may, from time to time, designate in writing. Delinquent payments shall draw interest at 10 % per annum from the due date, until paid.

3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this lease, and shall yield possession to the Landlord at the end of the lease term, except as herein otherwise expressly provided. Should Landlord be unable to give possession on said date, Tenant's only damages shall be a rebating of the pro rata rental.

4. **USE OF PREMISES.** Tenant covenants and agrees during the term of this lease to use and to occupy the leased Premises only as a recreational facility open to the public on a rental basis for reasonable and traditional recreational uses. Tenant may use or sublease the Premises for non-recreative social functions, including but not limited to private parties, receptions or other social, non-athletic gatherings.

Use during July 1st, 2020 through June 30th, 2021 shall be as stated below:

(a) Monday through Friday from 5:30 p.m. to closing for the night, which closing time shall be at the reasonable discretion of Tenant but which generally shall be no later than 10:00 p.m. and routinely should be earlier; and

(b) Saturdays and Sundays all day. "All day" shall be defined to mean at whatever time Tenant wishes to open in the morning and closing shall be at the reasonable discretion of Tenant.

LANDLORD'S DUTIES:

(a) At reasonable intervals, Landlord will provide necessary general janitorial services, snow removal and landscaping to the Premises and its contiguous lawns, parking areas, driveways and sidewalks, except that Tenant shall provide necessary clean up for its own programs and usages as more fully set out below.

(b) Landlord will care for and maintain the premises including sewer, plumbing, water pipes, electrical wiring, heating and air conditioning systems, driveways and walkways in a reasonably safe and serviceable condition.

(c) Landlord will pay the utilities for the leased premises. Tenant will be provided access to a phone for local calls but shall not be permitted to make long distance calls except upon prior approval.

(d) Landlord shall sweep and mop the floor as necessary and shall pick up debris and other hazards in and around the Premises after regular use by tenant.

(e) Landlord shall supply toiletries for the restrooms.

TENANT'S DUTIES:

(a) At the end of usage that the Tenant facilitates, arranges for, or for which the Tenant otherwise coordinates the usage of the Facility, Tenant shall insure that all chairs, tables and equipment are returned to their proper place at the end of the rental period; that the kitchen facility is cleaned; that all trash and debris is removed and placed in the dumpster in the west parking lot; that all the exits are locked and checked; and that all the lights are shut off, if appropriate.

(b) If Tenant does not perform its duties under this paragraph and, as a result, Landlord must perform some of the tasks allocated to Tenant in this paragraph, then Tenant shall reimburse Landlord at the rate of \$20 per person per hour.

(c) Tenant shall maintain the swimming pool, on average daily, by a certified pool operator.

(d) Tenant shall provide lifeguards and or pool monitors while the swimming pool is in use, at all times.

No consumption of alcoholic beverages, smoking or chewing of tobacco shall at any time be permitted on the Premises.

5. **QUIET ENJOYMENT.** Landlord covenants that its estate in said Premises is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the Premises for the term of this lease. Landlord shall have the right to mortgage all of its right, title, interest in said premises at any time without notice, subject to this lease.

6. EQUIPMENT, DECORATING, REPLACEMENT, REPAIR AND MAINTENANCE.

DEFINITIONS

"Maintain" means to clean and keep in good condition.

"Repair" means to fix and restore to good condition after damage, deterioration or partial destruction.

CONDITIONS OF PREMISES

A. Tenant takes the Premises in its present condition, except for such repairs and alterations as may be expressly otherwise provided in this lease.

REPAIRS AND MAINTENANCE

B. Landlord shall replace and repair the structural parts of the building. For purposes of this lease, the structural parts of the building shall mean the foundation, exterior walls, load bearing components of interior floors and walls, the roof and all sewers, pipes, wiring and electrical fixtures outside of the structure.

C. Other repairs shall be performed and paid for by Tenant.

D. Landlord shall be responsible for maintenance of all common areas under Landlord's control.

E. Any repair or maintenance not specifically provided for above shall be performed and paid for by Tenant.

F. Each party shall perform their responsibilities of repair and maintenance to the end that the premises will be kept in a safe and serviceable condition. Neither party will permit nor allow the premises to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents or employees.

EQUIPMENT, DECORATING AND ALTERATIONS

G. Any equipment, furnishings or fixtures to be supplied by Tenant shall be subject to the Landlord's prior written approval as to quality and method of installation. Tenant shall provide all trade equipment, furnishings and fixtures used in connection with the operation of its business, such as telephones, computers, desks, chairs, shelving and similar items.

H. Tenant shall make no structural alterations or improvements without the prior written consent of the Landlord.

AMERICANS WITH DISABILITIES ACT

I. Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality, the laws of the State and Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public, provided, however, responsibility for compliance with the Americans with Disabilities Act shall be performed and paid for by Landlord with respect to initial compliance at the commencement of this Lease, and compliance thereafter during the term of this Lease shall be the responsibility of Tenant.

7. **UTILITIES AND SERVICES.** Utilities and services shall be furnished and paid for as set forth above under "Landlord's Duties".

8. TERMINATION, SURRENDER OF PREMISES AT END OF TERM -- REMOVAL OF FIXTURES.

(a) **TERMINATION.** This lease shall terminate upon expiration of the original term; or if this lease expressly provides for any option to renew, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.

(b) **SURRENDER.** Tenant agrees that upon termination of this lease it will surrender and deliver the premises in good and clean condition as they were in at the commencement of this Lease, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

(c) **HOLDING OVER.** Continued possession by Tenant, beyond the expiration of its tenancy, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement

by both parties for an extension of this lease, or for a new lease) shall constitute a month-to-month extension of the lease.

(d) **REMOVAL OF FIXTURES.** Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any fixtures or equipment which Tenant has installed in the Premises, providing Tenant repairs any and all damages caused by removal.

9. ASSIGNMENT AND SUBLETTING. Tenant may not assign this Lease without Landlord's consent. Any assignment of this lease or subletting of the entire premises without the Landlord's written permission shall, at the option of the Landlord, make the Lease immediately terminable. Such written permission shall be in Landlord's reasonable discretion.

10. REAL ESTATE TAXES.

A. All installments of real estate taxes which would become delinquent if not paid during the term of this lease, shall be paid by Landlord.

B. **PERSONAL PROPERTY TAXES.** Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority against its personal property on the premises during the term of this lease.

C. **SPECIAL ASSESSMENTS.** Installments of special assessments that would be delinquent if not paid during the term of this lease shall be timely paid by Landlord.

D. Each party reserves its right of protest of any assessment of taxes.

11. INSURANCE.

A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the Insurance Services Official Broad Form Causes of Loss (formerly fire and extended coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

B. **LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$ 1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate per location. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlord as an additional insured.

C. **CERTIFICATES OF INSURANCE.** Prior to the time the lease takes effect the Tenant will provide the Landlord with a certificate of insurance with these property and liability insurance requirements, such certificate shall include 30 days advance notice of cancellation to the Landlord. A renewal certificate shall be provided prior to expiration of the current policies.

D. **ACTS BY TENANT.** Tenant will not do or omit doing any act which would invalidate any

insurance, or increase the insurance rates in force on the premises.

12. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. **INDEMNITY.** Except as provided in paragraph 21 (A) (5) and except for the negligence of Landlord, Tenant will protect, defend and indemnify Landlord from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

14. **FIRE AND CASUALTY.**

(a) **PARTIAL DESTRUCTION OF PREMISES.** In the event of a partial destruction or damage of the premises, which is a business interference which prevents the conducting of a normal business operation and which damage is repairable within 120 days after its occurrence, this lease shall not terminate but the rent for the premises shall abate during the time of such business interference. In the event of a partial destruction, Landlord shall repair such damages within 120 days of its occurrence unless prevented from doing so by acts of God, government regulations, or other causes beyond Landlord's reasonable control.

(b) **ZONING.** Should the zoning ordinance of the municipality in which this property is located make it impossible for Landlord to repair or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as provided in the next paragraph.

(c) **TOTAL DESTRUCTION OF BUSINESS USE.** In the event of a destruction or damage of the leased premises including the parking so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within 120 days, this Lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within 20 days after such destruction. Tenant shall surrender possession within 30 days after such notice issues and each party shall be released from all future obligations, and Tenant shall pay rent pro rata only to the date of such destruction. In the event of such termination of this lease, Landlord at its option, may rebuild or not, at its discretion.

15. CONDEMNATION.

(a) **DISPOSITION OF AWARDS.** Should the whole or any part of the premises be condemned or taken for any public or quasi-public purpose, Landlord shall be entitled to retain, as its own property, the entire award payable. Tenant shall only be entitled to take such portion of said award as is expressly payable to Tenant for its personal property, leasehold improvements or relocation/moving expenses.

(b) **DATE OF LEASE TERMINATION.** If the whole of the demised premises shall be condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved in paragraph (a) above.

16. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant:

1. Failure to pay rent when due.
2. Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to terms of the lease.
3. Abandonment of the premises, "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days.
4. Institution of voluntary bankruptcy proceedings in which the Court orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by the Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365-day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following:

1. Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting.

2. Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give the Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

17. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER.

If default shall be made by either party in the performance of, or compliance with, any of the terms or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 9% per annum, from date of advance.

18. **SIGNS.** (a) Tenant shall have the right and privilege of attaching, painting or exhibiting signs on the leased premises, provided only (1) that any sign shall comply with the ordinances of municipality and state in which the property is located; (2) such sign shall not change the structure of the building; (3) such sign, if and when removed, shall not damage the building; and (4) such sign shall be subject to the written approval of the Landlord, which approval shall not be unreasonably withheld.

(b) Landlord during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.

19. **MECHANIC'S LIENS.** Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the premises, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish

or agree to furnish any such material, service or labor.

20. LANDLORD'S DEFAULT AND TENANT REMEDIES. In the event of Landlord's failure to observe or perform any duties, obligations, agreements or conditions imposed on Landlord pursuant to the terms of this Lease, Tenant shall give Landlord a written notice specifying the failure and giving Landlord thirty (30) days in which to correct the failure. If there is a failure (other than non-payment of a monetary obligation of Landlord) that cannot be remedied in thirty (30) days by diligent efforts of Landlord, Landlord may propose an additional period of time in which to remedy the failure. Consent to additional time shall not be unreasonably withheld by Tenant. In the event Landlord has not remedied a failure in a timely manner, Tenant may proceed with all available remedies at law or equity, including but not limited to withholding rental and other payments and terminating this Lease.

21. ENVIRONMENTAL.

A. Landlord. To the best of Landlord's knowledge to date:

1. Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

2. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state and local codes, rules and regulations.

3. No leak, spill release, discharge, emission or disposal of toxic or hazardous substances has occurred on the premises.

4. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances.

5. Landlord shall assume liability and shall indemnify and hold Tenant harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which condition is not a result of actions of the Tenant or which condition arises after date of execution but which is not a result of actions of the Tenant.

B. Tenant. Tenant expressly represents and agrees:

1. During the lease term, Tenant's use of the property will not include the use of any hazardous substance without Tenant first obtaining the written consent of Landlord. Tenant understands and agrees that Landlord's consent is at Landlord's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlord deems appropriate.

2. During the lease term, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Tenant, and Tenant shall give immediate notice to Landlord of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

3. Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the premises any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlord, who is or may be liable for any such cost and expense.

4. Tenant agrees to indemnify and hold Landlord harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by Tenant on or after the date of this lease and during any term of this lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution of the value of any leased premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this lease.

22. SUBSTITUTION OF EQUIPMENT, MERCHANDISE. ETC.

(a) During its tenancy, the Tenant shall have the right to sell or otherwise dispose of any personal property of the Tenant situated on the premises, when in the judgment of the Tenant it shall have become obsolete, outworn or unnecessary in connection with the operation of the business on the premises; provided, however, that the Tenant shall, in such instance (unless no substituted article or item is necessary) at its own expense, substitute for such items a new or other item in substitution thereof, in like or greater value.

(b) Nothing herein contained shall be construed as denying to Tenant the right to dispose of inventoried merchandise in the ordinary course of the Tenant's trade or business.

23. RIGHTS CUMULATIVE. The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

24. NOTICES AND DEMANDS. Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other

method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mail box.

25. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

26. CHANGES TO BE IN WRITING. None of the covenants, provisions, terms or conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.

27. CONSTRUCTION. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

28. OTHER LEASE. The parties acknowledge and agree that they have entered into other leases for the Tenant's use of the Grinnell Athletic and Recreation Center, and the youth soccer fields and concession stand.

Executed in duplicate as of the date first set forth above.

CITY OF GRINNELL

Printed name of Signature Agent of City of Grinnell

By: _____
Signature Agent of City of Grinnell

Date: _____

Address: _____

Phone: _____

AHRENS PARK FOUNDATION

Printed name of Signature Agent of Ahrens Park Foundation

By: _____
Signature Agent of Ahrens Park Foundation

Date: _____

1510 Penrose Street
Grinnell, IA 50112
(641)236-5518

RESOLUTION NO. 2020-20

A RESOLUTION AUTHORIZING A SUB-LEASE AGREEMENT BETWEEN THE CITY OF GRINNELL AND GRINNELL-NEWBURG SCHOOL DISTRICT FOR THE AHRENS SOCCER FACILITY AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE SAME

WHEREAS, the City of Grinnell has decided that to sub-lease the Ahrens Soccer Facility is in the city's best interest; and

NOW, THEREFORE, upon the motion duly made by Council Member _____ seconded by Council Member _____, and properly carried it is hereby RESOLVED:

1. That the city of Grinnell agrees to sub-lease the Ahrens Soccer Facility to Grinnell-Newburg School District which is owned by the Ahrens Park Foundation, an Iowa non-profit corporation and leased by the city for the amount of \$2,152 to be paid in full to the Ahrens Park Foundation on or by April 1, 2021; and
2. That the city of Grinnell and the Ahrens Park Foundation have agreed upon the terms of the sub-lease agreement; and
3. That the sub-lease agreement is effective from April 1, 2020 to May 31, 2021; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL that the Mayor and City Clerk are hereby authorized to sign the lease agreement on behalf of the city with Grinnell-Newburg School District and the Ahrens Park Foundation for the Ahrens Soccer Facility.

PASSED AND APPROVED THIS 3rd DAY OF FEBRUARY 2020.

Dan F. Agnew, Mayor

Attest:

P. Kay Cmelik, City Clerk/Finance Director



**AHRENS SOCCER FACILITY
Sub-Lease Agreement, Spring 2021
Grinnell-Newburg School District**

The Ahrens Park Foundation is dedicated to providing first class recreational and athletic facilities while collaborating with wellness, educational and recreational programs and organizations for the greater good of the community of Grinnell.

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, 20__, by the City of Grinnell, (hereafter City) whose address for the purpose of this lease is 520 4th Avenue, Grinnell, Iowa and Grinnell-Newburg School District, an Iowa nonprofit corporation/nonprofit limited liability company, (hereafter Sub-Tenant) whose address for the purpose of this lease is 520 4th Avenue, Grinnell, Iowa. The parties agree that:

1. **PREMISES AND TERM.** The City leases to the Sub-Tenant according to the terms of this lease the Ahrens soccer facility (hereafter Premises) which is owned by the Ahrens Park Foundation, whose address is 1510 Penrose Street, Grinnell, Iowa, (hereafter Foundation) for a Lease term commencing on April 1, 2021 to May 31, 2021 upon the condition that the Sub-Tenant performs as set out in this lease. This agreement does not include the use of the Ahrens concession stand, located southeast of Premises. All scheduling and use of the Premises by Sub-Tenant must meet prior approval from City, subject to City's soccer schedule and discretion.

2. **RENTAL.** Sub-Tenant agrees to pay to Foundation as rental for said Term, \$2,152 for the entire term of this agreement and payable in full to Foundation on or by April 1, 2021. Delinquent payments shall draw interest at 10% per annum from the due date, until paid.

3. **USE OF PREMISES.**

A. Sub-Tenant agrees to use the Premises only for the purpose(s) of youth soccer (hereafter Event).

B. Sub-Tenant shall not assign or sublease the Premises.

C. Sub-Tenant is not a for-profit entity and will not engage in or allow any for profit activity on the premises for the Term.

D. Sub-Tenant will follow and implement the Foundation's Emergency Weather Response Plan, provided in Exhibit A, during the terms of this agreement.

4. **CLEAN UP/DAMAGES.**

A. The Sub-Tenant is responsible for any property they bring to the Event. If the property is damaged in any way they Sub-Tenant agrees to indemnify and hold the City and Foundation harmless therefore. Sub-Tenant will be responsible for cleaning up after the event and returning the Premises to the condition it was in before the start of the Lease Term, subject only to normal wear and tear. If Sub-Tenant does not do so the City will notify Sub-Tenant; Sub-Tenant will be given an opportunity to do the cleaning by a certain time. But if the Premises are not cleaned up by the set time, the City will employ the Foundation to return the premises to the condition they

were before the Term and bill Sub-Tenant for the cost. Sub-Tenant shall make no alterations or changes to the Premises without the prior written consent of the City and Foundation.

B. Sub-Tenant will do the following:

In case of an emergency, such as field maintenance matters – call Shane Gosselink at (641)990-0171. For any other emergency call the Grinnell Parks and Recreation Director at (641)236-2620. Of course dial 911 first for emergencies involving police, fire, and/or ambulance.

Sub-Tenant agrees to reimburse Foundation for all field paint cost expense associated with Sub-Tenant's programs and activities.

C. Foundation will do the following:

Foundation will provide all general field maintenance necessary for the above usage, including the marking of field paint, use of irrigation system, and mowing.

5. INFLATABLES. Sub-Tenant will not have any "inflatables" (games, cages, or other things that can be inflated and/or upon which children or adults can stand, bounce, or play). An inflatable item may be used if it does not allow humans to stand on it and if it is specifically approved in advance by the City and Foundation.

6. INSURANCE.

A. PROPERTY INSURANCE. City and Sub-Tenant agree to insure their respective property for the full insurable value. Such insurance shall cover losses included in the Insurance Services Official Broad Form Causes of Loss (formerly fire and extended coverage). Sub-Tenant shall waive all rights of recovery against each other.

B. LIABILITY INSURANCE. Sub-Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate per location. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. **This policy shall be endorsed to include the City and the Foundation as an additional insured.**

C. CERTIFICATES OF INSURANCE. Prior to the time the lease takes effect, **the Sub-Tenant will provide the City and Foundation** with a certificate of insurance with these property and liability insurance requirements, such certificate shall include 30 days advance notice of cancellation to the City and Foundation. A renewal certificate shall be provided prior to expiration of the then current policies.

7. INDEMNITY. Sub-Tenant agrees to assume the entire responsibility and liability for damages and injuries to persons or property or premises resulting from or in any manner connecting with above use of the premises and agrees to indemnify and save harmless the City, the Foundation, and all agents of either from all such claims, costs, damages, legal fees, and disbursements paid or incurred to enforce the provisions of this paragraph.

8. DEFAULT

A. In the event of default by Sub-Tenant, City shall have all remedies available pursuant to Iowa Law.

B. City will give Sub-Tenant notice specifying default and giving Sub-Tenant ten (10) days in which to correct default. If there is a default (other than for nonpayment of a monetary obligation of payment of rent or other monetary obligation of Sub-Tenant) that cannot be remedied in ten (10) days by diligent efforts of the Sub-Tenant, Sub-Tenant shall propose an additional period of time in which to remedy default. Consent to additional time shall not be unreasonably withheld by the City. City shall not be required to give Tenant any more than three notices for the same default within any 365-day period.

C. In the event Tenant has not remedied a default in a timely manner, City may proceed with all available legal remedies including but not limited to termination of this Sub-Lease and forfeiture, and giving Sub-Tenant notice to quit provided for in Chapter 648 of the Code of Iowa.

Executed in duplicate on the date first set out above.

GRINNELL-NEWBURG SCHOOL DISTRICT

CITY OF GRINNELL

Printed name of Signature Agent of
Grinnell-Newburg School District

Printed name of Signature Agent of City of Grinnell

By: _____
Signature Agent of Grinnell-Newburg School District

By: _____
Signature Agent of City of Grinnell

Date: _____

Date: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

This agreement is approved by AHRENS PARK FOUNDATION:

Printed name of Signature Agent of Ahrens Park Foundation

By: _____
Signature Agent of Ahrens Park Foundation

Date: _____

1510 Penrose Street
Grinnell, IA 50112
(641)236-5518



EXHIBIT A
Emergency Weather Response Plan
Ahrens Park Outdoor Complex
Penrose Street, Grinnell, IA 50112
Updated January 1, 2020

OVERVIEW:

The purpose of the Ahrens Park Foundation (APF) emergency response plan is to prevent or reduce harm to patrons of Ahrens Park outdoor athletic, wellness and recreational activities and participants in events held at the Ahrens Park outdoor complex.

The emergency response plan is a policy of APF that must be adhered to by those organizations and entities that utilize and/or lease the Ahrens Park outdoor complex or venues therein (Permitted Organizational Users).

The plan outlines guidelines and procedures that should be followed in the event of threatening and/or severe inclement weather.

The emergency response plan is to be posted on the APF's website and distributed to the Permitted Organizational Users of the Ahrens Park outdoor complex and the venues therein. It is strongly encouraged that Permitted Organizational Users, when applicable, post the emergency response plan on their websites and distribute the emergency response plan to participants (e.g. via registration packets). Copies of the plan are to be posted in all Ahrens Park concession stands, the Ahrens Foundation offices, and the Grinnell Athletic and Recreation Center.

EMERGENCY RESPONSE ADVISORY GROUP:

The Emergency Response Advisory Group consists of APF staff and board members, and representatives of organizations with long-term leasing relationships with the APF. The team develops and implements the APF's emergency response plan for the Ahrens Park outdoor complex. The following individuals currently serve on the Emergency Response Advisory Group:

1. Shannon Fitzgerald, APF Board Treasurer
2. Julie Gosselink, APF Board Assistant Treasurer
3. Shane Gosselink, Ahrens Park Facilities Manager
4. Chad Nath, Ahrens Park Managing Consultant
5. GYBSA Board of Director
6. Director of Parks & Recreation for the City of Grinnell

EMERGENCY RESPONSE TEAM AND CONTACT INFO:

An essential part of an effective emergency response plan is an emergency response team. The members of the Emergency Response Team are the primary points of contact in the event of an emergency or severe weather situation.

Shane Gosselink, Ahrens Park Facilities Manager
shane@ahrensfamilyfoundation.org

(641)-236-5518 office
(641)-990-0171 cell

Chad Nath, Ahrens Park Management Consultant
cnath@ahrensfamilyfoundation.org

641)236-5518 office
(641)990-7276 cell

EMERGENCY

Non-Emergency Police

Non-Emergency Fire

Grinnell Regional Medical Center

911

(641)236-2670

(641)236-2688

(641)236-7511

The Ahrens Park Facilities Manager or the Emergency Response Advisory Group can make changes, with the approval of the APF board, to this plan throughout the year. If there are changes made to the plan, the Permitted Organizational Users will be made aware of the changes.

POLICY FOR CANCELLATIONS AND/OR DELAYS:

Cancellations and/or Delays – prior to start of event (practice, competition or event)

Events may be cancelled or delayed due to unsafe venue/field conditions or hazardous weather conditions. The determination to cancel or delay use of the Ahrens Park outdoor complex or venues therein will be made by the Ahrens Park Facilities Manager and communicated to the appropriate Permitted Organizational Users. In the case that the Ahrens Park Facilities Manager is not in communication with the Permitted Organizational Users in a timely manner then the decision becomes that of the Permitted Organizational Users using the athletic fields and/or Ahrens Park outdoor complex.

Cancellations and/or Delays – after the start of event

The Ahrens Park Facilities Manager may close the Ahrens Park outdoor complex or venues therein at any point in time (including after the start of an event) due to unsafe venue/field or hazardous weather.

Cancellations and/or Delays – after the start of practice or competition

Once a game or competition has begun, the coaches, umpire/official, or field supervisor/event administrator hold the responsibility of determining game delay or termination. The Ahrens Park Facilities Manager has the authority to override the decision due to unsafe venue/field conditions or hazardous weather.

If a game or practice is delayed, then coaches, umpire/official, or field supervisor/event administrator are to carefully inspect the field for safety prior to the beginning of any activity. Activity may recommence only after a determination that the field is safe.

It is the responsibility of the Permitted Organizational User to have policies and procedures in place to ensure the care and safety of minors in the event of game delay or cancellation.

POLICY FOR SEVERE INCLEMENT WEATHER:

In the case of severe inclement weather, all patrons should immediately evacuate the Ahrens Park outdoor complex, including all parking areas due to:

1. Sounding of the City of Grinnell's tornado sirens
2. Sounding of bullhorn
3. Loss of electrical power at night

4. Ahrens Park Facilities Manager or the onsite tournament Director or Field Supervisor (designated by the leasing organization) decides that inclement weather may endanger patrons

(Please note that APF is not able to accommodate hundreds(+) of patrons in an indoor storm shelter that would be deemed safe enough in severe inclement weather.)

Weather Conditions:

Tornadoes

At any point during a practice, competition or event there is a tornado warning issued by the National Weather Service for the local area, or the sounding of the City of Grinnell's tornado sirens occurs or there is a tornado sighted, the practice, competition or event must be cancelled immediately and everyone should evacuate the premises.

(The City of Grinnell tornado warning system conducts a test each Thursday at 9 a.m. if no severe weather is predicted.)

In the event of a tornado watch, it is recommended that a representative of the Permitted Organizational User immediately communicate to all of its patrons that a tornado watch has been issued for the local area and whether the practice, competition or event will be delayed or cancelled.

Lightning and Thunder

If a practice, competition or event is in progress and thunder and/or lightning is detected within 6 miles (and/or in the event of a thunderstorm warning), the coaches, umpire/official, or field supervisor/event administrator shall immediately stop play and instruct everyone to go to a safe area. Neither participants nor spectators may remain on the field or out in any open areas without a roof. Practice, competition or events are not permitted to continue until 30 minutes after a flash of lightning (or the sound of thunder within 6 miles). If lightning and thunder continue, the 30-minute time period shall start over after each incidence of lightning or thunder. Practices, competition and events may not resume until the 'all-clear' is given by the coaches, umpire/official, or field supervisor/event administrator.

In the event of a thunderstorm watch, it is recommended that a representative of the Permitted Organizational User immediately communicate to all of its patrons that a thunderstorm watch has been issued for the local area and whether the practice, competition or event will be delayed or cancelled.

Rain

Light rain that does not create an unsafe environment may not be cause to stop a practice, competition or event as long as the coaches, umpire/official, or field supervisor/event administrator conclude that the field is safe. However, heavy rain that leads to pooling or soaking wet field conditions may cause delay or termination of a practice, competition or event. Besides pooling and slick field conditions, heavy downpours can also cause very poor visibility putting patrons in danger. Therefore it is the responsibility of the coaches, umpire/official, or field supervisor/event administrator to stop the practice, competition or event.

COMMUNICATIONS PLAN:

APF strongly recommends that Permitted Organizational Users using the Ahrens Park outdoor complex for regularly scheduled, special or tournament events implement annually an effective communications plan to help assure all patrons are alerted and kept safe in the event of severe inclement weather. APF recommends, at a minimum:

1. All Permitted Organizational Users maintain updated contact lists/phone trees of individuals (staff, board members, safety committee members, coaches, umpires, officials, etc.) and provide these lists annually to the APF Emergency Response Team in order to effectively and efficiently contact each other in the event of an emergency.
2. Use social media as a communications tool to let patrons know of any delays or cancellations that may be affecting their activities due to inclement weather.
3. Urge all parents, guardians and players to sign up for “group text message alerts and notifications” through their organizations that are leasing the Ahrens Park outdoor complex for special events and/or tournaments or that are leasing any of the athletic fields in order to receive immediate important announcements and communications in the event of inclement weather. Instructions for signing up could be part of the initial program or team registration process for each organization.

One of these text platforms can be provided by Poweshiek County’s Emergency Notification System (PCENS), which is a mass notification service provided by Poweshiek County Emergency Management Agency (PCEMA). PCENS gives PCEMA the ability to send out mass notifications regarding emergency or general events. These messages can be sent to specific locations or county wide. Residents can also select to receive weather warnings on their mobile phone. This is currently a free opt-in service available to all Poweshiek County residents. To sign up, go to www.poweshiekready.org

4. Use a weather radio, with extra batteries always on hand, along with the “Little League® WeatherBug” app that can be used and promoted by all Permitted Organizational Users that are leasing the Ahrens Park outdoor complex for special events or tournaments or who are leasing any of the athletic fields. The Little League® WeatherBug app is a mobile weather app providing coaches, managers, parents, family and friends with real-time weather, severe weather alerts, and personalized lightning detection to help stay safer during practice and games.

Little League® WeatherBug app is available for download on both Google Play and the iTunes App Store for free. This app provides several unique features to keep patrons informed and alerted via Android phones and tablets, iPhones and iPads.

5. Sound a bullhorn to let patrons know that everyone is to evacuate the Ahrens Park outdoor complex immediately due to the threat of severe inclement weather. Bullhorn should periodically be checked to assure proper functioning and extra batteries, if needed should always be on hand.
6. As previously indicated in the Overview section, the emergency response plan is to be posted on the APF’s website, and distributed to Permitted Organizational Users. Additionally, it is strongly encouraged that Permitted Organizational Users, when applicable, post the emergency response plan on their websites and distribute the emergency response plan to participants (via registration packets). Copies of the plan are to be posted in all Ahrens Park concession stands, the Ahrens Foundation offices, and the Grinnell Athletic and Recreation Center.

RESOLUTION NO. 2020-

A RESOLUTION AUTHORIZING A SUB-LEASE AGREEMENT BETWEEN THE CITY OF GRINNELL AND MID-IOWA FUTBOL, INC. FOR THE AHRENS SOCCER FACILITY AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE SAME

WHEREAS, the City of Grinnell has decided that to sub-lease the Ahrens Soccer Facility is in the city's best interest; and

NOW, THEREFORE, upon the motion duly made by Council Member _____ seconded by Council Member _____, and properly carried it is hereby RESOLVED:

1. That the city of Grinnell agrees to sub-lease the Ahrens Soccer Facility to Mid-Iowa Futbol, Inc. which is owned by the Ahrens Park Foundation, an Iowa non-profit corporation and leased by the city for the amount of \$3,009 in two equal installments due by September 15, 2020 and April 15, 2021; and
2. That the city of Grinnell and the Ahrens Park Foundation have agreed upon the terms of the sub-lease agreement; and
3. That the sub-lease agreement is effective from July 1, 2020 to June 30, 2021; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL that the Mayor and City Clerk are hereby authorized to sign the lease agreement on behalf of the city with Mid-Iowa Futbol, Inc. and the Ahrens Park Foundation for the Ahrens Soccer Facility.

PASSED AND APPROVED THIS 3rd DAY OF February 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director



**AHRENS SOCCER FACILITY
AND CONCESSION STAND
Sub-Lease Agreement 2020-2021
Mid-Iowa Futbol Club**

The Ahrens Park Foundation (APF) is dedicated to providing first class recreational and athletic facilities while collaborating with wellness, educational and recreational programs and organizations for the greater good of the community of Grinnell.

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, 2020, by the City of Grinnell, (hereafter City) whose address for the purpose of this lease is 520 4th Avenue, Grinnell, Iowa and Mid-Iowa Futbol Club, Inc./Alliance Management Group, LLC., an Iowa nonprofit corporation, (hereafter Sub-Tenant) whose address for the purpose of this lease is 525 Broad Street, Grinnell, Iowa. The parties agree that:

1. **PREMISES AND TERM.** The City leases to the Sub-Tenant according to the terms of this lease the Ahrens soccer facility (hereafter Premises) and the adjacent soccer concession stand (hereafter Facility) which are owned by the Ahrens Park Foundation, whose address is 1510 Penrose Street, Grinnell, Iowa, (hereafter Foundation) for a Lease term commencing on July 1, 2020, and ending on June 30, 2021 upon the condition that the Sub-Tenant performs as set out in this lease.

All scheduling and use of the Premises by Sub-Tenant must meet prior approval from City, subject to City's soccer schedule and discretion.

2. **RENTAL.** Sub-Tenant agrees to pay to Foundation as rental for said Term, \$3,009 for the entire term of this agreement and payable in two equal installments to Foundation on or by September 15, 2020 and on or by April 15, 2021. Delinquent payments shall draw interest at 10% per annum from the due date, until paid.

3. **USE OF PREMISES AND FACILITY.**

- A. Sub-Tenant agrees to use the Premises and Facility only for the purpose(s) of youth soccer events and concessions related to such events (hereafter Event).
- B. Sub-Tenant shall not assign or sublease the Premises and Facility.
- C. Sub-Tenant is not a for-profit entity and will not engage in or allow any for-profit activity on the Premises or Facility for the terms of this lease.
- D. **Sub-Tenant will follow and implement the Foundation's Emergency Weather Response Plan, provided in Exhibit A, during the terms of this agreement.**

4. **FOUNDATION'S DUTIES:**

- A. At reasonable intervals, Foundation will provide necessary general janitorial services and landscaping to the Premises, the Facility, and its contiguous lawns, parking areas, driveways and sidewalks, except that Sub-Tenant shall provide necessary clean-up for its own programs and usages as more fully set out below.

- B. Foundation will provide all general field maintenance for the Premises necessary for the above usage, including the marking of field paint, use of irrigation system, and mowing.
- C. Foundation will care for and maintain the Premises and Facility including sewer, plumbing, water pipes, electrical wiring, heating, driveways and walkways in a reasonably safe and serviceable condition.
- D. Foundation will pay utilities for the leased Premises and Facility. Sub-Tenant will be provided access to a phone for local calls but shall not be permitted to make long distance calls except upon prior approval.
- E. Foundation shall supply cleaning supplies and toilet paper for the Facility.

5. SUB-TENANT'S DUTIES:

- A. The Sub-Tenant is responsible for any property they bring to the Event. If the property is damaged in any way the Sub-Tenant agrees to indemnify and hold the City and Foundation harmless therefore. Sub-Tenant will be responsible for cleaning up after the Event and returning the Premises and Facility to the condition it was in before the start of the Lease Term, subject only to normal wear and tear. If Sub-Tenant does not do so the City will notify Sub-Tenant; Sub-Tenant will be given an opportunity to do the cleaning by a certain time. But if the Premises and Facility are not cleaned up by the set time, the City will employ the Foundation to return the Premises and Facility to the condition they were before the lease term and bill Sub-Tenant for the cost. Sub-Tenant shall make no alterations or changes to the Premises and Facility without the prior written consent of the City and Foundation.
- B. For all maintenance matters - call or text Shane Gosselink, APF Facilities Manager, at (641)990-0171 or email shane@ahrensfamilyfoundation.org or email Chad Nath, APF Managing Consultant, at cnath@ahrensfamilyfoundation.org
- C. Sub-Tenant shall clean up the Premises and Facility as necessary after its use, including food service area and toilets.
- D. No consumption of alcoholic beverages, smoking or chewing of tobacco shall at any time be permitted on the Premises or at the Facility.
- E. Sub-Tenant will follow and implement Foundation's Emergency Weather Response Plan for the Premises attached hereto as on Exhibit A, during the terms of this agreement.
- F. Sub-Tenant agrees to conduct periodic safety reviews of the Premises and Facility in conjunction with Foundation, at Foundation's request, during the terms of this lease.
- G. This lease includes the City's use of the Facility for storage purposes of equipment.
- H. Sub-Tenant agrees to reimburse Foundation for all field paint cost expense associated with Sub-Tenant's programs and activities.

6. INFLATABLES. Sub-Tenant will not have any "inflatables" (games, cages, or other things that can be inflated and/or upon which children or adults can stand, bounce, or play). An inflatable item may be used if it does not allow humans to stand on it and if it is specifically approved in advance by the City and Foundation.

7. INSURANCE.

A. **PROPERTY INSURANCE.** City and Sub-Tenant agree to insure their respective property for the full insurable value. Such insurance shall cover losses included in the Insurance Services Official Broad Form Causes of Loss (formerly fire and extended coverage). Sub-Tenant shall waive all rights of recovery against each other.

B. **LIABILITY INSURANCE.** Sub-Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate per location. Such policy shall include liability arising from Premises and Facility operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the City and the Foundation as an additional insured.

C. **CERTIFICATES OF INSURANCE.** Prior to the time the lease takes effect, the Sub-Tenant will provide the City and Foundation with a certificate of insurance with these property and liability insurance requirements, such certificate shall include 30 days advance notice of cancellation to the City and Foundation. A renewal certificate shall be provided prior to expiration of the then current policies.

7. **INDEMNITY.** Sub-Tenant agrees to assume the entire responsibility and liability for damages and injuries to persons or property or Premises and Facility resulting from or in any manner connecting with above use of the Premises and Facility and agrees to indemnify and save harmless the City, the Foundation, and all agents of either from all such claims, costs, damages, legal fees, and disbursements paid or incurred to enforce the provisions of this paragraph.

8. DEFAULT

A. In the event of default by Sub-Tenant, City shall have all remedies available pursuant to Iowa Law.

B. City will give Sub-Tenant notice specifying default and giving Sub-Tenant ten (10) days in which to correct default. If there is a default (other than for nonpayment of a monetary obligation of payment of rent or other monetary obligation of Sub-Tenant) that cannot be remedied in ten (10) days by diligent efforts of the Sub-Tenant, Sub-Tenant shall propose an additional period of time in which to remedy default. Consent to additional time shall not be unreasonably withheld by the City. City shall not be required to give Sub-Tenant any more than three notices for the same default within any 365-day period.

C. In the event Sub-Tenant has not remedied a default in a timely manner, City may proceed with all available legal remedies including but not limited to termination of this Sub-Lease and forfeiture, and giving Sub-Tenant notice to quit provided for in Chapter 648 of the Code of Iowa.

Executed in duplicate on the date first set out above.

MID-IOWA FUTBOL CLUB

CITY OF GRINNELL

Printed name of Signature Agent of
Mid-Iowa Futbol Club

Printed name of Signature Agent of City of Grinnell

By: _____
Signature Agent of Mid-Iowa Futbol Club

By: _____
Signature Agent of City of Grinnell

Date: _____

Date: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

This agreement is approved by AHRENS PARK FOUNDATION:

Printed name of Signature Agent of Ahrens Park Foundation

By: _____
Signature Agent of Ahrens Park Foundation

Date: _____

1510 Penrose Street
Grinnell, IA 50112
(641)236-5518



EXHIBIT A
Emergency Weather Response Plan
Ahrens Park Outdoor Complex
Penrose Street, Grinnell, IA 50112
Updated January 1, 2020

OVERVIEW:

The purpose of the Ahrens Park Foundation (APF) emergency response plan is to prevent or reduce harm to patrons of Ahrens Park outdoor athletic, wellness and recreational activities and participants in events held at the Ahrens Park outdoor complex.

The emergency response plan is a policy of APF that must be adhered to by those organizations and entities that utilize and/or lease the Ahrens Park outdoor complex or venues therein (Permitted Organizational Users).

The plan outlines guidelines and procedures that should be followed in the event of threatening and/or severe inclement weather.

The emergency response plan is to be posted on the APF's website and distributed to the Permitted Organizational Users of the Ahrens Park outdoor complex and the venues therein. It is strongly encouraged that Permitted Organizational Users, when applicable, post the emergency response plan on their websites and distribute the emergency response plan to participants (e.g. via registration packets). Copies of the plan are to be posted in all Ahrens Park concession stands, the Ahrens Foundation offices, and the Grinnell Athletic and Recreation Center.

EMERGENCY RESPONSE ADVISORY GROUP:

The Emergency Response Advisory Group consists of APF staff and board members, and representatives of organizations with long-term leasing relationships with the APF. The team develops and implements the APF's emergency response plan for the Ahrens Park outdoor complex. The following individuals currently serve on the Emergency Response Advisory Group:

1. Shannon Fitzgerald, APF Board Treasurer
2. Julie Gosselink, APF Board Assistant Treasurer
3. Shane Gosselink, Ahrens Park Facilities Manager
4. Chad Nath, Ahrens Park Managing Consultant
5. GYBSA Board of Director
6. Director of Parks & Recreation for the City of Grinnell

EMERGENCY RESPONSE TEAM AND CONTACT INFO:

An essential part of an effective emergency response plan is an emergency response team. The members of the Emergency Response Team are the primary points of contact in the event of an emergency or severe weather situation.

Shane Gosselink, Ahrens Park Facilities Manager
shane@ahrensfamilyfoundation.org

(641)-236-5518 office
(641)-990-0171 cell

Chad Nath, Ahrens Park Management Consultant
cnath@ahrensfamilyfoundation.org

641)236-5518 office
(641)990-7276 cell

EMERGENCY

Non-Emergency Police

Non-Emergency Fire

Grinnell Regional Medical Center

911

(641)236-2670

(641)236-2688

(641)236-7511

The Ahrens Park Facilities Manager or the Emergency Response Advisory Group can make changes, with the approval of the APF board, to this plan throughout the year. If there are changes made to the plan, the Permitted Organizational Users will be made aware of the changes.

POLICY FOR CANCELLATIONS AND/OR DELAYS:

Cancellations and/or Delays – prior to start of event (practice, competition or event)

Events may be cancelled or delayed due to unsafe venue/field conditions or hazardous weather conditions. The determination to cancel or delay use of the Ahrens Park outdoor complex or venues therein will be made by the Ahrens Park Facilities Manager and communicated to the appropriate Permitted Organizational Users. In the case that the Ahrens Park Facilities Manager is not in communication with the Permitted Organizational Users in a timely manner then the decision becomes that of the Permitted Organizational Users using the athletic fields and/or Ahrens Park outdoor complex.

Cancellations and/or Delays – after the start of event

The Ahrens Park Facilities Manager may close the Ahrens Park outdoor complex or venues therein at any point in time (including after the start of an event) due to unsafe venue/field or hazardous weather.

Cancellations and/or Delays – after the start of practice or competition

Once a game or competition has begun, the coaches, umpire/official, or field supervisor/event administrator hold the responsibility of determining game delay or termination. The Ahrens Park Facilities Manager has the authority to override the decision due to unsafe venue/field conditions or hazardous weather.

If a game or practice is delayed, then coaches, umpire/official, or field supervisor/event administrator are to carefully inspect the field for safety prior to the beginning of any activity. Activity may recommence only after a determination that the field is safe.

It is the responsibility of the Permitted Organizational User to have policies and procedures in place to ensure the care and safety of minors in the event of game delay or cancellation.

POLICY FOR SEVERE INCLEMENT WEATHER:

In the case of severe inclement weather, all patrons should immediately evacuate the Ahrens Park outdoor complex, including all parking areas due to:

1. Sounding of the City of Grinnell's tornado sirens
2. Sounding of bullhorn
3. Loss of electrical power at night

4. Ahrens Park Facilities Manager or the onsite tournament Director or Field Supervisor (designated by the leasing organization) decides that inclement weather may endanger patrons

(Please note that APF is not able to accommodate hundreds(+) of patrons in an indoor storm shelter that would be deemed safe enough in severe inclement weather.)

Weather Conditions:

Tornadoes

At any point during a practice, competition or event there is a tornado warning issued by the National Weather Service for the local area, or the sounding of the City of Grinnell's tornado sirens occurs or there is a tornado sighted, the practice, competition or event must be cancelled immediately and everyone should evacuate the premises.

(The City of Grinnell tornado warning system conducts a test each Thursday at 9 a.m. if no severe weather is predicted.)

In the event of a tornado watch, it is recommended that a representative of the Permitted Organizational User immediately communicate to all of its patrons that a tornado watch has been issued for the local area and whether the practice, competition or event will be delayed or cancelled.

Lightning and Thunder

If a practice, competition or event is in progress and thunder and/or lightning is detected within 6 miles (and/or in the event of a thunderstorm warning), the coaches, umpire/official, or field supervisor/event administrator shall immediately stop play and instruct everyone to go to a safe area. Neither participants nor spectators may remain on the field or out in any open areas without a roof. Practice, competition or events are not permitted to continue until 30 minutes after a flash of lightning (or the sound of thunder within 6 miles). If lightning and thunder continue, the 30-minute time period shall start over after each incidence of lightning or thunder. Practices, competition and events may not resume until the 'all-clear' is given by the coaches, umpire/official, or field supervisor/event administrator.

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Little League® WeatherBug app is available for download on both Google Play and the iTunes App Store for free. This app provides several unique features to keep patrons informed and alerted via Android phones and tablets, iPhones and iPads.

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