

**MEMORANDUM**

**TO:** Gregg Mandsager, city Administrator  
**FROM:** Richard Klimes, Director of Parks and Recreation   
**DATE:** June 11, 2018  
**RE:** Amendment to Retail Sales and Service Agreement and Lease- Greenwood Cemetery

**INTRODUCTION:**

Please accept this memo and the attached documents as a request to amend the Retail Sales and Service Agreement and Lease to Greenwood Cemetery. The requested amended changes include extending the agreement by two (2) years (July 1, 2018 – June 30, 2020).

**BACKGROUND:**

Since the inception of this agreement on March 1, 2004, the City of Muscatine has received an average of between \$10,000.00 and \$15,000.00 annually. The terms and conditions of this agreement have been adjusted as requested by the vendor and approved by Council since the initial start of the agreement. This service is provided out of the Greenwood Cemetery Chapel Building.

**RECOMMENDATION:**

After a staff review, it is recommended that the City Council approve the attached amendment for the Retail Sales and Service Agreement and Lease- Greenwood Cemetery.

**BACKUP INFORMATION:**

1. Letter of Request
2. Amendment
3. Agreement

Thank you for your time and attention to this matter. Please contact me if you have any questions or concerns.

**AMENDMENT TO RETAIL SALES AND SERVICE  
AGREEMENT AND LEASE – GREENWOOD CEMETERY**

It is hereby agreed by and between the City of Muscatine, Iowa, hereinafter referred to as “City”, and Peter Troost Monument Company, Inc., doing business as Iowa Memorial Granite Company, hereinafter referred to as “IMGC”, as follows:

The Retail Sales and Service Agreement and Lease – Greenwood Cemetery hereinafter referred to as the “Agreement-Lease” by and between the City and C.C.S.D., Inc., doing business as Iowa Memorial Company for the term beginning March 1, 2004 and continuing through June 30, 2005, as amended on June 16, 2005, on June 1, 2006, on June 5, 2008, on July 1, 2010, on July 1, 2012, on July 1, 2014, on July 1, 2016 extending the term through June 30, 2018 is hereby amended as follows:

1. The term of the Agreement shall begin July 1, 2018 and continuing through June 30, 2020.
2. The date in the beginning of Paragraph 22 is amended to “June 30, 2018”.

All other provisions of the Agreement and Lease remain unamended.

IN WITNESS WHEREOF the parties have executed this Amendment on the 1<sup>st</sup> day of July, 2018.

Peter Troost Monument Company, Inc.

City of Muscatine, Iowa

By \_\_\_\_\_  
Manager

By \_\_\_\_\_  
Diana Broderson, Mayor

Attest: \_\_\_\_\_  
Gregg Mandsager, City Clerk



# *Iowa Memorial Granite Company*

*Monuments and Markers of Everlasting Beauty*

1812 Lucas St, Muscatine, IA 52761-2950

Located in Greenwood Cemetery - Phone: 563-263-5484

Randall & Polly Geurink - Managers

[www.iowamemorialgranite.com](http://www.iowamemorialgranite.com)

May 18, 2018

To: Council Members, City of Muscatine

Please accept this letter of intent to extend our agreement with the City of Muscatine for the Retail Sales and Service Agreement and Lease at Greenwood Cemetery.

PROPOSED AMENDMENTS for:

Retail Sales and Service Agreement and Lease - Greenwood Cemetery

**Line Item #1:** The term of the Agreement shall begin July 1, 2018 and continue through June 30, 2020.

**Line Item 22:** Change to "Prior to June 30, 2020, the date for the completion of this agreement period."

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Randall Geurink", written over a large, stylized flourish.

Randall Geurink, Manager  
Peter Troost Monument Co., Inc.  
Dba: Iowa Memorial Granite Co.

**RETAIL SALES AND SERVICE AGREEMENT AND LEASE  
Greenwood Cemetery**

It is hereby agreed by and between the City of Muscatine, Iowa hereinafter referred to as City, and C.C.S.D., Inc. doing business as Iowa Memorial Granite Company, hereinafter referred to as Lessee, as follows:

1. That the City hereby leases to the Lessee the Cemetery Chapel Building for Cemetery Retail Sales and Service Operations at Greenwood Cemetery in the City of Muscatine, Iowa for the period from March 1, 2004 to June 30, 2005.
2. That the Lessee at all times indicated herein shall furnish Cemetery Retail Sales and Service as specified on Attachment A submitted by Lessee which is attached to this Agreement to adequately serve the public that may be using the cemetery and agrees that at all times during the period of this contract Lessee will maintain sufficient equipment and merchandise to adequately serve the public.
3. That the Lessee, in consideration of the leasing of said building, agrees to pay to the city ten percent (10%) of the gross receipts under \$500.00 and twenty-five percent (25%) of the gross receipts over \$500.00 from retail sales and services generated by the said Lessee exclusively for Greenwood Cemetery irregardless of where the initial or closing sale is generated. Lessee shall no later than the tenth (10<sup>th</sup>) day of each month following any sales, report to the City the total sales for the preceding calendar month and pay the percentage due for such month. The Lessee shall produce copies of Lessee's quarterly sales tax returns, income tax returns, or other evidence supporting the total sales reported. In addition, the City shall have the right to examine the accounting record and books of the Lessee from time to time and the Lessee agrees to promptly produce said accounting records and books at the request of the City.
4. That the Lessee agrees to obtain all necessary licenses, permits, and certificates, as required by Federal law, State law, or local Ordinance, at Lessee's expense.

5. That the Lessee agrees to assume full and absolute responsibility for, and to defend, hold harmless and indemnify, the City and its Officers, Employees, and Agents, for any and all claims, damages and losses in any way resulting from the maintenance, operation, or use of the leased area or buildings covered by this agreement. Such responsibility includes, but is not limited to, losses from the use of retail items or display items; physical damage to property owned by the City, the Lessee, the Lessee's employees, or private individuals; and any and all consequential and economic damages.

Prior to the effective date of the lease, the Lessee shall file a certificate of insurance with the City, with the right of fifteen (15) day notice of cancellation, naming the City as additional insured. The Lessee shall purchase liability insurance in the amount of at least five hundred thousand (\$500,000) per occurrence and five hundred thousand dollars (\$500,000) aggregate for bodily injury and property damage claims and shall include product liability.

6. That all items, quantities and prices must be standard for the trade and a complete listing must be provided to the City. The listing and subsequent changes must be approved in writing by the Director of Parks and Recreation of the City. The Lessee must conform to the rules, regulations and ordinances of the City of Muscatine and agrees not to sell or have in said building or on surrounding grounds any alcoholic beverages, cigarettes, cigarette papers or other tobacco products.
7. The Lessee agrees to keep all equipment in a clean and safe condition, according to all appropriate regulations. The City and other authorized inspectors shall have the right to enter and inspect the premises at any time. Any directives by authorized inspectors of the City shall be complied with immediately. Any violation which is the subject of a written corrective notice, which has not been rectified within seventy-two (72) hours, shall be cause for immediate cancellation of this agreement by the City.
8. That the Lessee agrees to observe all laws of the State of Iowa, all Ordinances of the City of Muscatine, Iowa, and all Federal laws applicable to Lessee on said premises.

9. That the Lessee agrees not to assign this agreement or sublet the premises without the expressed written consent of the City.
10. That the City will furnish the building to the Lessee as is during the lease period. The Lessee will provide all office furnishings and display materials necessary to operate a show room. The Lessee must clean, maintain and repair the building during the use periods of this agreement. The interior and exterior of the building shall be kept clean and uncluttered.
11. That the Lessee may not make permanent changes or improvements to the leased premises without the expressed written consent of the City, and said improvement shall become the property of the City upon termination of this agreement without further compensation to the Lessee.
12. That the Lessee shall be responsible for any utility payments and charges which become necessary in the operation of the premises covered by this agreement.
13. That the lessee agrees to keep the building and surrounding grounds for fifty (50) feet around on all sides of the building free of debris, papers and trash at all times.
14. That the Lessee agrees to keep said building open during major periods of activity and hours mutually agreed upon. The Parks and Recreation Department office will inform the Lessee of additional scheduled activities.
15. That the Lessee shall have exclusive retail sales and service on-site privileges for Greenwood Cemetery with the exception of special events which have been or will be approved by the City.
16. That the City shall supply to the Lessee a First Aid Kit which the Lessee shall make available to users of said facilities in the event of injury.

17. That upon failure to pay the monies agreed upon herein, or to comply with any of the stipulations or conditions of this agreement by the said Lessee, the City may elect to declare forfeiture of this agreement and may take possession of the premises within seven (7) days notice at any time and may bring action for forcible entry and detainer as allowed by Law for recovery of possession. Failure of the City to declare the forfeiture of this agreement shall not operate as a waiver of any noncompliance.
18. That the City shall have a lien for all costs, as herein described at any time remaining unpaid upon any and all property of the Lessee, used or kept on or above said premises, during the existence of this agreement whether or not such property is exempt from execution and attachment. No demand for the monies herein described shall be necessary to entitle the City to the right herein agreed upon.
19. The Lessee agrees to pay nine (9) percent per annum on all past due monies payable under this agreement, and pay all reasonable expenses and attorney's fees connected with the enforcement of the provisions of this agreement with which the Lessee has failed to comply.
20. That the City or Lessee may terminate this agreement by providing written notice of said termination to the other at least thirty (30) days prior to the date of termination. The City reserves the right to terminate this agreement within seven (7) calendar days written notice if the Lessee does not perform the terms and conditions of this agreement.
21. That the Lessee shall not permit any of the following practices:
  - a. To discharge from employment or refuse to hire any individual because of their race, creed, color, national origin, religion, age, sex, marital status, political affiliation, or disability.
  - b. To discriminate against any individual in the terms, conditions, or privileges of employment because of their race, creed, color, national origin, religion, sex, marital status, political affiliation, or disability.

- c. To discriminate against any individual in the performance of any obligation or the extension of services under this contract because of their race, creed, color, national origin, religion, age, sex, marital status, political affiliation, or disability.

22. Prior to June 30, 2005, the date the completion of this agreement period, said Lessee and City agree to enter good faith negotiations for an extension and/or adjustment of the terms and conditions to be mutually agreed upon by said Lessee and City. Additionally, the City reserves the right to terminate this agreement if at such time the City decides to change the operational management of Greenwood Cemetery. At such time, IMGC will be given a thirty (30) day Termination of Agreement Notice.

DATED AND EXECUTED AT MUSCATINE, IOWA THIS 19th DAY OF February, 2004.

City of Muscatine, Iowa

MAYOR:

Richard W. Brown

CITY CLERK:

[Signature]

LESSEE: C.C.S.D. Inc.

BY:

[Signature]

2469 - 35th St. S.

Address

Muscatine

City

IH

State

52761

Zip