

MEMORANDUM

TO: Gregg Mandsager, City Administrator
FROM: Richard Klimes, Director of Parks and Recreation
DATE: June 18, 2012
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, 2012–June 30, 2014) and lowering the percentage of commissions paid to the City for gross receipts over \$500.00 from 23% to 21%.

BACKGROUND:

Since the inception of this agreement on July 1, 2001, the City of Muscatine has received an average of between \$11,000.00 and \$14,000.00 annually. The only adjustments to the terms and conditions over the past several years have been to adjust the time frame of the agreement. This service is provided out of the Greenwood Cemetery Chapel Building.

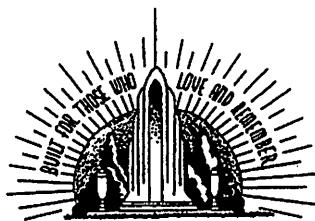
RECOMMENDATION:

After a thorough 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

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



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

June 11, 2012

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, 2012 and continue through June 30, 2014.

Line Item #2: Amend the first sentence of Paragraph 3 as follows: "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-one percent (21%) of the gross receipts over \$500.00 from retail sales and services generated." The remaining provisions of this Paragraph shall remain unamended.

Line Item 22: Change to "Prior to June 30, 2014, the date for the completion of this agreement period.

Respectfully submitted,

Randall Geurink, Manager

Peter Troost Monument Co., Inc.

Dba: Iowa Memorial Granite Co.

**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, and on July 1, 2010, extending the term through June 30, 2012, is hereby amended as follows:

1. The term of the Agreement shall begin July 1, 2012 and continuing through June 30, 2014.
2. The first sentence of Paragraph 3. is amended to provide as follows: "The Lessee, in consideration of the leasing of said building, agrees to pay the City ten percent (10%) of the gross receipts under \$500.00 and twenty-one percent (21%) of the gross receipts over \$500.00 from retail sales and services generated." The remaining provisions of this Paragraph shall remain unamended.

22. The date in the beginning of Paragraph 22 is amended to "June 30, 2014".

All other provisions of the Agreement and Lease remain unamended.

IN WITNESS WHEREOF the parties have executed this Amendment on the 1st day of July, 2012.

Peter Troost Monument Company, Inc.

City of Muscatine, Iowa

By _____
Manager

By _____
DeWayne Hopkins, Mayor

Attest: _____
Gregg Mandsager, City Clerk