

**AGENDA**  
**Dallas Center City Council Meeting**  
**June 2, 2017 – 7:30 am – City Hall**

1. Roll Call
2. Action to approve agenda
3. Approve pool concession agreement with Linda LaValley
4. Adjournment



**DALLAS CENTER**  
(Quietly PROGRESSIVE)

**Pool Concession Agreement**

This agreement is entered into as of \_\_\_\_\_ by and between the City of Dallas Center, Iowa, a municipal corporation, (hereinafter referred to as "city") and Linda LaValley of \_\_\_\_\_, Dallas Center, Iowa (hereinafter referred to as Linda LaValley).

Whereas, the City owns a swimming pool and an adjacent building located at 12<sup>th</sup> and Vine Streets,

Whereas, the City is desirous that a private individual operate and run a concession stand in the swimming pool building during the 2017 season, May through August; and

Whereas, Linda LaValley is interested in running such a concession stand and is willing to pay a fee to the City for such use,

In consideration of their mutual promises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. The City will lease to Linda LaValley during the 2017 swimming pool season (May to August) the side room on the northwest corner of the swimming pool building, the dimensions of which are approximately 7' x 15'.
2. Linda LaValley will pay the City the sum of One Hundred Dollars (\$100.00) to lease said room for the entire 2017 swimming pool season.
3. Linda LaValley bears full and complete responsibility for ordering, stocking, purchasing, selling, and receiving payment for food and drink concessions; and shall limit the concession sales to the aforescribed room.
4. Linda LaValley may operate the concession stand at such times as he/she desires during the time the swimming pool is open to the public. The normal hours of operation of the swimming pool are: Sunday through Saturday from 12:30 PM to 8:00 PM. However, the City makes no guarantee as to the dates and hours the pool actually will be open.
5. Linda LaValley shall purchase and maintain such insurance as will protect them from any claims which may arise out of or result from his/her operations under this agreement, whether such operations be by himself/herself or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
6. Linda LaValley shall indemnify and hold harmless the City against all liability, loss or damage, including any damage to person or property, arising from any act by himself/herself or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, while engaged in any activities in connection with this agreement.

In witness thereof, the parties hereto have executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, effective as of the day and year first above written.

The City of Dallas Center

By: \_\_\_\_\_  
Mike Kidd, Mayor

\_\_\_\_\_  
Renter

By: \_\_\_\_\_  
Cindy Rlesselman, City Clerk

**CITY HALL**

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