

Waldorf decided not to enter into this agreement, so no action was taken. dl

**RESOLUTION NO. 21-22-09**

**A RESOLUTION APPROVING TEMPORARY VARIANCE AND SUSPENSION OF NO PARKING BETWEEN 2:00 AM AND 6:00 AM FOR 20 PARKING SPOTS ON THE WEST SIDE OF 11<sup>TH</sup> STREET BETWEEN "J" STREET AND "I" STREET AND APPROVAL OF PERMIT PARKING TO WALDORF UNIVERSITY.**

**WHEREAS**, the City is the owner of 20 parking spots on the West side of 11th Street between "J" Street and "I" Street within the City of Forest City; and

**WHEREAS**, Waldorf University requires additional parking to meet current student demand. The City owned parking spots are near Waldorf University; and

**WHEREAS**, the City wishes to enter an Agreement for Temporary Parking with Waldorf University and allow for temporary variance and temporary suspension of no parking between 2:00 AM to 6:00 AM for the 20 parking spots on the West side of 11th Street between "J" Street and "I" Street until December 20, 2021; and

**BE IT RESOLVED BY THE CITY OF FOREST CITY, IOWA, THAT:**

**SECTION I.** That the City of Forest City herein will allow for a temporary variance and temporary suspension of no parking between 2:00 AM to 6:00 AM for the 20 parking spots on the West side of 11th Street between "J" Street and "I" Street until December 20, 2021.

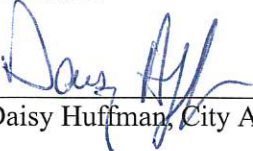
**SECTION II.** The Council approves the Agreement for Temporary Parking submitted to the Council.

**SECTION III.** The Mayor and City Clerk of Forest City, Iowa, are hereby authorized to execute any documents necessary to effectuate this transaction.

**PASSED AND APPROVED** on September 20<sup>th</sup>, 2021.

  
Byron Ruiter, Mayor

ATTEST:

  
Daisy Huffman, City Administrator/Clerk

## CONTRACT FOR TEMPORARY PARKING

**THIS AGREEMENT**, effective this \_\_\_ day of September, 2021, by and between the City of Forest City, hereinafter referred to as "CITY", and Mayes Education, Inc. d/b/a Waldorf University, hereinafter referred to as "OWNER":

**WHEREAS**, the City of Forest City, Iowa has an improved concrete street between "J" Street and "I" Street with 20 parking spots along the West side, and;

**WHEREAS**, the Owner has an educational institution which is located near the parking spots heretofore mentioned, and;

**WHEREAS**, the Owner needs additional parking spots and the City is willing to permit overnight parking for the Owner in the parking spots heretofore mentioned

**NOW THEREFORE**, in consideration of these presences and mutual undertakings, the parties hereto agree as follows:

**SECTION I:** That the City will allow a temporary variance and temporary suspension of the No Parking between 2:00 AM and 6:00 AM on the 20 parking stalls on the West side of 11<sup>th</sup> Street between "J" Street and "I" Street within the City of Forest City until December 20, 2021.

**SECTION II:** The Owner will pay to the City \$20 per month per parking stall for a period from the date of this Contract until December 20, 2021. Any partial month will be considered a full month.

**SECTION III:** In addition to the above consideration, the Owner will also purchase or create its own signs to be placed on poles after the City has removed its existing signs and Owner will promptly remove the Owner's signs on December 20, 2021.

**SECTION IV:** The Owner will be responsible for snow removal and enforcement of Owner's parking rules during the period of this Contract. However, the City, **under Section 69.21**, will enforce its Permit Parking rules, regulations and ordinances during the same period.

**SECTION V:** The Owner will ensure student vehicles are moved from the 20 parking spots prior to large events at Boman Fine Arts Center. Owner will coordinate with Boman Fine Arts Center Manager to establish when removal is necessary. Enforcement of this provision will be the responsibility of Owner.

**SECTION VI:** The Owner will provide insurance for its use of the 20 parking stalls during the duration of this Contract and the City shall be named as additional insured on Owner's insurance policy or policies and have its insurance company supply a certificate naming the City as an additional insured.

**SECTION VII.** The Owner will indemnify and hold the City harmless for any damages or claims caused by Owner during the term of this Contract.

**SECTION VIII.** This Contract terminates on December 20, 2021.













**Overview**



**Legend**

-  Corporate Limits
-  PLS Townships
- Parcels**
-  <blank>
-  <blank>
-  Roads
-  Private Roads

<b>Parcel ID</b>	1135263003	<b>Alternate ID</b>	0104226	<b>Owner Address</b>	MAYES EDUCATION INC
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	C		106 S 6TH
<b>Property Address</b>		<b>Acreage</b>	n/a		FOREST CITY, IA 50436
<b>District</b>	FCFC				
<b>Brief Tax Description</b>	35 98 24 A TR IN BLK 55 ORIG TOWN OF FOREST CITY DESC IN BK 318 PAGES 37-40 AND 46-47 ALSO				
	<i>(Note: Not to be used on legal documents)</i>				

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