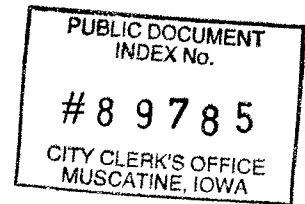


MEMO  
May 25, 2006



To: A.J. Johnson, City Administrator  
From: Richard Klimes, Director of Parks and Recreation *RKlimes*  
Subject: Amendment to Retail Sales and Service Agreement and Lease – Greenwood Cemetery

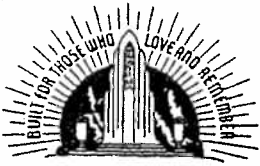
Attached is a letter of intent from Mr. Randy Geurink, Manager, Peter Troost Monument Co., Inc., DBA: Iowa Memorial Granite Co. requesting to amend the Retail Sales and Service Agreement and Lease for Greenwood Cemetery. The requested amended change is to extend the current amended agreement by two years July 1, 2006 to June 30, 2008. All other terms and conditions are proposed to remain the same.

After staff review and consultation with the City Attorney, it is recommended that the City Council approve the attached amendment for the Retail Sales and Service Agreement and Lease – Greenwood Cemetery. The current agreement is due to expire on June 30, 2006.

Since the inception of the Greenwood Cemetery – Retail Sales and Service Agreement and Lease on July 1, 2001, The City of Muscatine has received on average roughly \$1200.00 commission each month. As you are aware, this service is stationed in the Greenwood Cemetery Chapel Building. The current agreement service provider has done an admirable job in exercising the terms and conditions of the agreement.

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

C: Mr. Randy Geurink, Manager  
Les Dennis, Park Maintenance Supervisor  
Mr. Harvey G. Allbee Jr., City Attorney



# IOWA MEMORIAL GRANITE COMPANY

*Monuments and Markers of Everlasting Beauty*  
2469 33rd St. South • Muscatine, IA 52761 • 563-263-4515

## MEMORANDUM

May 10, 2006

To: Council Members, City of Muscatine

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

PROPOSED AMENDMENTS for:  
Retail Sales and Service Agreement and Lease at Greenwood Cemetery

A. Line Item #1 – Extend for the period of July 1, 2006 to June 30, 2008.

Respectfully submitted,

Randall Geurink, General 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:

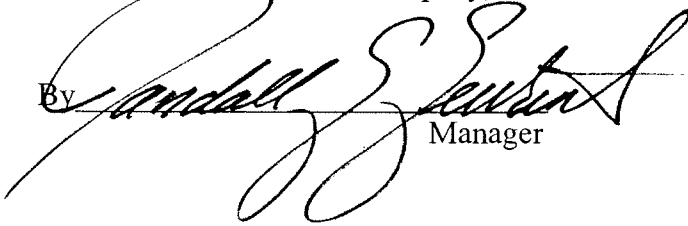
1. The Retail Sales and Service Agreement and Lease-Greenwood Cemetery hereinafter referred to as the "Agreement-Lease" by and between the City and C.C.S.D., Inc., doing business as Iowa Memorial Company for the term beginning March 1, 2004 and continuing through June 30, 2005, as amended on June 16, 2005, by Amendment between the City and IMGC extending the term through June 30, 2006, attached hereto and by this reference made a part hereof, is hereby amended as follows:

- a. The term of the Agreement shall begin July 1, 2006 and continuing through June 30, 2008.

IN WITNESS WHEREOF the parties have executed this Amendment on the 15<sup>th</sup> day of June, 2006.

Peter Troost Monument Company, Inc.

By

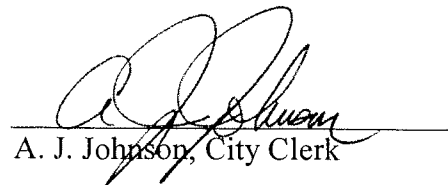
  
Manager

City of Muscatine, Iowa

By

  
Richard W. O'Brien, Mayor

Attest:

  
A. J. Johnson, City Clerk

**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:

1. 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, a copy of which is attached hereto and by this reference made a part hereof, is amended to provide that Peter Troost Monument Company, Inc., doing business as Iowa Memorial Granite Company, IMGC, agrees to assume all the responsibility to perform the terms and conditions of the Agreement.

2. The date at the end of Paragraph 1. is amended to provide as follows: "July 1, 2005 to June 20, 2006".

3. Attachment A (as of April 1, 2005), attached hereto, is substituted for the Attachment A to the Agreement-Lease as referred to in Paragraph 2.

4. The first sentence of Paragraph 3. is amended to provide as follows: "That the Lessee, in consideration of the leasing of said building, agrees to pay to the City ten per cent (10%) of the gross receipts of all items priced under \$500.00, twenty-five percent (25%) of the gross receipts of all items priced over \$500.00 (minus the proposed labor only fees not subject to commission) and ten percent (10%) for all mausoleum and columbarium sales from retail sales and services generated by the Lessee", and the following provisions of this Paragraph shall remain unamended.

5. The beginning of the first line of Paragraph 22. of the Agreement-Lease is amended to provide as follows: "Prior to June 30, 2006, the completion of this agreement (July 1, 2005 to June 20, 2006)" and the following provisions of this Paragraph shall remain unamended.

All other provisions of the agreement remain unamended.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF the parties have executed this Agreement on the 16th day of  
June, 2005.

Peter Troost Monument Company, Inc.

City of Muscatine, Iowa

By *[Signature]*  
manager

*[Signature]*  
Richard W. O'Brien, Mayor

Attest:

By *[Signature]*  
A. J. Johnson, City Clerk



**RETAIL SALES AND SERVICE AGREEMENT AND LEASE  
GREENWOOD CEMETERY**

**ATTACHMENT A**  
(as of April 1, 2005)

**RETAIL SALES AND SERVICE ITEMS**

|                        |             |           |
|------------------------|-------------|-----------|
| <b>Granite Stones:</b> | Single      | \$1150.00 |
|                        | Double      | \$1850.00 |
|                        | 3' Monument | \$3175.00 |
|                        | Cremation   | varies    |
|                        | Benches     | varies    |
| <b>Bronze Markers</b>  | Single      | \$1150.00 |
|                        | Double      | \$2100.00 |
|                        | Cremation   | varies    |
|                        | Veteran     | varies    |

**\*\*All prices given for granite and bronze are averaged between the highest and lowest price. There are too many sizes and types of granite/bronze to list here.\*\***

**Shepherd flower staffs and floral decorations**

**Remembrance lites and refill candles and solar light units**

**Vases and vase liners for flowers, for new and existing markers**

**Bronze plaque services:** Can be used both inside Greenwood or other city projects.

**Lot Sales Program:**

- A) Help increase lot sales by setting up a pre-need sales program.
- B) With a lot program Iowa Memorial Granite Co. will go back on sales reports and on pre-need sales will call about the purchase of pre-need markers and monuments.
- C) Would like to set up new sections in Greenwood for Catholics since St. Mary's Cemetery is filled. This could result in increased lot and marker sales.
- D) Establish special cremation areas since cremation is on the increase. Could be done with wall units that would require less ground waste and less maintenance. This would generate additional revenue and extend the life of the cemetery.

**Cemetery Repair Services:**

Iowa Memorial Granite Co. is equipped to handle all aspects of cemetery repair work and programs for existing stones. This would be a money generating program and will help with the appearance of the cemetery.

**Bronze Refinishing:**

Iowa Memorial Granite Co. is equipped to take old bronze and restore it to its original beauty. We are the only company in the immediate area that can do this without having to take up the existing bronze and send it out of state for the refinishing process, which can substantially raise the price of such work and cause long delays in the return of the bronze.

**Mausoleum Units:**

Iowa Memorial Granite Co. can sell and service private as well as garden multiplex units for above ground burial, from design and installation of the mausoleum to sales of said units.

**Other Product Lines:**

There are several new products for our industry that come out on the market every year, and our sales staff personnel keep up with these products and promote those that work well in our area. We don't want to sell products that we cannot back by our company or the manufacturer's guarantee. These products are for new and older markers and monuments and for cemetery use.

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:

CITY CLERK:

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

BY:

2469 - 33rd St. S.

Address

Muscatine

City

IA

State

52761

Zip



2469 33<sup>rd</sup> Street South  
Muscatine, IA 52761  
Bus: 563-263-4515 Home: 563-785-4585

**RETAIL SALES AND SERVICE AGREEMENT AND LEASE  
GREENWOOD CEMETERY**

**ATTACHMENT A  
(as of Jan. 1, 2004)**

**RETAIL SALES AND SERVICE ITEMS**

|                        |                    |                  |
|------------------------|--------------------|------------------|
| <b>Granite Stones:</b> | <i>Single</i>      | <i>\$ 850.00</i> |
|                        | <i>Double</i>      | <i>\$1475.00</i> |
|                        | <i>3' Monument</i> | <i>\$2800.00</i> |
|                        | <i>Cremation</i>   | <i>varies</i>    |
|                        | <i>Benches</i>     | <i>varies</i>    |
| <b>Bronze Markers</b>  | <i>Single</i>      | <i>\$1011.00</i> |
|                        | <i>Double</i>      | <i>\$2050.00</i> |
|                        | <i>Cremation</i>   | <i>varies</i>    |
|                        | <i>Veteran</i>     | <i>varies</i>    |

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