

**RESOLUTION 2025-17**

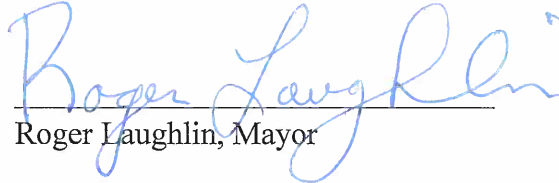
**A RESOLUTION APPROVING AN AGREEMENT WITH THE WEST BRANCH LIONS CLUB FOR CONSTRUCTION OF A PICKLEBALL COMPLEX AT CUBBY PARK**

WHEREAS, the West Branch Parks and Recreation Director and the West Branch Lions Club have heretofore negotiated an agreement for the construction of a pickleball complex at Cubby Park and outlined the responsibilities for both parties; and

WHEREAS, this Agreement (see Exhibit A) requires approval of the City Council.

NOW, THEREFORE, It Is Resolved by the Council of the City of West Branch, Iowa, that the City Council of the City of West Branch that the Agreement is hereby approved. Further, the Mayor and City Clerk are hereby directed to execute the agreement on behalf of the City.

Passed and approved this 18th day of February, 2025.

  
\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

  
\_\_\_\_\_  
Leslie Brick, City Clerk

## AGREEMENT

THIS AGREEMENT is entered into by and between the City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358 (hereafter the "City") and the West Branch Lions Club, Inc., PO Box 63, West Branch, Iowa 52358 (hereafter "Lions").

WHEREAS, the City is the owner of that certain property generally referred to as "Cubby Park" in the City of West Branch; and

WHEREAS, Lions has approached the City about financing and constructing four (4) pickleball courts within Cubby Park (the "Project") at a location as depicted on Exhibit "A" attached hereto (the "Site"); and

WHEREAS, the City Council has agreed to allow Lions to construct the Project at the Site, subject to the terms and conditions below.

NOW, THEREFORE, the parties agree as follows:

1. That upon the execution of this Agreement, Lions will continue with fundraising efforts to allow Lions to construct the Project at the Site.
2. That the Project to be constructed by the Lions will consist of the following:
  - a. A four (4) court pickleball complex built to the dimensions outlined by the USA Pickleball Association, meaning each two (2) court area will need a surface measuring 64' X 72'.
  - b. The Project will be bounded by an eight (8) foot perimeter fence, with a four (4) foot fence between the courts.
3. That all costs of the construction of the Project shall be borne by Lions. In the event that fundraising for the entire Project cannot be secured, the Lions and City may allow for the initial construction of a two (2) court complex.
4. That upon 90 days' written notice by Lions to the City, Lions may commence construction of the Project at the Site. Prior to the commencement of construction, Lions shall ensure that the general contractor engaged by Lions to construct the Project shall obtain general commercial liability insurance in an amount equal to at least \$2 million and shall name the City as an additional insured on said policy. The City shall require a certificate of insurance from the Lions general contractor evidencing the same prior to commencement of construction.
5. Once the Project has been completed by Lions, Lions shall be responsible for returning the property owned by the City to its original condition prior to the commencement of construction. Lions shall also be responsible for any damage caused by Contractor or any subcontractors during construction of the Project.
6. That Lions will indemnify the City against any and all claims associated with the construction of the Project by Lions pursuant to this Agreement.

7. At such time as construction has been completed, the City Council shall accept the Project by Resolution of the City Council, said Resolution shall be the instrument which conveys title of the Project to the City. At such time, the City will be solely responsible for the maintenance of the pickleball complex.

8. As recognition of the Project by the City, the City agrees that the Project will be named the "West Branch Lions Pickleball Complex." In addition, Lions may reserve the right to name individual courts, shade areas or benches constructed near the Project. Said additional naming rights shall be subject to the approval of the City Council after consultation with the City Administrator, Mayor and Parks and Recreation Director. In addition, the Lions may hold up to two (2) tournaments/events at the Project each year at no cost to Lions and may work with the West Branch Parks and Recreation Director to designate a 2-hour session in the a.m. weekly and a 2-hour session in the p.m. weekly and each year during the times which the Project is open to the public.

9. Because of the investment of Lions to construct the Project, should the City in the future desire to reclaim the Site for another City purpose, the City shall within one (1) year of the date of said reclamation, reconstruct a like-kind pickleball complex at another location at the City's cost.

10. Lions and the West Branch Parks and Recreation department shall work cooperatively to establish rules and regulations, including fees for the use of the pickleball complex. City agrees that it will endeavor to use the fees for the maintenance of the pickleball complex.

Dated this 18<sup>th</sup> day of February, 2025.

LIONS:

By: Sherry Kelpus

Sherry Kelpus  
Print name and title

CITY:

By: Roger Laughlin  
Roger Laughlin, Mayor

ATTEST:

By: Leslie Brick  
Leslie Brick, City Clerk