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Hiawatha Parks and Recreation

Memo

To: Mayor and City Council

From: Kelly Willadsen, Park and Recreation Director

CC: City Administrator, Kim Downs

Date: 5/8/2018

Re: Hiawatha Kids League request for installation of Solar Panel in Guthridge Park

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Hiawatha Kids League is seeking permission to install a green energy producing alternative; solar panels atop the Guthridge Park concession stand. These 4 solar panels (3.5' x 5.5') would offset the energy consumption and would produce the most solar power if mounted onto the roof section facing the south; this has 200 gross square feet of area or 75 square feet of viable set back square feet. The solar panels need to be in proximity to the concession stand meter.

The solar system would produce approximately 1745 kWh ($150) per year and the HKL energy consumption averages 3500 kWh each season of ($300-400) for a four (4) month period. The offset would be captured with a bi-directional meter provided by Alliant Energy; the meter would spin in the opposite (favorable) direction when energy is produced by the solar panels. Trees have been removed near the concession stand to eliminate any shadowing over the panels.

Certified contractors and electricians approved by the Hiawatha building department will conduct the installation. Total estimated cost of the project would be under $4000, HKL will pay for the installation and maintenance of the solar system with City guidance. Hiawatha Kids League has earned a Green Communities grant for $2500 and would pay for the balance of the installation with budgeted funds for special projects. Contactors will work with the City of Hiawatha and abide to all of the necessary codes and installation requirements for proper mechanical and electrical functionality. Desired installation would be for June of 2018.

The Solar Panel would demonstrate to the youth and families of the league the benefits of green energy alternatives and how solar energy is converted into useful applications in the concession stand. The solar panels have a life span of over 20 years and would help HKL meet the cost and use of traditional energy for years to come.

Myself, Kim Downs, Cindy Kudrna, (Finance Director) Patrick Parsley, (Community Development) and Mark Parmenter (City Attorney) met with the Hiawatha Kids League Board in separate meetings to discuss moving forward and making sure all permits and necessary guidelines are met by the Park and Rec and Community Development departments. Attached you will see the agreement that Mark Parmenter has drafted, that explains the partnership, liabilities and expectations of Hiawatha Kids League moving

forward. The Park Commission made recommendations to city council to approve this project at the May 8th meeting. Hiawatha Kids League has done great things for our community and have a great working relationship with the Parks and Recreation Department.

SOLAR PANEL AGREEMENT

This **SOLAR PANEL AGREEMENT** (the "Agreement") is entered into on this _____ day of _____, 2018 ("Effective Date") by and between the City of Hiawatha, Iowa, an Iowa municipal corporation (hereinafter the "City") and the Hiawatha Kid's League, an Iowa not for profit organization ("HKL"). The City and HKL may hereinafter be referred to collectively as the "Parties".

RECITALS

WHEREAS, the City owns a concession stand located in Guthridge Park, Hiawatha:

WHEREAS, HKL provides youth recreational baseball activities;

WHEREAS, HKL has received a grant from Rockwell Collins Corporation to purchase and install a solar panel;

WHEREAS, HKL desires to locate the solar panel on the concession stand located in Guthridge Park;

WHEREAS, HKL has made a request to the City to allow HKL to install the solar panel on the concession stand located in Guthridge Park; and

WHEREAS, the City agrees to allow HKL to install the solar panel on the concession stand located in Guthridge Park under the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and mutual representations, covenants and agreement as set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, agree as follows:

1. **Solar Panel Installation.** The City grants HKL permission to install a solar panel on the concession stand located in Guthridge Park. HKL shall be solely responsible for all costs associated with the solar panel's installation, including, but not limited to, the cost to install the solar panel, electrical work and other expenses associated with the installation of the solar panel. The City agrees to waive any applicable permit fees.

2. **Solar Panel Maintenance.** HKL shall be solely responsible for the care and all costs associated with any maintenance for the solar panel during the term of this Agreement.

3. **Term.** The term of this Agreement shall be for five (5) years as of the Effective Date of this Agreement. This Agreement shall automatically renew at the end of the five (5) year term for an additional five (5) year term and or useful life of the panels, unless either party gives the other party at least ninety (90) days written notice of its intent to not renew the Agreement. Either party may terminate this Agreement, with ten (10) days written notice to terminate, if the other party is in breach of any term or condition of this Agreement.

If HKL disbands, or no longer uses the concession stand, the City may require HKL to remove the solar panel at no cost to the City, or the City may retain the solar panel at no cost to City.

4. **Solar Panel Installation.** HKL shall have the solar panel installed no later than August 1, 2018.

5. **Removal of Solar Panel**. HKL agrees that if the solar panel is removed from the concession stand located in Guthridge Park at any time, HKL shall be responsible for its removal. Additionally, HKL shall be responsible to indemnify the City for any damages to the concession stand or surrounding area caused by the installation, maintenance or removal of the solar panel. HKL agrees to reimburse the City for such damages within thirty (30) days after receiving written demand from the City.

6. **Utilities.** The Parties anticipate the solar panel will generate electricity throughout the year. The City agrees to give HKL a credit of $150.00 to offset HKL's electrical utilities it pays to the City each year for the electrical use of the concession stand provided the solar panel generates at least 1745 kHw hours annually. The first credit shall be made no later than September 15, 2019. All subsequent credits shall be made on or before September 15th of every year thereafter during the Term of this Agreement so long as the solar panel continues to generate 1745 kWh hour annually.

The Parties further agree that they will review rates every three (3) years to evaluate the KW hours generated from the solar panel in conjunction with the utility costs to HKL. The City may, at its sole discretion and with at least sixty (60) days written notice to HKL, terminate its annual credit as provided in Paragraph 6 of the Agreement.

7. **Indemnification.** HKL shall defend, indemnify and hold harmless, the City, its agents, employees and elected officials, from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including, without limitation, wrongful death), whether brought by an individual or other entity, or imposed by a court of law, administrative action or any federal, state, or local government or agency, arising out of the installation, maintenance or use of the solar panel referenced in this Agreement. This applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs and expenses, incurred by the City.

8. **Insurance.** HKL shall procure and maintain, at its own expense, and furnish to the City, for the duration of this Agreement, **comprehensive liability insurance for bodily injury and property damage**, written on an occurrence basis, including, but not limited to, automobile, commercial general liability, and non-owned auto, with an insurance company satisfactory to the City, in limits not less than **$500,000** combined single limit for each occurrence and **$500,000** in general aggregate. As a condition of this Agreement, HKL shall furnish to the City a certificate, satisfactory to the City, from HKL's insurance company showing

the required insurance to be in force and stating that the insurance will not be canceled or changed except upon at least thirty (30) days prior written notice to the City. HKL shall name the City as an additional insured under HKL's general liability insurance policy.

HKL shall furnish to the City with satisfactory written proof that HKL is in full compliance with the requirements of this section and that the insurance is in force. Failure of the City to demand presentation of the proof of insurance required herein shall not constitute a waiver by the City of the requirements of this section.

9. **Severability.** If any provision of this Agreement, or the application thereof, shall for any reason and to any extent to be held invalid or unenforceable, the remainder of this Agreement and application of such provision to such other persons or circumstance shall be interpreted so as best to reasonably effect the intent of the Parties hereto. The Parties further agree to replace any such invalid or unenforceable provisions of this Agreement with valid and enforceable provisions which will achieve, to the extent possible, the economic, business and other purposes of the invalid or unenforceable provisions.

10. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, written or oral, among the Parties with respect to such subject matter, as set forth in this Agreement.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereof and all of which together shall constitute one and the same instrument.

12. **Amendment.** Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only by a writing signed by the party to be bound thereby.

13. **No Waiver.** The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provision.

14. **Notices.** Whenever any party hereto desires or is required to give any notice demand or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by personal service, sent by express courier service with guaranteed next day delivery, charges prepaid, or mailed by United States certified mail postage prepaid, return receipt requested, addressed as follows: If to the City, to 101 Emmons Street, Hiawatha, Iowa 52233, Attn: City Clerk; and if to Hiawatha Kid's League, P.O. Box 203, Hiawatha, Iowa 52233. Each such communication shall be effective when received by the addressee thereof or, if sent by express courier, within one day after pick-up by such courier or, if sent by registered or certified mail in the manner set forth above, three days after being

deposited in the United States mail. Any party may change its address for such communications by giving notice thereof to the other party in conformity with this section.

15. **Captions and Headings.** The captions and headings used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement.

16. **Submission to Jurisdiction; Choice of Forum.** Each of the parties submits to the exclusive jurisdiction of any state or federal court sitting in Linn County, Iowa, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated herein. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought, and waives any bond, surety, or other security that might be required of any other party with respect thereto.

THE PARTIES AGREE THAT THIS AGREEMENT IS A BINDING CONTRACT AND EACH PARTY HAS HAD A FULL AND AMPLE OPPORTUNITY TO CONSULT WITH AND OBTAIN THE ADVICE OF AN ATTORNEY.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CITY OF HIAWATHA, IOWA, an Iowa Municipal Corporation

_____

HIAWATHA KID'S LEAGUE, an Iowa Not for Profit Corporation

_____

DRAFT

RESOLUTION NO. 18-
City Council

RESOLUTION AUTHORIZING HIAWATHA KIDS LEAGUE INSTALLATION OF SOLAR PANELS ON CONCESSION STAND ROOF AT GUTHRIDGE PARK

WHEREAS, The Hiawatha Kids League requested installation of solar panels on the roof of the concession stand at Guthridge Park as a cost savings to the utility bill and an opportunity to implement green initiatives to their program, and

WHEREAS, on May 8, the Parks and Recreation Commission reviewed and recommended City Council approval of the Hiawatha Kids League request to install solar panels on the roof of the concession stand at Guthridge Park, and

WHEREAS, City Council supports the Hiawatha Kids League initiative to install solar panels on the roof of the concession stand at Guthridge Park with cost and maintenance of the panels being the responsibility of the Hiawatha Kids League, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIAWATHA, IOWA, to authorize the Hiawatha Kids League installation of solar panels on the roof of the concession stand at Guthridge Park with cost and maintenance of the panels being the responsibility of the Hiawatha Kids League.

AYES:
NAYS:
ABSENT:

PASSED AND APPROVED this 16th day of May, 2018.

_____
Bill Bennett, Mayor

ATTEST:

_____
Kelly Kornegor, City Clerk