



## Legislation Text

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**File #:** 20-0579R, **Version:** 1

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### RESOLUTION AUTHORIZING A FIVE-YEAR AGREEMENT WITH THE GND DEVELOPMENT ALLIANCE FOR THE USE AND MAINTENANCE OF THE GARY NEW DULUTH RECREATION CENTER.

#### CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to execute a five-year agreement, substantially the same as the agreement attached as Exhibit 1, with the GND Development Alliance, for the use and maintenance of the Gary New Duluth Recreation Center; utility payments received under this agreement shall be deposited into Fund 110-121-1222-4622 (General, Property, Parks & Libraries, Facilities Management, Rent for Buildings).

STATEMENT OF PURPOSE: This resolution authorizes a five-year agreement with the GND Development Alliance (the "Alliance") for the use and maintenance of the Gary New Duluth Recreation Center ("Recreation Center") for the period August 1, 2020 through December 31, 2025. The Alliance has previously managed this space for the City under a previous, now expired, agreement, as well as completed or contributed to many elements and amenities contained in the mini-master plan for the Recreation Center.

Under the terms of the agreement, the Alliance will have the exclusive right to use the building and storage shed at the Recreation Center and the non-exclusive right to use certain outdoor spaces at the Recreation Center. The Alliance will be responsible to: (a) maintain the Recreation Center in good order and condition, (b) provide janitorial services to the building, (c) pay for all utilities and services to the building, the electronic sign, and storage shed, (d) remove snow and ice on steps, sidewalks, and walkways servicing the building, (e) manage public use of the building, pavilion, and sports court, (f) and perform other duties as more fully described in the agreement. In consideration for the Alliance's services under this agreement, the Alliance has the right to retain all rental fees generated from the public use of the building, pavilion, and sports court. The pavilion and sports court will remain open to the public, free of charge, when not reserved.

Under the terms of this agreement, the City will be responsible for the following: (a) utility costs of the outdoor space (except the electronic sign), (b) mowing and grounds maintenance of the outdoor space in a frequency to be determined at the city's sole discretion, (c) plowing of the parking lot if one is constructed on 101<sup>st</sup> Avenue West, and (d) providing porta-potties within the outdoor space. The utilities servicing the Recreation Center (electric, heating, water and sewer) will remain in the City's name, but the City will bill the Alliance for the utility costs of the building, electrical sign, and storage shed on a quarterly basis.

Either party may terminate the agreement with sixty (90) days' written notice.