

BILL NO. \_\_\_\_\_

ORDINANCE NO. 23-39

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FREDERICKTOWN, MISSOURI, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF FREDERICKTOWN AND MADISON COUNTY SERVICE COORDINATION, INC. RELATIVE TO LEASE OF PROPERTY FOR A PARKING LOT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the residents are in need of additional parking in the downtown area.

WHEREAS, the Mayor and Board of Aldermen of the City of Fredericktown, Missouri, have heretofore reviewed the agreement marked Exhibit "A", attached hereto, and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Fredericktown, Missouri, deem it advisable to enter into said agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF FREDERICKTOWN, MISSOURI, AS FOLLOWS:

Section 1. That the Mayor and Board of Aldermen for the City of Fredericktown, Missouri, approve the agreement marked Exhibit "A", which is attached hereto and incorporated herein as if fully set forth, between the City of Fredericktown and Madison County Service Coordination, Inc. for the purposes set forth hereinabove together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Fredericktown, Missouri, that the City enter into said agreement.

Section 2. That the Mayor, and other appropriate City officials, are hereby authorized to execute the agreement in substantially the form as Exhibit A for and on behalf of the City of Fredericktown, Missouri and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

Section 3. That the City Clerk of the City of Fredericktown is hereby authorized and directed to attest to the signature of the Mayor on the said agreement.

Section 4. If any section, subsection, sentence, clause or phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and approval according to law.

THIS ORDINANCE having been read by title only this 13th day of November, 2023, the Board of Aldermen voted as follows:

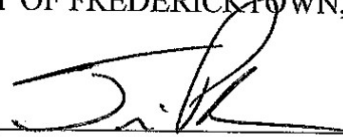
Long	<u>aye</u>	Brown	<u>aye</u>
Polete	<u>aye</u>	Miller	<u>aye</u>
Jones	<u>aye</u>	Shankle	<u>aye</u>

THIS ORDINANCE having been read by title only the second time on this 13th day of November, 2023, the Board of Aldermen voted as follows:

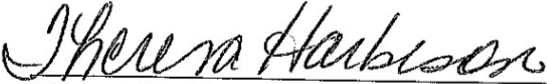
Long	<u>aye</u>	Brown	<u>aye</u>
Polete	<u>aye</u>	Miller	<u>aye</u>
Jones	<u>aye</u>	Shankle	<u>aye</u>

PASSED AND APPROVED this 13th day of November, 2023, by 10 ayes,  
0 nays, 0 abstentions and 0 absentees.

CITY OF FREDERICKTOWN, MISSOURI

By:   
Travis Parker, Mayor

ATTEST:

  
Theresa Harbison, City Clerk

## PARKING LOT LEASE

This lease is made between **Madison County Service Coordination, Inc.**, herein called Landlord, with offices located at 140 S. Main St., Fredericktown, MO 63645, and **City of Fredericktown**, 124 W. Main, Fredericktown, MO 63645, herein called Tenant.

Tenant hereby offers to lease from Landlord the parking lot premises situated north of Landlord's office building and on the west side of S. Main Street in Fredericktown, MO, (approximately 20,000 square feet of space) more particularly described at the following location:

**The South 24 feet, more or less, of Lot 3, the Northerly boundary line of which is defined by a line beginning at the Southeast corner of the two-story brick office building previously owned by Lella L. Thomasson and running along the outside line of said office building parallel with the South line of Lot 3, and all of Lots 4, 20 and 21, and the vacated alley between Lot 4 and Lot 20, all in SOUTHWEST SQUARE of the City of Fredericktown, as shown by the plat of said City on file in the Office of the Recorder of Madison County, Missouri.**

upon the following **TERMS AND CONDITIONS**:

1. **Terms and Rent.** Landlord demises the above premises for a term of one (1) year, commencing December 1, 2023 and terminating November 30, 2024 or sooner as provided herein at the annual rental of One Dollar (\$1.00). The rent is to be paid in advance on the first day of each year for that year's rental during the term of this lease.

2. **Automatic Renew.** Provided that neither party is in default in the performance of this lease, the lease term shall automatically renew for one (1) additional year commencing at the expiration of the previous lease term. All of the terms and conditions of the lease shall apply during the renewal terms. Notice of default must be provided to the other party sixty (60) days prior to the expiration of the current term to prevent automatic renewal.

3. **Use.** Tenant shall use and occupy the premises for provision of public parking and related lawful activities.

4. **Utilities.** Tenant shall pay the cost to furnish lighting to the Leased Premises.

5. **Care and Maintenance.** Landlord represents that the premises are in good order and repair including the parking lot resurfaced during or about September, 2023. Landlord warrants that the leased premises are fit for the purpose intended.

a) Landlord shall maintain and keep in good repair the parking lot pavement. The parties shall split the cost to seal the lot every six years. Tenant shall pay for striping parking spaces and keeping the premises free from trash.

b) Landlord shall be responsible for repairs needed due to damage resulted from the use of the leased premises by the Landlord, its servants, agents, employees,

customers or visitors. Landlord and Tenant shall equally share the cost of repairs needed due to damage resulted from the use of the leased premises by customers or visitors to the downtown area who do not visit Landlord's establishment.

c) Tenant shall install and maintain a dusk to dawn light at the corner of the parking lot near the alley.

d) Tenant shall be responsible for snow removal.

6. **Alterations.** Tenant shall not, without first obtaining the written consent of Landlord, make any alterations, additions or improvements into or about the premises. Said consent shall not be unreasonably withheld.

7. **Reservation for Use by Landlord.** Landlord may reserve all of the parking lot for an event at Landlord's premises no more frequently than two days per month. Landlord shall provide Tenant seven (7) days' written Notice of the day and hours the parking lot will not be available to the general public for downtown parking.

8. **Indemnification of Tenant.** The Landlord agrees to protect, indemnify and defend the Tenant against, and hold it harmless from, any and all suits, demands, loss or liability, costs, expenses (including all reasonable attorney's fees) on account of or in connection with any injury, loss or damage to any person or property resulting or claiming to have resulted from the use of the leased premises by the Landlord, its servants, agents, employees, customers or visitors.

9. **Insurance.**

a) Landlord, at its expense, shall pay for property damage insurance on the premises during the term hereof and any extension thereafter. Further, Landlord at its expense, shall maintain comprehensive public liability insurance, with an insurance company satisfactory to Tenant, including bodily injury and property damage insuring Landlord, and naming the Tenant as an additional insured on said policy, with minimum coverage as follows: \$1,000,000 for injury to or death of any one person, \$2,000,000 for personal injury to or death of two or more persons arising out of any one occurrence and not less than \$50,000 with respect to property damage.

b) Tenant, at its expense, shall maintain comprehensive public liability insurance, with an insurance company satisfactory to Landlord, including bodily injury and property damage insuring Tenant, and naming the Landlord as an additional insured on said policy, with minimum coverage as follows: \$1,000,000 for injury to or death of any one person, \$2,000,000 for personal injury to or death of two or more persons arising out of any one occurrence and not less than \$50,000 with respect to property damage.

10. **Taxes.** Landlord covenants and agrees that Landlord shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, levies or other charges against the leased premises which are in the nature of real estate taxes.

11. **Loss.** In case of partial damage to the premises caused by storm or other casualty, Tenant shall give immediate notice thereof to Landlord, who at Landlord's expense, shall cause the damage to be repaired with reasonable speed. Tenant is responsible for any damage to Tenant's signage. If the premises are so damaged that in normal course they cannot be repaired and made tenantable within sixty (60) days, or so damaged that Landlord shall decide not to repair or rebuild, either Landlord or Tenant may terminate this lease by giving notice to the other, and Tenant shall thereupon vacate the premises and surrender them to Landlord.

12. **Landlord's Remedies on Default.** In the event of any breach of this lease by the Tenant which shall not have been cured within thirty (30) days, then the Landlord, besides other rights or remedies it may have, shall have the immediate right of reentry and may block general public access to the premises.

13. **Tenant's Remedies on Default.** If Landlord defaults in the performance of any of the covenants or conditions hereof, Tenant may give Landlord notice of such default and if Landlord does not cure such default within thirty (30) days after the giving of such notice and thereafter proceed with reasonable diligence and in good faith to cure such default, then Tenant may terminate this lease on not less than thirty (30) days' notice and will quit and surrender the premises to the Landlord without any further liability.

If Landlord should refuse to complete necessary repairs within thirty (30) days of receiving notice from Tenant, Tenant has the option to proceed with repairs at Landlord's expense.

14. **Attorney's Fees.** In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

15. **Notices.** Any notice which either party may or is required to give shall be given by hand delivery or by mailing the same by certified mail, to the addresses shown above, or at such other places as may be designated by the parties from time to time.

16. **Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

17. **Waiver.** Waiver of any breach or default hereof or indulgence as to the payment of any installment of rent at any time, or from time to time, due and payable, is not and shall not be construed to be a waiver of any subsequent breach or default or imply any future indulgence.

18. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

19. **Severability.** The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provisions hereof and this agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted. The

invalidity or unenforceability of any provision of this agreement to any person or circumstance shall not affect the validity or unenforceability of such provision as it may apply to other persons or circumstances.

We, the undersigned, representative(s) of the Landlord/Tenant, have carefully read and understand the terms and conditions of this lease and agree to them.


Madison County Service Coordination, Inc.

Date: 12/6/2023

By:   
Dennis Siders, President

City of Fredericktown, Missouri

Date: 12/6/2023

By:   
Travis Parker, Mayor