

CITY OF GLASGOW, MISSOURI

BILL NO. 20230426-2

ORDINANCE NO. 3500

AN ORDINANCE APPROVING NEW TEN-YEAR LEASE WITH GLASGOW SENIOR CENTER; TERMS OF RENTAL TO OTHERS WHEN NOT USED BY SENIOR CENTER; AUTHORIZATION TO MAYOR AND CLERK TO EXECUTE LEASE; TIME WHEN ORDINANCE SHALL TAKE EFFECT.

BE IT ORDAINED by the Board of Aldermen of the City of Glasgow, Missouri as follows:

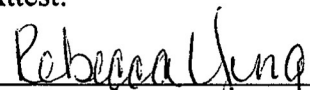
Section 1: That the attached lease between the City of Glasgow and Glasgow Senior Center for lease of Public Works Building at 740 Washington St is hereby approved and the Mayor and Clerk have authority to execute the lease in at least duplicate copies for signature by them and the officers of Glasgow Senior Center.

Section 2: This ordinance shall be in full force and effect from and after the date of its passage and approval.

READ TWO TIMES, PASSED AND APPROVED THIS 26 OF APRIL, 2023.


MAYOR, LARRY NEVILLE

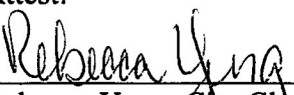
Attest:


Rebecca Yung, City Clerk

THIS ORDINANCE APPROVED BY THE MAYOR ON THE 26 DAY OF APRIL, 2023.


MAYOR, LARRY NEVILLE

Attest:


Rebecca Yung, City Clerk

BUILDING LEASE

This Lease Agreement, made and entered into by the City of Glasgow, Missouri, a Missouri Municipal Corporation, Lessor (hereafter referred to as City), 100 Market Street, Glasgow, MO, and Glasgow Senior Center, a Missouri not-for-profit corporation, Lessee (hereafter referred to as Center), 740 Washington Street, Glasgow, MO 65254, witnesseth:

1. DEMISE WITH LIMITATIONS: City hereby rents to Center the following described premises upon the following limitations:

The south room and kitchen in the Glasgow Public Works building located at 740 Washington Street, Glasgow, MO.

This demise is only for specific hours during the day as follows: Center has exclusive use of the south room and kitchen of the premises from 9 A.M. to 5 P.M. each day Monday through and including Friday of every week during the year. Center is granted the right to store certain essential items on the premises in such quantity and in such locations as City agrees and City's agreement shall not be unreasonably withheld. Center shall be given the right to reasonable access to those areas in which it has its personal property stored.

Notwithstanding Center's exclusive right to use the south room of the Glasgow Public Works Building during certain days and for set times, the City and/or others who have been allowed by City to use other parts of the building and who need access to those parts through the part leased to Center, Center shall allow reasonable access to them to those parts through and across its leased property.

The parties agree that the south room and kitchen of the premises may be let for events in the evening and/or on weekends by Center. The price for each event shall be one hundred dollars (\$150.00) per day, of which fee Center shall pay to City fifty dollars (\$75.00) per day, provided that the premises shall not be let by Center between the hours of 9:00 A.M. through 5:00 P.M. each Monday through Friday. Center shall also collect a fifty-dollar (\$50.00) deposit, which deposit shall be refunded if the premises is returned clean and free of damage not present prior to the event.

2. USE OF PREMISES: The premises shall be used by Center as a senior center for preparation and distribution of food to senior citizens, senior citizen recreation, meeting rooms, and other uses consistent with use as a center for senior citizens.

3. TERM OF LEASE AND RENT: The term of this lease shall be for ten years commencing on December 1, 2021, and ending on November 30, 2031, except in the event that neither Center nor its successor organization, if any, continues to make use of the property and improvements as a senior center. Rental for the entire term of the lease shall be a total monetary sum of Ten Dollars, receipt of which is hereby acknowledged by City, and in further consideration of the covenants and agreements contained in this lease.

So long as the premises is used as a senior center, upon expiration of the current term, Center may automatically renew this lease for successive five year terms, without notice to or by either party. If City chooses not to renew this lease after the expiration of the term or any renewal, City shall first give Center six months written notice of City's intent to not renew the lease.

4. REAL ESTATE TAXES: Because the premises is owned by City, no real estate taxes need to be paid by either party.

5. INSURANCE OBLIGATIONS OF BOTH PARTIES: City shall maintain casualty insurance on the premises and improvements, and general public liability insurance in such amounts as City deems necessary through its carrier. Center may, but is not obligated to carry renter's insurance on the personal property brought onto the premises by it or any other persons or entities permitted by it.

6. UTILITIES: City shall pay all utility bills incurred by Center at the leased site for water, sewer, electricity and local telephone service by land line, so long as Center makes consistent, reasonable efforts to conserve energy and keep utility costs as low as practical in the circumstances.

7. ALTERATIONS AND ADDITIONS: Center shall have the right to make alterations and additions to the leased premises, but must first obtain the consent of City. This consent will not be withheld unreasonably. However, City will want to assure that any alterations or additions do not interfere with the structural integrity of the whole building or create problems allowing City's access to other areas. Any alterations or additions shall be at Center's sole cost and expense, and, if the lease is not later renewed or extended, all improvements or additions to the premises shall become the property of City, including all fixtures placed in the leased premises. City anticipates Center will apply for and make reasonable attempts to obtain grants or other money or donations and will use all grant and/or donated funds for the intended purposes.

8. UNLAWFUL, IMPROPER OR OFFENSIVE USE: Center shall not make nor allow to be made any unlawful, improper or offensive use of the leased premises.

9. NUISANCE: Center shall be responsible for and pay for all damages and charges to the city or state government or any others for any nuisance made or suffered during said term of the leased premises or the area near the entry to the leased premises resulting from activities of Center or others permitted by it to make use of the property. Center agrees to keep the premises in good order and condition and free from any nuisance, filth, or danger of fire.

10. ASSIGNMENT: Center shall not assign this lease nor sublease the whole or any part of the premises without first obtaining the written consent of City. City covenants and agrees that it will not unreasonably withhold such written consent of such assignment or subleasing, provided that the parties agree that any assignment or subletting shall be for some community purpose and not for a private purpose, such as, but not limited to, the operation of a for-profit business. If such assignment or sublet occurs City reserves the right to increase the rental for the

reason that Center has been given a special lower rate as a gesture of goodwill toward Center which has as its principal objective service to the Glasgow community.

11. CENTER'S OBLIGATION TO REPAIR: Center has no obligation to make ordinary repairs to the improvements and facilities that they make use of on the premises including the improvements it makes during the term of this lease, except repairs required because of reasonable wear and tear.

12. CITY'S OBLIGATION TO REPAIR: City shall have the obligation to make, after the necessity thereof arises, such repairs to the roof and structure, sewer, and other plumbing and electrical systems, and to the exterior of the building as may be necessary to keep the building in good repair and condition. However, as is more specifically set out elsewhere in this agreement, City shall not be required to replace the premises in the event of substantial damage to or destruction by fire or other casualty in which case the obligations to repair or replace the premises are expressly waived.

13. SECURITY DEPOSIT: Although City requires no deposit on signing this lease agreement because of the conditions and terms, City reserves the right to request the same upon reasonable notice to an assignee of Center and the amount shall be in the amount set by City but not to exceed two months rental.

14. DAMAGE TO PREMISES BY FIRE, CASUALTY, OR BY TAKING FOR PUBLIC USE: Provided always, that in case the premises or any part thereof shall be taken for any street or other public use or shall be destroyed or damaged by fire or other casualty, or by the action of the City of Glasgow or other public authorities, after the execution hereof and before the expiration of the said term, then a just portion of the rent hereinabove reserved, according to the nature and extent of the taking or injury sustained by the demised premises, or in the case of such taking, what may remain thereof, shall have been put in proper condition for use and occupation with due diligence by City at City's sole cost and expense and in case of taking there shall be a permanent abatement according to the nature and extent to the portion of the premises taken; provided, however, that in case the premises or any substantial part thereof, shall be taken for any street or other public use, or shall be destroyed or substantially damaged by fire or casualty, or condemned by the action of the City of Glasgow or other public authorities after the execution hereof and before the expiration of the term, then this lease and the term shall terminate at the election of City or its representatives or assigns or of Center and such election shall be made in case of any such taking or destruction notwithstanding the entire interest of the City or its representatives or assigns may have been divested by such taking, and if the lease shall not be terminated as aforesaid, City shall proceed with all expedition to restore the premises to the condition that existed before said fire or casualty, or in case of a taking to put what may remain of said premises in proper and fit condition for use of said purposes.

15. CENTER'S OBLIGATION AT THE END OF TERM: Center shall at the expiration of the term peaceably yield up to City all the premises in a condition as it was placed during the term of the lease subsequent to the renovation and alterations and additions, reasonable wear and tear thereof and such other damage, the obligation to repair which was specifically provided for in this lease, only accepted.

16. REMOVABLE FIXTURES AND STOCK IN TRADE END OF LEASE: So far as not inconsistent with the term of the lease, as here above provided, Center shall at the expiration of this lease or within a period of Fifteen (15) days thereafter have the right to remove its personal property from the leased premises, but shall not have the right to remove fixtures or other improvements placed on the premises during the term of the lease.

17. COVENANTS AND AGREEMENTS: All of the covenants, agreements and conditions of this lease shall accrue to the benefit and be binding upon the respective parties hereto and their successors and assigns, if allowed, as if they were in every way named. This agreement and lease shall be deemed a Missouri contract and governed by the laws of the State of Missouri.

18. QUIET ENJOYMENT: City agrees that if Center shall pay the rent as aforesaid and perform the covenants and agreements herein contained on its part to be performed, Center shall peaceably hold and enjoy the rented premises without hindrance or interruption by City or by any other person or persons.

19. NOTICES: All notices, demands, and requests to be given hereunder by either party shall be in writing and shall be hand delivered or shall be sent registered or certified mail to City's clerk or Center's address as shown in this lease or as later changed by written notice to the other party; notices sent will conclusively be deemed delivered on the third business day after mailing.

20. REMEDIES ON DEFAULT: If Center breaches any agreement or covenant in this lease, and remains in default for Thirty (30) days after a notice to remedy the breach is delivered to Center (or if Center fails to take reasonable steps to cure the default, if such takes longer than Thirty (30) days); or if Center shall be declared insolvent according to law, or if any assignment shall be made of any of its property for the benefit of creditors, then City may elect to do any one or more of the following:

(a). Demand that Center vacate the premises, with which demand Center shall promptly comply; and if Center fails to promptly vacate, City may reenter the premises, with or without court order, change the locks and take other steps to exclude Center from the premises;

(b). Terminate the lease by delivering or mailing to Center an express notice of lease termination, it being agreed that nothing less than express notice of termination will terminate this lease.

If City reenters the premises pursuant to this article, or if Center vacates the premises and delivers proper notice of such to City, then City without necessarily terminating this lease, will make reasonable efforts to mitigate Center's damages.

21. ADDITIONAL TERMS:

A. When being used by Center, Center shall keep the entry into the building free of snow and ice and other debris so as to permit those using the leased premises safe access to the leased premises. If City has permitted others to use other parts of the building during times when Center occupies the first floor of the building, those others having access through the main entry to the building shall share in the effort of snow and ice removal.

B. City or its agents or representatives may enter the premises at all reasonable times for the purpose of examining the condition thereof and making necessary repairs.

C. Center shall be responsible for the actions of their guests and members.

IN WITNESS WHEREOF, the parties have signed this lease in duplicate copies on the day and year first above written.

GLASGOW SENIOR CENTER

by *Jimmie Duren*
, PRESIDENT

ATTESTED TO:

Rebecca M. Duren
, SECRETARY

CITY OF GLASGOW

By: *Larry Neville*
LARRY NEVILLE, MAYOR

ATTESTED TO:

By: *Rebecca Yung*
REBECCA YUNG, CLERK