

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH DEPARTMENT OF PUBLIC SAFETY, MISSOURI STATE HIGHWAY PATROL.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS, WIT.

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a lease agreement #01502246 with the Missouri Department of Public Safety substantially under the terms set forth in Exhibit A.

Section 2. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 3. This Ordinance shall be in full force and effect on and after February 1, 2019.

READ FIRST TIME: January 17, 2019 READ SECOND TIME: January 17, 2019

I hereby certify that the above Ordinance No. 19.02 was duly passed on January 17, 2019 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 6 Nays: 0 Abstain: 0 Absent: 0

This Ordinance is hereby transmitted to the Mayor for his signature.

1/17/19
Date

Tara Berreth
Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.02.

1/22/19
Date

John Olivarri
John Olivarri, Mayor

ATTEST:

Tara Berreth
Tara Berreth, City Clerk

LEASE #01502246

between the

City of Osage Beach, LESSOR,

and the

STATE OF MISSOURI,

by the Office of Administration,

Division of Facilities Management, Design and Construction, LESSEE

THERE NOW exists a Lease, No. 01502246, made and entered into the 15th day of December, 2009, by and between the City of Osage Beach (State of Missouri Vendor Number *****751505), 1000 City Parkway, Osage Beach, Missouri, 65065, hereinafter called the Lessor, and the State of Missouri, by the Office of Administration, Division of Facilities Management, Design and Construction, hereinafter called the Lessee, on behalf of the Department of Public Safety, Missouri State Highway Patrol, hereinafter called the Tenant.

WHEREAS, said Lease has been amended on three different instances by Lease Amendments #1 through #3;

NOW THEREFORE, said Lease and Lease Amendments #1 through #3 are deleted in their entirety and replaced with the following:

WITNESSETH: That the Lessor, in consideration of the covenants of said Lease hereinafter set forth, does by these presents lease to said Lessee, under the terms and conditions set forth, the premises described as follows:

1000 City Parkway, Osage Beach (Camden County), Missouri, 65065, hereinafter called "premises" and consisting of 960 net rentable square feet.

Effective April 1, 2019, the net rentable square footage shall increase to 1,103 square feet.

1. **TERM OF LEASE**

- (a) The said Lease shall commence February 1, 2019, and end June 30, 2020.
- (b) The Lessor grants to the Lessee the option to renew said Lease for four successive one-year periods, hereinafter called "renewal periods."
- (c) The expiration of the final "renewal period" shall be June 30, 2024.

2. **RENTS**

The annual rent shall be in the amount of **FIVE THOUSAND EIGHT HUNDRED AND ONE DOLLAR AND SIXTY CENTS (\$5,801.60)**, payable monthly in arrears in the amount of **FOUR HUNDRED EIGHTY-THREE DOLLARS AND FORTY-SEVEN CENTS (\$483.47)**.

Effective April 1, 2019, the annual rent shall increase to **SIX THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS AND EIGHTY CENTS (\$6,665.80)**, payable monthly in arrears in the amount of **FIVE HUNDRED FIFTY-FIVE DOLLARS AND FORTY-EIGHT CENTS (\$555.48)**.

3. **RENEWAL TERMS**

- (a) The Lessee shall be deemed to have exercised its option to renew said Lease for the succeeding one year period unless the Lessee notifies the Lessor, in writing, of its intent to vacate the premises not less than 60 consecutive calendar days prior to the expiration of any period for which the premises are let. The Lessee need not notify the Lessor of its intent to vacate at the end of the final renewal period.

- (b) The Lessor grants to the Lessee the option to extend the Lease for three (3) 2 month periods following the final renewal period at the same rental rate as paid during the final renewal period. Lessee must notify Lessor of its intent to exercise the extension no later than 30 days before the expiration of the final renewal period or 30 days before the expiration of any extension period.
- (c) In the event the Lessee remains in possession of the premises after the expiration date of said Lease without extending the Lease or without executing a new Lease, the Lessee shall be deemed to be occupying the premises as a Lessee from month-to-month, with the parties therefore subject to existing provisions of law and all of the conditions of said Lease insofar as they are applicable to a month-to-month tenancy, except that the Lessor agrees to accept the said rental rate on a monthly basis until the premises are vacated by the Lessee or until the parties enter into a new agreement, whichever is sooner.

4. CONSTRUCTION AND RENOVATION

- (a) The Lessor understands and agrees that all alterations, renovations and improvements made to the premises during the life of the Lease including all extension periods, shall be made in accordance with requirements as set forth in Chapter 290, RSMo.
- (b) The Lessee shall complete the repairs and improvements to the premises as set forth in Exhibit A. Such improvements shall be completed by the Lessee and at the Lessee's sole expense no later than April 1, 2019. All improvements shall be in compliance with applicable building codes, and shall be subject to final approval by the Lessor, or Lessor's representative or designee.

5. SERVICES, FEES AND ASSESSMENTS

- (a) The Lessor agrees to pay for the utilities of heat, air conditioning, water, sewer, light, steam, gas and electricity.
- (b) The Lessor agrees to provide and pay for janitorial services, equipment and supplies, including paper products (restroom tissue, paper towels, etc.).
- (c) The Lessor shall provide parking spaces within a reasonable distance of the premises.
- (d) The Lessor shall furnish all fluorescent, incandescent light bulbs and exterior lighting necessary on the premises. Thereafter, the Lessor shall furnish and the Lessor shall install replacements for all fluorescent, incandescent light bulbs and exterior lighting necessary on the premises.
- (e) The Lessor shall permit the Lessee to install communication systems necessary for the conduct of the Lessee's business and said systems shall remain the property of the Lessee. Upon termination of this Lease, any data/telecommunications wiring enclosed within the walls or ceiling shall become property of Lessor.
- (f) The Lessor will provide and pay for general garbage and trash removal from the premises.
- (g) The Lessor agrees to direct and pay for removal of snow and ice from sidewalks and parking area, and to provide, and pay for, general lawn care.
- (h) The Lessor agrees to provide and pay for effective and safe pest control.
- (i) The Lessor agrees to pay for storm water assessments, ad valorem taxes and any other fees or assessments made in connection with the ownership, possession or use of the premises to include monthly service charges for monitoring of fire alarm systems and phone lines within elevators required for compliance with life safety codes.

- (j) The use, operation and maintenance of any parking areas and/or sidewalks now or hereafter existing to serve the premises shall be under the supervision and control of the Lessor. As part of the operation and maintenance of the parking areas and sidewalks, the Lessor shall be responsible for promptly removing snow and ice from all parking areas and sidewalks that serve the premises, regardless of whether the Lessee and/or Tenant take steps to remove snow or ice.

6. USE OF PREMISES

The Lessee agrees to use the premises for office space, so long as such use shall be deemed feasible by the Lessee, and the Lessee shall have the right to assign its rights under said Lease, in whole or in part, to any other governmental agency, subject to the same conditions of said Lease. Lessee may not assign its rights under said Lease to any non-governmental party without the written consent of the Lessor.

7. ALTERATIONS AND IMPROVEMENTS

With prior approval by the Lessor, the Lessee shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises, which fixtures, additions or structures so placed upon or attached to the premises shall be and remain the property of the Lessee and may be removed and otherwise disposed of by the Lessee. The above changes or alterations shall in no way weaken or cause structural injury to the premises, and the altered part of the premises shall, upon removal by the Lessee, be returned to the condition existing prior to such change, alteration, installation, ordinary wear and tear excepted, if required by the Lessor.

8. PREMISE MAINTENANCE

- (a) The Lessor shall maintain the premises in good repair and tenantable condition, including buildings, equipment, HVAC filters, fixtures and any other property furnished by the Lessor to the Lessee under said Lease. The Lessor will inspect emergency and exit lighting systems, fire extinguishers and heat and smoke detectors annually. Any malfunctioning equipment must be immediately repaired or replaced. Record of inspections shall be maintained and signed by the inspecting agent with a copy given to the Tenant agency. For the purpose of so maintaining the premises and property, the Lessor may, at reasonable time and with the approval of the Lessee's authorized representative, enter and inspect the premises and make any necessary repairs.
- (b) In the event the premises fall into disrepair or untenable condition arising from the Lessor's failure to perform maintenance as required by paragraph (8) (a), such that the Lessee or its employees' ability to safely or comfortably conduct business is substantially impaired, the Lessee shall notify the Lessor in writing of the general nature of the disrepair or untenable condition. Lessor shall have 14 consecutive calendar days from the date of this notice to take whatever measures are necessary to correct the disrepair or untenable condition to the Lessee's reasonable satisfaction. If the Lessor fails or neglects to take measures to correct the disrepair or untenable condition within such 14 day period, then the Lessee may, at its option, (1) take measures to correct the disrepair or untenable condition and abate the cost of such corrective measures from the rent otherwise due without prejudice to other judicial remedies the Lessee may seek; (2) exercise its option to terminate said Lease without additional notice, vacate the premises, and recover any rent paid in advance for the period subsequent to the date that Lessee vacates the premises as well as the costs incurred by the Lessee in vacating the premises and in finding a new location; or (3) withhold all rental payments pending correction of the disrepair or untenable condition.

9. DAMAGE OR LOSS OF PREMISES

- (a) The Lessee agrees to pay for any damage to the premises caused by the acts of Lessee or its employees, ordinary wear and tear excepted.
- (b) If the premises are damaged or destroyed by fire or other casualty so as to render the premises untenable, the rent shall be abated or reduced proportionately according to the usable square feet

remaining on the premises as determined by the Lessor and Lessee until the premises are restored by the Lessor. The Lessor shall not be obligated to repair or restore the premises in the event of such damage. However, the Lessor shall notify the Facility Operations Manager, Real Estate Services, Division of Facilities Management, Design and Construction, in writing of its intent concerning repair and restoration of the premises within 15 consecutive calendar days after the date of such damage. In the event the Lessor elects not to repair or restore the premises, or in the event the Lessor elects to repair or restore the premises and they are not restored to a condition substantially as good as prior to such damage within 60 consecutive days from the date of such damage, the Lessee may, at its option, terminate the Lease by giving the Lessor **ten** consecutive calendar days written notice of its intent to do so, and the Lessor shall return to the Lessee any rent paid in advance for the period subsequent to the effective date of said notice.

10. **DISREPAIR**

If, at any time, during the period of said Lease a public official, agency, architect or professional engineer registered in the State of Missouri determines that the premises do not comply with building codes, ordinances and requirements or that the premises are not in an adequate state of repair, are disruptive to the Tenant services and program delivery, or are not safe for occupancy, Lessee shall notify Lessor of such fact and the Lessor shall respond within 24 hours with a proposed solution for correction of deficiencies. Lessor shall have any such deficiencies corrected within **five** consecutive calendar days of the date of such notice, or within an extension period granted at the option of Lessee. If the Lessor fails or neglects to correct such deficiencies within said time period, Lessee may, at its option, terminate said Lease without additional notice, vacate the premises and recover any rent paid in advance for the period subsequent to the date that Lessee vacates the premises as well as the costs incurred by Lessee in vacating the premises and in finding a new location.

11. **INDEMNIFICATION**

To the extent allowable by law, the Lessor shall indemnify and hold the Lessee harmless from all liabilities, charges, expenses (including counsel fees) and costs arising on account of or by reason of any injuries, liabilities, claims, suits or losses directly resulting from a dangerous condition existing on the premises at the time of the injury, unless the said dangerous condition shall have been caused or created by or have resulted from the wrongful act or omission of an employee of the Lessee within the course of said employee's employment.

12. **NOTICES**

Any notice by Lessor concerning said Lease shall be deemed sufficient if sent by overnight mail or certified mail, recipient signature or return receipt requested, to:

Office of Administration
Division of Facilities Management, Design and Construction
Real Estate Services
P. O. Box 809
301 West High Street, Room 730
Jefferson City, Missouri 65102

Any notice by Lessee concerning said Lease shall be deemed sufficient if sent by the Deputy Director, Real Estate Services, Division of Facilities Management, Design and Construction, by overnight mail or certified mail, recipient signature or return receipt requested, to the mailing address provided and updated by Lessor.

13. **APPROPRIATIONS**

It is understood and agreed between the parties that the Lease is contingent upon the Lessee receiving monies to fund rental and all other payments due under said Lease which are annually appropriated by the Missouri General Assembly for one fiscal year which begins on July 1 and ends June 30. Said Lease shall not be

binding upon the Lessee unless and until general appropriations have been made by the Missouri General Assembly and, if applicable, funds have been received from the United States Government for a payment of rental or for any other payment under said Lease on behalf of the Lessee for any fiscal year during the initial period or any renewal or extension period of said Lease. In the event that sufficient funds are not appropriated, the lease shall be deemed to have expired of its own terms, and Lessee shall have no further obligation hereunder.

14. **BINDING AND ENTIRE AGREEMENT**

The covenants and agreements contained in said Lease shall be binding upon and shall inure to the benefit of the parties of said Lease, their respective successors, administrators, executors and assigns.

IN WITNESS WHEREOF, we have hereunto affixed our signatures.

LESSEE:

Office of Administration

By: _____
Lisa A. Cavender, Deputy Director
Real Estate Services


Date: _____

mm:ss

Rev 03/02/2018

LESSOR:

City of Osage Beach

By:  _____
John Olivari, Mayor

Date: January 17, 2019