

BILL NO. 2024-012

ORDINANCE NO. 8636

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CARE CONNECTION FOR AGING SERVICES, WARRENSBURG, MISSOURI, FOR A FIVE-YEAR LEASE OF THE NEAL SENIOR CENTER AT 301 NORTH MAIN

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, THAT:

SECTION 1. The agreement attached hereto as "Exhibit A" and incorporated herein by reference is approved.

SECTION 2. The Mayor and the City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Nevada, Missouri, and to affix the municipal seal thereto and attest the same.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri, on this 19th day of March 2024.

(seal)




KENDALL VICKERS, MAYOR

ATTEST:


CYNTHIA DYE, CITY CLERK

**AGENDA ITEM
MARCH 5, 2024**

SUBJECT: Neal Center Lease Agreement

DEPARTMENT: Administration

This is a lease agreement with Care Connections which runs senior programming at the Neal Senior Center.

Managers notes:

- This new lease will include a monthly payment and all utilities. The City has received no rent payments and has covered the utilities cost of electric, gas and water since the construction of the Neal Senior Center in the early 2000's.

NEAL SENIOR CENTER LEASE AGREEMENT

This lease agreement is made and entered into this 19th day of March, 2024, by and between the City of Nevada, Missouri [hereinafter called Owner] and Care Connection for Aging Services [hereinafter called Lessee].

1. **Property to be Leased.** Owner shall lease to the Lessee the "Neal Senior Center" located at 301 North Main Street in Nevada, Vernon County, Missouri.

During the term of this lease the Owner shall retain possession of these specific public items:

- a. The parking lot located north of the Neal Senior Center building, and
- b. The main sidewalks along Main Street and Hunter Street and the land [including landscaping] surrounding the Neal Senior Center, excluding the flower bed located north of the building.

Owner agrees that any outside individual or organization utilizing the kitchen premises for any type of event must employ at least one member of the Lessee's staff to oversee the kitchen and ensure safe operation of all equipment.

This facility has been designated as a crucial emergency shelter, ready to provide swift assistance in times of need. Designed to accommodate individuals facing unforeseen crises or emergencies, whether it be natural disasters, extreme weather events, or other unforeseen circumstances, this dedicated space is committed to serving as a temporary haven for those requiring immediate shelter and support. The Owner shall staff the facility if the need arises.

2. **Term.** The term of this lease shall begin on April 1, 2024, and unless terminated or extended, shall end sixty months later on March 31, 2029. The lease term may only be extended by mutual written agreement of both parties. The Lessee accepts the premises in its present condition. Possession shall pass to the Lessee upon execution of this lease.

3. **Option to Renew.** The lease for the facilities outlined in Paragraph 1 above is renewable for a three-year period beginning on the date of the expiration of the initial lease term. The Owner and Lessee must agree in writing to renew this lease by contacting the representative of the other party as specified in Paragraph 19 herein at least 90 days prior to the expiration of the initial lease term. Should either party wish to not renew the lease upon expiration of the initial lease term, the party wishing to terminate the lease shall notify in writing the representative of the other party of its decision to terminate the lease upon expiration of the initial term as outlined in this paragraph for renewal of the lease. The provisions of the original lease shall fully apply to the option unless modified in writing, bearing both party signatures, through an addendum to this lease.

4. **Rent.** Lessee covenants and agrees to pay Owner as rent for the property during the lease term the sum of \$700.00 monthly, due on the first day of each month.

5. **Utilities and solid waste removal services.** Lessee shall pay and be responsible for all charges for utility services rendered or used on or about the Property during the lease term including any interest or penalty added to the basic utility charges. Lessee will also be responsible for contracting and financing for all Neal Senior Center solid waste disposal.

6. **Use of leased property.** The Neal Senior Center was partially constructed with Community Development Block Grant funds under the "limited clientele" national objective. The use of the property shall be for a senior citizens center in accordance with limited clientele requirements as stipulated in 24 CFR 570.483 in the Code of Federal Regulations. All uses of this facility shall conform with 24 CFR 570.483 and all other laws, restrictions, regulations, and ordinances governing the use of city property and the use of federal funding to assist in the construction of public facilities. Lessee covenants and agrees to not permit or allow a public or private nuisance to occur or remain on the premises. The Lessee shall not commit or permit the commission by others of any waste on the premises, nor shall the Lessee use or permit the use of the premises for any unlawful purpose. The Lessee shall not commit or permit the commission of any hazardous acts on the premises, nor use or permit the use of the premises in any manner which would increase the existing rates or cause a cancellation of any fire, liability or extended coverage insurance policy insuring the demised premises.

7. **Liens against the property.** The Lessee shall keep the premises free and clear from any and all liens, claims or demands for materials furnished for use in the operation of the center, and from operations conducted thereon at the request of the Lessee.

8. **Alterations and additions.** The Lessee shall not make, or allow any other person to make, any alterations, improvements, repairs or additions to the Property without first obtaining the written consent of the Owner, which consent shall not be unreasonably withheld. The Owner shall procure for and authorize all such activities in accordance with their procurement ordinances, policies and procedures. Costs for repairs to the Property shall be at the expense of the lessee.

9. **Fixtures and equipment.** Owner agrees that all fixtures and equipment purchased and installed by the Lessee, at the Lessee's expense, shall not become a part of the property regardless how affixed to the property and may be removed in a good and workman-like manner by the Lessee at any time during the lease term. All equipment brought in by Lessee is the sole responsibility of Lessee for the upkeep and

maintenance of said equipment. It is agreed that Lessee shall be responsible for any and all damages to the Property caused by the installation or removal of said equipment, and that Owner shall procure and authorize repairs at the Lessee's expense.

10. Maintenance. Notwithstanding any other provisions of this lease, it is agreed by the Owner and the Lessee that the Lessee shall be responsible at its own cost for:

- a. Cleaning and maintaining all walks, steps and staircases from the building, and from the building to the sidewalks along Main Street on the east and from the building to the sidewalks along Hunter Street on the south;
- b. Having the grease trap for the Neal Senior Center emptied and serviced by a professional licensed plumber no less than once every 120 days throughout the term of this lease;

During the term of this lease the Owner shall be responsible for maintenance and repair of public facilities, including, but not limited to, mowing and general maintenance of the main sidewalks along Main Street and Hunter Street and the land surrounding the Neal Senior Center, excluding the flower bed located north of the building, clearing snow from the main sidewalks along Main Street and Hunter Street adjacent to the Neal Senior Center and the parking lot located north of the Neal Senior Center.

Owner shall be financially responsible for all other maintenance, repairs and services within the Neal Senior Center building.

11. Casualty loss. In the event the leased premises should be damaged by fire or other insured casualty during the lease term to the extent of 25% or more of the cost of replacement of the entire structure, or damaged by any insured casualty, both the Owner and Lessee shall have the option of terminating this lease. If the lease is not terminated and the owner rebuilds, Owner shall repair and/or restore the premises to substantially its condition immediately prior to such damage or destruction. Owner's obligation shall, in no event, exceed the scope of the work in the original construction, and shall not include the replacement or repair of any of the fixtures installed by the Lessee. Proportionate abatement of the rent payable under this lease shall occur according to the amount of floor area of the premises usable by the Lessee, but if such damage was caused by the fault of the Lessee or its employees, agents or clients, there shall be no abatement of any rent. Any abatement afforded shall continue for the time period of the restoration and repair.

12. Insurance. The Lessee hereby agrees and promises to maintain in effect at all times during the term of this lease, comprehensive general public liability insurance against claims for bodily injury and property damage arising out of the use, occupancy and/or maintenance of the leased premises by Lessee or Owner, in a combined single limit the amount not less than \$2 million, and to cause the City of Nevada, Missouri to be named as an additional insured under said policy of insurance. Not less than once

every 180 days, the Lessee shall provide the Owner with written verification of the existence of such insurance coverage. Owner shall insure the Leased Premises against casualty loss for the replacement value of the Leased Premises. Should the property be damaged during the term of the Lease so as to make it uninhabitable, Owner shall cause the Leased Premises to be rebuilt or restored. If not so rebuilt or restored within 180 days, Lessee shall have the right to terminate this Lease. Rent payments shall abate for any period the Leased Premises are not habitable for their intended use.

13. **Waiver.** It is understood and agreed that the waiver of any breach of any of the provisions of this lease by the Owner shall not constitute a continuing waiver of any subsequent breach by the Lessee, either of the same provision or any other provision of this lease.

14. **Lessee's default.** This lease may be terminable at the option of the Owner upon the occurrence of any of the following events:

- a. Filing of a voluntary or involuntary petition by or against Lessee, seeking bankruptcy adjudication or reorganization or similar acts; or,
- b. Appointment of a trustee or receiver for Lessee; or
- c. Lessee's making of an assignment for the benefit of creditors; or
- d. Failure to use the leased property in accordance with its intended purpose as described in Paragraph 7 of this lease agreement; or
- e. Abandonment of the property for more than 30 days; or
- f. Default by Lessee in any of the terms of this agreement.

Upon default occurring by the Lessee with respect to the provision of subparagraph (f) above, the Owner shall send to the Lessee at the post office box address set forth with Paragraph 18 herein written notice of the specific nature of the impending default to the Lessee, and the Lessee shall then have 30 calendar days in which to cure the situation. Failure to cure any such problem[s] within such time immediately places the Lessee into default. Should the Lessee default in the performance of any covenant, condition or agreement contained in this lease, the Owner may terminate this lease and reenter and retain possession of the premises in the manner provided by the laws of the State of Missouri then in effect. This election to terminate and reenter the premises shall in no way affect the rights of the Owner to recover any damages incurred arising from the Lessee's breach, abandonment or default.

15. **Owner's default.** This lease may be terminable at the option of the Lessee upon default by the Owner in any of the terms of this agreement. Upon a default occurring by the Owner, the Lessee shall send written notice to the Nevada City Manager as set forth in Paragraph 18 herein, written notice of the specific nature of the impending default to the Owner, and the Owner shall then have 30 calendar days in which to cure the situation. Failure to cure the problem within such time, places the Owner into default and Lessee may lawfully terminate the lease upon 30 days written notice to the Owner.

This election to terminate the lease shall in no way affect the rights of the Lessee to recover any damages incurred arising from the Owner's breach or default.

16. Assignment. The Lessee shall not have any right to encumber, assign, sublet or otherwise transfer this lease or any rights contained herein without first obtaining the express written consent of the Owner. All sublet contracts shall provide the same rights and protection for the Owner's interests as outlined in this lease agreement.

17. Subordination. This lease and all rights of the Lessee hereunder are subject to and subordinate to the lien of any and all deeds of trust which may not affect the leased premises, however, the leasehold interests shall be superior to all renewals, modifications, replacements or extensions thereof, or to the lien of any and all new deeds of trust.

18. Notices. All notices, requests, demands or other communications shall be in writing and shall be deemed to have been given when sent by certified mail, return receipt requested, addressed as the case may be, as follows:

Owner: City Manager
 City of Nevada
 110 South Ash
 Nevada, MO 64772

Lessee: Care Connection for Aging Services
 10 West Young Avenue
 P.O. Box 1078
 Warrensburg, MO 64093

19. Surrender of premises. Upon the expiration or earlier termination of the lease, Lessee shall surrender the Property to Owner in good order and condition, except for ordinary wear and tear, and except for the results of any damage or destruction within the provisions of the paragraph of this agreement dealing with casualty loss. Lessee shall remove from the property on or prior to such expiration or earlier termination all of its property. Any property not so removed shall become the property of the Owner.

20. Litigation. Should any litigation be commenced between the parties to this lease concerning the Property, this lease, or the rights and duties in relation thereto, the Party, Owner or Lessee, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, a reasonable sum for its attorney fees in such litigation, which shall be determined by the court presiding over said litigation. All litigation concerning this written lease shall be conducted in the Circuit Court of Vernon County, Missouri, and Owner and Lessee hereby expressly waive any potential right to a change of venue pursuant to Missouri Supreme Court Rule 51.03.

21. **Entire agreement.** This lease contains the entire agreement between the parties. None of the terms of this lease shall be waived or modified to any extent, except by a written instrument signed and delivered by both parties.

22. **Severability.** If any provision of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.

23. **Captions.** The section headings within this lease are for convenience of reference only and shall not limit or otherwise affect the meaning of the section.

24. **Counterparts.** This lease agreement will be simultaneously executed in two counterparts, each of which, when so executed and delivered, shall constitute an original lease.

25. **Governing law.** This law shall be governed by and construed in accordance with the laws of the State of Missouri.

26. **Non-Appropriation.** Owner acknowledges that payments made by Lessee under terms of this lease are contingent upon funds being appropriated to, and received by, Lessee from the U.S. Department of Health and Human Services and the General Assembly of the State of Missouri for each fiscal year included within the lease period. Therefore, the Lessee's obligations hereunder may be suspended or terminated without penalty or termination costs if such funds are not received by Lessee. And Lessee agrees to vacate the premises and immediately surrender possession to Owner in as good of condition as when received, normal wear and tear are excepted, should Lessee lose funding to pay its obligations hereunder.

27. **Reversionary Interest.** The federal government maintains certain reversionary interests as set forth in Section 312 of the Older Americans Act of 1965, as amended, 42 U.S.C. 3030B, which have arisen as a result of Owners receipt and use of Department of Health and Human Services grant funds in connection with the purchase of, or construction of, the leased property. This interest applies to all potential sellers, purchasers, transferors, and recipients of a transfer of the property.

Care Connection for Aging Services Lessee

Allen Martin EXEC DIR
Signature Position

City of Nevada, Missouri, Owner

Kendall Vickers
KENDALL VICKERS, MAYOR

(seal)



ATTEST:

Cynthia Dye
CYNTHIA DYE, CITY CLERK