

AN ORDINANCE APPROVING THE LEASE AGREEMENT BY AND BETWEEN ROGER L. AND SHERYL L. FENDER AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE USE OF THE PROPERTY AT 216-218 DOUGLAS STREET FOR ADDITIONAL DOWNTOWN PUBLIC PARKING.

WHEREAS, the City of Lees Summit, Missouri (the "City") and Roger L. and Sheryl L. Fender (the "Lessor") previously entered into a Lease Agreement ("Lease Agreement"), for lease of the real property located at 216-218 Douglas Street in Lee's Summit, Jackson County, Missouri, to be used as additional public parking in downtown Lee's Summit; and,

WHEREAS, the parties have been negotiating a new Agreement, as the current lease will expire on December 31, 2013; and,

WHEREAS, the attached Lease Agreement constitutes the agreement between the parties for the lease of said property to the City for a one-year period, with two additional one year renewals; and,

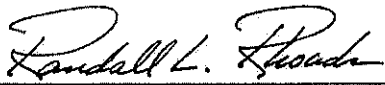
WHEREAS, the City Council hereby determines that it is in the best interests of the City to enter into said Lease Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, AS FOLLOWS:

SECTION 1. That the Lease Agreement, attached hereto and incorporated by reference as if fully set forth herein, between Roger L. and Sheryl L. Fender and the City of Lee's Summit, Missouri for the lease of the real property located at 216-218 Douglas Street in Lee's Summit to be used as additional public parking for the downtown area is hereby approved and the Mayor is authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this 9th day of January, 2014.

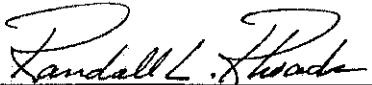


Mayor Randall L. Rhoads

ATTEST:


City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this 10th day of January, 2014.



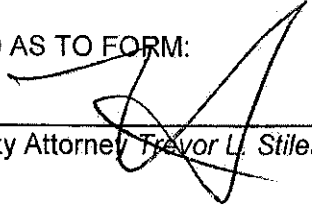
Mayor Randall L. Rhoads

ATTEST:



City Clerk Denise R. Chisum

APPROVED AS TO FORM:



Assistant City Attorney Trevor L. Stiles

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 16th day of January, 2014 between Roger L. and Sheryl L. Fender, hereinafter collectively called "Lessor" and the City of Lee's Summit, Missouri, hereinafter called "City".

WITNESSETH:

WHEREAS, the City desires to lease certain property upon the terms and conditions hereinafter stated, and the Lessor has full power and authority, upon the terms and conditions stated herein, to lease said property to the City.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. LEASED PREMISES

Subsection 1.01. Description of Leased Premises. The term "Leased Premises" as used in this Agreement, shall include real estate located at 216 – 218 Douglas Street, in Lee's Summit, Jackson County, Missouri, as detailed in Exhibit A, and any improvements thereon, together with the easements and rights appurtenant thereto or as may be hereafter separately granted to effectuate the purposes of this Agreement, including the right of ingress thereto and egress therefrom. The Lessor hereby lets and demises to City the Leased Premises, and all described rights incident thereto, subject to the provisions contained in this Agreement.

Subsection 1.02. No Representations or Warranties. The City shall perform, at its own expense, all inspections, surveys and necessary tests, and the Lessor shall make the Leased Premises reasonably available to the City for the conducting of all such activities.

SECTION 2. OBJECTIVES AND PURPOSE OF LEASE

Subsection 2.01. Use of Leased Premises. Unless otherwise specified in this Agreement, the City shall make all the necessary improvements, if any, to the Leased Premises to additional public parking in downtown Lee's Summit.

The Leased Premises shall only be used as a Public Parking Lot. In the event City proposes a use of the Leased Premises which conflicts with the above-stated use, the Lessor and the City shall mutually agree upon the proposed use, and the proposed use shall be approved by a written amendment to this Agreement. If Lessor fails to agree to the proposed new use, the City may continue to lease the premises as a parking lot or this Agreement shall automatically terminate.

Subsection 2.02. Vesting of Improvements. The City shall bear all costs of any necessary improvements to the Leased Premises. Pursuant to Subsection 4.01 below, upon the expiration of the term or terms of this Agreement, all necessary improvements made to the Leased Premises shall vest in the Lessor.

SECTION 3. PARKING LOT CONSTRUCTION REQUIREMENTS

Subsection 3.01. General. City has constructed a parking lot on the Leased Premises consisting of approximately 16-18 parking spaces.

Subsection 3.02. Exclusive Control of Parking Lot. During the term of this Agreement, exclusive control of the Parking Lot shall reside in the City for use by the general public as additional parking in downtown Lee's Summit.

SECTION 4. TERM

Subsection 4.01. Term. The term of this Agreement is effective from January 1, 2014 to December 31, 2016. At the end of said term, this lease shall renew automatically for two (2) additional one-year terms pursuant to the same terms and conditions as provided in this Agreement, unless the City notifies Lessor in writing at least 60 days prior to either such renewal date of its decision not to renew.

SECTION 5. RENTAL PAYMENTS

Subsection 5.01. Rental for Leased Premises. The City agrees to pay to the Lessor an annual rental fee of Five Thousand and No/100 Dollars (\$5,000.00) for the initial term of this Lease Agreement. Any renewal exercised pursuant to this Lease Agreement for the 2015 calendar year shall be at the annual rental fee of Five Thousand and No/100 Dollars (\$5,000.00). Any renewal exercised pursuant to this Lease Agreement for the 2016 calendar year shall be at the annual rental fee of Five Thousand One Hundred Twenty Five, and No/100 Dollars (\$5,125.00).

Subsection 5.02. Time of Payments. The foregoing fixed rental payments shall be payable to the Lessor no later than thirty (30) days prior to the beginning of each term of the Agreement.

SECTION 6. OBLIGATIONS OF CITY

Subsection 6.01. Maintenance and Operation. City shall maintain the Leased Premises at all times in a safe, neat and attractive condition. City shall repair all damages to the Leased Premises caused by it, its employees, invitees, or patrons, or its operations thereon and shall maintain and repair all improvements thereon at City's sole cost.

SECTION 7. INDEMNITY AND INSURANCE

Subsection 7.01. Indemnification. To the extent permitted by law, and in no event in excess of limitations of liability established by Section 537.610, RSMo, the City shall indemnify, release, become responsible for and forever hold harmless the Lessor from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorneys' fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or

damage received or sustained, by any person or property arising out of or results from any act, error, omission, or intentional act of the City or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein. By so agreeing, the City is not waiving its sovereign immunity as provided by Section 537.600, RSMo., et seq., nor is it waiving any of the protection afforded the parties as political subdivisions of the State of Missouri under the sovereign immunity statutes as are currently in force or as may from time to time be modified by the General Assembly of the State of Missouri. Rather, the City agrees to be responsible hereunder only to the extent that they would otherwise be liable under the provisions of Section 537.600, RSMo, et seq.

Subsection 7.02. General Liability Insurance. City shall, at its expense, procure and keep in force at all times during the term of this Agreement, public liability insurance insuring the City for personal injury and property damage, and such other insurance necessary to protect the City from all such claims and actions described in the preceding Subsection 7.01. City shall name the Lessor as an additional insured on its policy and furnish the Lessor with a certificate of insurance as evidence of coverage.

SECTION 8. ASSIGNMENT AND SUBLEASE

Subsection 8.01. No Right to Assign. City has no right to assign or otherwise affect this Agreement or any interest therein, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

Subsection 8.02. No Right to Sublease and Encumber. City has no right to sublease, mortgage, encumber or otherwise affect this Agreement or interest therein, without the prior written consent of Lessor, which such consent will not be unreasonably withheld.

SECTION 9. GENERAL PROVISIONS

Subsection 9.01. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the Agreement.

Subsection 9.02. Applicable Law; Venue. This Agreement shall be interpreted in accordance with the laws of the State of Missouri. Should any part of this Agreement be adjudicated, jurisdiction and venue shall be proper only in the Circuit Court of Jackson County, Missouri.

Subsection 9.03. Non-Waiver. No waiver of any condition or covenant contained in this Agreement or of any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

Subsection 9.04. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Subsection 9.05. Binding Effect. This Agreement, including all of its covenants, terms, provisions, and conditions, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

Subsection 9.06. Duty to be Reasonable. Wherever in this Agreement the City or Lessor is to give its consent, approval or otherwise exercise discretion in judgment, such consent, approval or judgment shall not be unreasonably exercised or unreasonably withheld.

Subsection 9.07. Notices. Whenever any notice or payment is required by this Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, addressed to:

Notices to City:

City Manager		City Attorney
City of Lee's Summit, Missouri	&	City of Lee's Summit, Missouri
220 SE Green Street		220 SE Green Street
Lee's Summit, Missouri 64063		Lee's Summit, Missouri 64063

Notices to Lessor:

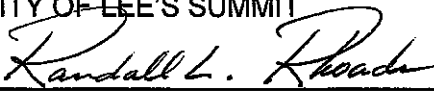
Roger L. and Sheryl L. Fender
519 SW 3rd Street
Lee's Summit, Missouri 64063

or such place as either party, by written notice to the other, may designate. Said notices may also be personally hand-delivered by each party to the other, at the respective addresses listed above. If hand-delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the item shall be considered received on the third day after the date of posting.

Subsection 9.08. Waiver. No acceptance by the Lessor of the rent and charges or other payments specified herein, in whole or in part, and for any period or periods, after a default of any of the terms, covenants and conditions to be performed, kept or observed by Lessor or the City, other than the default in the payment thereof, shall be deemed a waiver of any right on the part of City or the Lessor to cancel or terminate this Agreement on account of such default.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above mentioned at Lee's Summit, Missouri.

CITY OF LEE'S SUMMIT



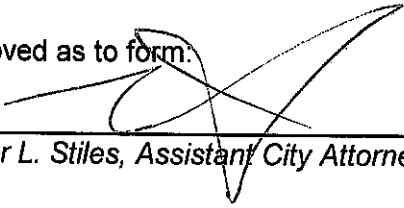
Mayor Randall L. Rhoads

ATTEST:



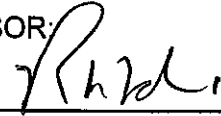
City Clerk Denise R. Chisum

Approved as to form:

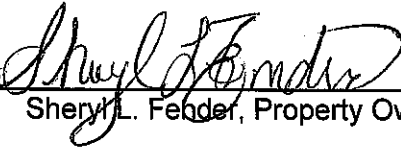


Trevor L. Stiles, Assistant City Attorney II

LESSOR:

By: 

Roger L. Fender, Property Owner

By: 

Sheryl L. Fender, Property Owner

Exhibit A

Lease Premises

Legal Description: Original Town of Strother, Lot 6, Block 3

Address: 216-218 Douglas Street, Lee's Summit, Missouri 64063