

**BILL NO. 85-2023**

**ORDINANCE NO. 85-2023**

**AN ORDINANCE TO ENTER INTO A LEASE AGREEMENT WITH HEARTLAND REGIONAL LIBRARY SYSTEM FOR THE USE OF PROPERTY AT 308 EAST FIRST STREET, ELDON, MISSOURI.**

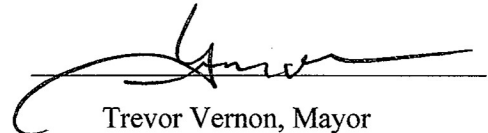
NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMAEN OF THE CITY OF ELDON, MISSOURI AS FOLLOWS:

Section 1. The Mayor and City Clerk of the City of Eldon, Missouri, are hereby authorized and directed to enter into a lease agreement with Heartland Regional Library System on behalf of the City of Eldon for the use of property at 308 East 1<sup>st</sup> Street.

Section 2. The agreement shall be substantially the same in form and content as the agreement attached hereto as Exhibit A and shall be effective January 1, 2024.

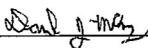
Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

**READ TWO TIMES, PASSED** by the Board of Aldermen and **APPROVED** by the Mayor this 12 day of December 2023.



Trevor Vernon, Mayor

ATTEST:

  
\_\_\_\_\_  
~~Leslie Wilson, City Clerk~~  
David McInerney, Deputy City Clerk

**CITY OF ELDON**  
**LEASE AGREEMENT**

**THIS LEASE**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023 by and between the City of Eldon, PO Box 355, 101 S Oak Street, Eldon, Missouri, 65026 hereinafter named the Lessor and Heartland Regional Library System, PO Box 231, 315 Third Street, Vienna, Missouri 65582 hereinafter named Lessee.

**1. Premises.**

That the Lessor does hereby lease to the Lessee the north portion of the building commonly known as the Eldon Community Center located on Mill Street between First and Second Streets in Eldon with the Lessee's portion of the building addressed at 308 East First Street. Such Lease is made so that lessee may provide Library Services and related uses subject to the rules and regulations of the Lessor, ordinances of the City of Eldon which may apply, the laws of the State of Missouri, and the terms of this lease. The Lessor agrees to allow the Lessee the non-exclusive public use of the parking lots and roadways around the facility. The Lessee shall maintain the facility's interior in a clean, orderly and safe condition and shall attempt to maintain the area around the facility's entrance in an attractive and safe condition.

**2. Terms.**

This agreement shall be in full force and effect from its signing through December 31, 2024. Lessee, by observing and performing the agreements and conditions herein contained shall peaceably hold and enjoy the premises during the term hereof, without interruption by Lessor or anyone claiming under Lessor.

Lessee may agree to make the facility available to Lessor for use in programs or events which may be of mutual benefit to the Lessor and Lessee. Such occurrences must be approved by Lessee in advance of the events. Lessor shall be responsible for providing adequate supervision for such approved usage and will be responsible for the replacement of any fixtures, supplies, materials or equipment which may be lost and/ or damaged during such periods of use by the Lessor.

**3. Utilities.**

Lessee shall be responsible for all electric current, water, telephone, gas and/or other utilities used in connection with use of the facility. Any controls for equipment or

systems owned, leased or administered by Lessor for the benefit of the entire building, (alarm control system for example), shall be inspected, maintained and repaired by the Lessor even though such controls may be located in space occupied by the Lessee.

**4. Insurance.**

Lessee shall at its own expense obtain and maintain public liability insurance and premises liability insurance insuring both the lessor and Lessee against the claims of third persons for bodily injury or property damage, with a single limit of liability of two million dollars (\$2,000,000.00) for all claims arising out of a single accident or occurrence and three hundred thousand dollars (\$300,000.00) for any one person in a single accident or occurrence. Lessee shall provide adequate fire, windstorm, owned property and other hazards, perils, and contingencies insurance coverage on said premises. The City of Eldon shall be listed as an additional insured with the same coverage. The policy shall contain a provision whereby the policy may not be canceled without providing to the City Clerk ten (10) days advance written notice. On or about December 21 of each year this agreement is in effect. Lessee shall furnish to the City certificates of insurance certifying that the required insurance is in effect. Lessor reserves the right to alter insurance coverage limits as may be required by state or local law. The Lessor shall provide sufficient insurance coverage for said building under the City's blanket insurance program. Lessor shall not be responsible for any insurance for the protection and replacement of the contents of said facility.

**5. Maintenance of Premises.**

Lessee shall be responsible for routine maintenance and repair of the facility interior, keeping it neat, clean and orderly condition and shall surrender the premises at the termination of this contract in as good condition as it was at the signing of this contract, ordinary wear-and-tear alone excepted. The facility shall be open to inspection by the Lessor at any time. Lessor and Lessee agree to allow the other party to make desired improvements to the premises. Any plans by Lessor or Lessee for changes shall be submitted to the other in advance of their undertaking. Lessor reserves the right to approve in its sole discretion any improvements or changes to the premises by Lessee. Lessor shall plow snow in the facility parking lot as Lessor deems necessary. Lessee shall be responsible for any other snow or ice removal necessary.

Any Item of personal property placed in the leased premises by Lessee shall not become a fixture of the real estate even if installed in a manner which would ordinarily, in the absence of this provision, convert it to a fixture. Lessee shall have the right to remove said personal property during or at the end of this Lease but must return the area where the personal property was installed as nearly as possible to its original condition, excluding ordinary wear-and-tear.

**6. Acts of God.**

Whenever, as a result of any cause beyond the control of either party, acts of God or any law, order of regulations of any government agency, the premises have been damaged or destroyed, the Lessor may, but shall not be required, to repair or rebuild them or provide other facilities to the Lessee. Acts of God as pertinent herein, extends to all accidental, natural or other cause of loss or injury which cannot be attributed to the parties to this lease, including but not limited to flood, fire, hail, wind, riot, or any criminal activity. In the event of any loss to the premises or the building of which they form a part, which so damages the building, by fire or other casualty as to substantially destroy the building, then this Lease or any extension hereof shall cease and come to an end at the option of either party by giving to the other party written notice within thirty (30) days after such destruction, and thereupon all obligations of the Lessor and Lessee under the Lease shall cease on and as of the date of such destruction.

**7. Assignment.**

Neither Lessor nor Lessee may transfer any right to another party under this Agreement, and assign or sublet the premises with out the mutual written agreement of Lessor and Lessee.

**8. Terminations.**

Upon the failure of the Lessor or Lessee to comply with any provision, stipulation, or condition herein contained, the contract may be cancelled and terminated. Either party may terminate this Agreement by giving written notice to the other party at least ninety (90) days in advance. If Lessor terminates or cancels this Agreement for any cause herein provided, the Lessee shall peacefully surrender said premises.

**9. Rental Payment.**

Rental for the premises shall be the sum of nine thousand six hundred dollars (\$9,600.00) per year in monthly installments of eight hundred dollars (\$800.00). Payments are to be made payable by the first of each month.

The following schedule of rent will be as follows for subsequent years upon the completion of signed lease agreement between the Lessee and the Lessor.

January 1, 2025 – December 31, 2025	\$10,800 annual (\$900 monthly)
January 1, 2026 – December 31, 2026	\$12,000 annual (\$1,000 monthly)

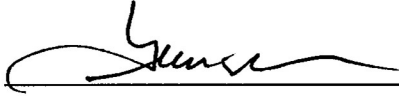
January 1, 2027 – December 31, 2027  
January 1, 2028 – December 31, 2028

\$13,200 annual (\$1,100 monthly)  
\$14,400 annual (\$1200 monthly)

IN WITNESS WHEREOF, the parties to this agreement have executed the same in duplicate.

**CITY OF ELDON, MISSOURI**

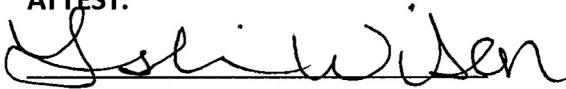
**HEARTLAND REGIONAL LIBRARY SYSTEM**



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Trevor Vernon, Mayor

**ATTEST:**



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Leslie Wilson, City Clerk

**ATTEST:**

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Regional Board President

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Date

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Date