

BILL NO 2023-22

ORDINANCE NO 1430

INTRODUCED BY: Alderman Lahmeyer

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF OWENSVILLE, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF OWENSVILLE, A LEASE AGREEMENT WITH THE VETERANS OF FOREIGN WARS, POST NO 6133 AND ESTABLISHING THE EFFECTIVE DATE THEREOF.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OWENSVILLE, MISSOURI AS FOLLOWS:

SECTION ONE: The Mayor of the City of Owensville, Missouri is hereby authorized to execute on behalf of the City of Owensville, a Lease Agreement with the Veterans of Foreign Wars, Post No 6133, a copy of said agreement hereto and is incorporated by referenced herein.

SECTION TWO: This Ordinance shall take full effect and be in full force effective January 1, 2024 with its passage by the Board of Aldermen and Approval of the Mayor of the City of Owensville.

READ two (2) times and passed as read this 5th day of September 2023.


VOTES CAST:

YES: Alderman Kramme, Lahmeyer & Bohl

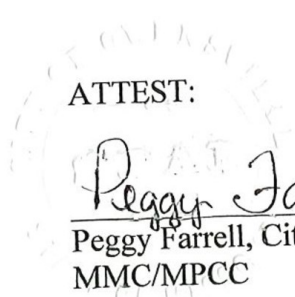
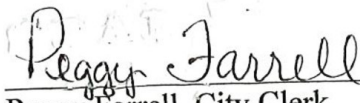
NO: n/a

ABSENT: Alderman McFadden

APPROVED this 5th day of September 2023.


John Kamler, Mayor

ATTEST:



Peggy Farrell, City Clerk
MMC/MPCC

LEASE AGREEMENT

By this Agreement, made and entered into on this 1st day of January 2024, by and between the City of Owensville, Missouri through the Board of Aldermen, a municipal corporation, herein referred to as Lessor and the Veterans of Foreign Wars, Post No. 6133, a not for profit corporation, herein referred to as Lessee, Lessor leases to Lessee certain real estate within Gasconade County, State of Missouri, together with all appurtenances as hereinafter set forth.

WITNESSETH:

WHEREAS, the parties desire to provide for the leasing to Lessee of the property hereinafter described for the purpose of operating a "Beer Stand" and for other lawful purposes;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Lessor does hereby lease and demise to Lessee and Lessee does hereby hire and take as Lessee upon and subject to the terms and conditions herein set forth the parcel of land located in the Memorial Park of Lessor, said premises situated in the City of Owensville, County of Gasconade, State of Missouri, and described as follows:

All that part of the SW $\frac{1}{4}$ of Section 28, T42N, RSW of the 5th P.M., Gasconade County Missouri, more particularly described as follows:

Beginning at a point 1927.1 ft, north and 593.0 ft. west of the SE corner of the SW $\frac{1}{4}$ of Section 28, T42N, RSW; thence S 82 degrees 52' E, 80.0 ft.; thence S 7 degrees 06' W, 50.0 ft.; thence N 82 degrees 52' W, 80.0 ft.; thence N 7 degrees 08'E, 50.0 ft. to the Place of beginning.

Containing a total of 4,000 square feet.

2. The term of this lease shall be for a period of ten (10) years, commencing on the 1st day of January 2024 and terminating on the 1st day of January 2034, both dates inclusive, subject to the limited right of termination and the option to renew as hereinafter provided.
3. Lessee shall pay Lessor, as rental therefore, the sum of \$1.00 per year on the 31st day of December of each year of the term hereof and such other consideration as set forth on Exhibit "A" attached hereto and incorporated by reference herein. Said rental shall be paid to Lessor to the account of the City of Owensville - Park Fund.
4. Lessor covenants and agrees:

- a. That it has good and legal right to lease said premises and that it will put Lessee in possession thereof, and, so long as Lessee pays the rent hereby reserved and observes and performs the several covenants and stipulations provided on its part, Lessee shall peaceably hold and enjoy the demised premises during the term hereof without any interruption by Lessor or by any person rightfully claiming under it; and
- b. That Lessee may erect, with advanced approval from the City of Owensville and maintain on the demised premises such buildings and other improvements as may be necessary from time to time to accomplish the purpose set forth above.
- c. That Lessor shall issue to Lessee all required liquor licenses necessary for its operation so long as Lessee is not in breach of any covenant contained in this Agreement.

5. Lessee covenants and agrees:

- a. To pay the rent at the time and in the manner herein provided to Lessor at City Hall Office of the City Clerk, located at 107 W. Sears Ave. in Owensville, Missouri;
- b. To erect said buildings and improvements in harmony with other buildings or improvements now in existence in said Memorial Park, and maintain said buildings and improvements and the grounds immediately surrounding the same in good condition at all times;
- c. Not to use or permit any other person, firm, corporation, group, or entity to use said buildings and improvements in violation of any present or future ordinance of the City of Owensville or of any applicable law of the State of Missouri or of the United States;
- d. To keep and preserve the demised premises free from nuisance and not permit the use of the same or any part thereof for other than the stated purposes of Lessee;
- e. To pay in due time all utility charges, including late charges and interest when applicable, incurred in respect of the premises and Lessee's use and operation thereof, including such use by any other person, group, or entity using the premises with its permission;
- f. Not to sublet or assign Lessee's interest or any part thereof in this Lease or the premises to any other person without the prior written consent of Lessor, except for occasional rental of the buildings and improvements thereon as provided herein;
- g. Not to allow trash, refuse, or garbage to accumulate on the premises and to deposit the same in appropriate containers as required by law or ordinance;
- h. To permit Lessor or its agents to enter the premises at any time for the purpose of inspection or making repairs or installing, maintaining, and replacing such components of Lessor's various utility systems as may be required;

- i. That by the acceptance of this Lease, Lessee recognizes and acknowledges that the City of Owensville is in charge of all park grounds within said City, and that Lessee shall at all times hereafter be observant of all rules and regulations lawfully made by said Board of Aldermen in connection with the park grounds, including the demised premises, and that Lessee will assure, and take all necessary steps to compel, that any other person, firm, corporation, group, or entity using said buildings and improvements, under permission from Lessee, will fully keep and perform the obligations imposed upon Lessee hereunder, including the provisions of this paragraph;
- j. That Lessee does not by virtue of this Lease become an owner of any interest in the real estate hereby demised and does not have the authority to encumber the same or subject it to any lien, either consensual or nonconsensual, in any manner;
- k. To save and hold Lessor harmless from all claims, demands, and liability of any type whatsoever which shall include but shall not be limited to the discharging of firearms and the operation of tractors or other vehicles which arises or may arise out of Lessee's possession and use of the demised premises and its business and activities conducted thereon. In the event that Lessor incurs any expense whatsoever, to include attorney's fees, in defending any action arising out of Lessee's use of the demised property, Lessee agrees to reimburse Lessor in full for any such expense. Furthermore, Lessee shall indemnify and hold harmless the Lessor and all its officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries received by any person or property resulting from the use of the demised property, except when such suit, action or claim is caused by the sole negligence of Lessor, its officers, employees, or agents.
- l. If default is made in the payment of rent or any part thereof when due, or if this Lease is terminated by any method herein provided, to quit and surrender to Lessor or its agents peaceful possession of the premises upon demand for possession for non-payment of rent as aforesaid or upon the effective date of termination after notice thereof, whichever is applicable; and
- m. At the termination of this Lease, by whatever method herein provided, to surrender peaceful possession of said premises in as good condition as the same were received, usual wear and tear and providential destruction excepted, and further subject to the provisions for possession and ownership of the buildings and improvements as hereinafter provided.
- n. That Lessee shall be required to maintain a liability insurance policy (including dramshop and alcohol liability) with limits of a minimum of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate and to provide the City of Owensville with a certificate of this insurance. Said policy shall name the City of Owensville as additional insured in a clause in said certificate of insurance, plus provide an additional insured endorsement, and shall cover the City of Owensville year-round as stated above.

6. It is mutually agreed:

- a. That any renewal option shall be subject to the same terms and conditions as were applicable during the initial term unless any proposed modification desired by either party has been agreed to by the other party, in writing, prior to the commencement of such option period.
- b. That any notice provided for herein may be given to the parties as follows: to Lessor, by delivery to the City Clerk in person or by certified mail addressed to the City Office of the City Clerk at 107 W. Sears Ave., Owensville, Missouri; and to Lessee, by delivery to its' Commander or Adjutant in person or by certified mail addressed to the Bledsoe Bulas Post #6133, 602 W. Jefferson Ave., Owensville, Missouri; and

7. That this Lease shall be binding upon the parties, and their successors and assigns, subject to the restrictions herein contained as to subletting or assignment by Lessee.

This writing, with attached exhibits, constitutes the complete agreement of the parties and it shall not be altered, modified, amended, or repealed except in writing duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

City of Owensville

Bledsoe-Bulas Post #6133

BY:

Mayor

ATTEST:

City Clerk

Name

Title



EXHIBIT "A"

As and for further consideration, Lessee agrees to pay to Lessor a sum equal to Twenty and 00/100 (\$20.00) Dollars for each half barrel of beer sold during the annual Gasconade County Fair.