City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: FEBRUARY 20, 2018

ITEM: Council Bill No. 2018-601 approving the Lease Agreement between the City of Joplin and Joplin Little League

ORIGINATING DEPARTMENT: PARKS AND RECREATION DEPARTMENT
ATTACHMENT: Council Bill No. 2018-601; copy of Lease Agreement

Parks Director:	Paul Bloomberg
Finance Director:	Leslie Haase
City Attorney:	Peter Edwards
City Manager:	Sam Anselm

INTRODUCTION:
This Council Bill approves a lease agreement with Joplin Little League for the Landreth Park Fields, including: Little League North Field, Little League North Complex, and Little League T-ball Park, including concession areas, if any, parking lots, and the immediate surrounding grounds.

DISCUSSION:

- The term of the lease shall be for a period of one (1) year at an annual rental of five hundred dollars ($500.00) per year due and payable to the Director of Finance.
- Premises to be used exclusively as a recreation facility for baseball.
- Any improvements to be made with City approval and in accordance with applicable Joplin codes and become the property of the City of Joplin unless otherwise agreed in writing.
- Upon surrender property is to be left in such condition as required by the City for future proposed usage.
- The lease shall automatically renew for up to five (5) successive one (1) year terms, covenants and conditions as specified.
- The City may terminate the lease for any breach of the agreement, or at any time without cause by giving sixty (60) days' written notice.
- Joplin Little League shall provide liability insurance during the term of agreement for One Million Dollars ($1,000,000.00).
- Lessee shall be solely responsible for obtaining any necessary licenses or permits and for complying with all applicable laws, codes and regulations.

(Continuation of Cover (GREEN) Sheet for Council Bill No. approving the Lease Agreement between the City of Joplin and Joplin Little League)

- Lessee is responsible for proper maintenance and repair of any damage.
- Agreement shall not be assignable without written consent of the City.
- City may terminate the agreement for any breach of the agreement by the tenants.
- Agreement may only be modified by written agreement signed by both parties to the agreement.
- Lessee shall have exclusive rights to the playing fields and any concession revenue year-round.
- City will allow Lessee to use Wendell Redden and Gene Bassman practice fields for league practices at no cost. Designated days and reservations will be presented to the Director of Parks and Recreation for approval at least thirty (30) days before use.
- All provisions shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

LEASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of February 2018, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Joplin Little League, a Missouri Nonprofit Corporation, hereinafter referred to as "Lessee".

W I T N E S E T H:

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the City hereby lets and leases to the Lessee and the Lessee hereby leases from the City, that certain tract of land and improvements located thereon, described as follows:

LANDRETH PARK FIELDS, INCLUDING: LITTLE LEAGUE NORTH FIELD, LITTLE LEAGUE NORTH COMPLEX, AND LITTLE LEAGUE T-BALL PARK, including concession areas, if any, parking lots, and the immediate surrounding grounds.

To have and to hold said premises for the following purposes and subject to the following covenants and conditions, to-wit:

1. Term. The term of this Lease shall be for a period of one (1) year from the date hereof. This Lease shall automatically renew for up to five (5) successive one (1) year terms upon the same terms, covenants, and conditions as herein specified.

2. Rent. Lessee shall pay City annual rent in the amount of Five Hundred and 00/100 Dollars ($500.00) due and payable the date hereof to the Director of Finance of the City of Joplin. Rent for any renewal terms shall be due and payable on the anniversary date hereof.

3. Use of Premises. The premises shall be used exclusively as a recreational facility for baseball. Play shall not extend beyond 11:00 p.m., and all field lights shall be turned off no later than 11:15 p.m.

4. Utilities. Lessee shall promptly pay all utilities and other charges upon the demised premises.

5. Exclusive Rights. Lessee has exclusive rights to the playing fields and any concession revenue.

6. Practice Facilities. City will allow Lessee to use Wendell Redden and Gene Bassman practice fields for league practices at no cost. Lessee will be allowed to reserve three days per week at each field before their season begins and two days per week at each field during the season. Designated days and reservations will be presented to the Director of Parks and Recreation for approval at least thirty (30) days before use.

7. Condition of Premises. During the term of this Agreement, and any extension or renewal thereof, the City of Joplin shall inspect said premises annually and provide the Lessee with a list of repairs necessary for the proper maintenance of the facility. The Lessee shall keep the property in a clean and mowed condition and repair any damage to the property at all times, and keep the property free from nuisance or hazard of any kind and properly secure said property when not in use. Lessee has inspected the premises and surrounding areas around the ballfields and accepts the current condition of the premises on an "AS IS " and "WHERE IS" basis.

8. Condition of Premises Upon Surrender. Following the initial and renewal terms of this Lease, if exercised, the Lessee shall be obligated to relinquish the property in as good as condition as when taken, usual wear and tear excepted, or, at the option of the City, leaving the property in such condition as is required by the City for its then proposed use. All personal property shall remain the property of the Lessee or its donee or designee or their assigns. Any such personal property removed shall in no way damage the premises.

9. Improvements. No improvements shall be made without City's prior written consent. Any improvements made by Lessee shall be performed and completed in a good and workmanlike manner and shall present a neat, orderly, clean, and decent appearance to the satisfaction of City. Lessee shall comply with all applicable laws in the construction of said improvements. Any such improvements will be the property of the City of Joplin.

10. Insurance. The Lessee shall provide liability insurance during the term of this Agreement, issued by an insurance company authorized to do business in the State of Missouri, covering the Lessee, its agents, employees, and invitees, and naming the City as an additional insured, in the amount of One Million Dollars ($1,000,000.00) for Combined Single Limit for Personal Injury or Property Damage. Such insurance shall be

evidenced by filing with the City an Insurance Certificate, naming the City as an additional insured under such policy, and providing that such policy shall not be cancelled without thirty (30) days written notice to City. The Lessee agrees to indemnify and hold and save harmless the City from any and all damages, claims, and assessments of every type and character arising out of the construction or remodeling as described herein, or to arise out of the use of said leased premises during the term of this Agreement or any extension thereof, both as to claims arising from injuries suffered by virtue of the condition which the premises may have been maintained, or by virtue of injuries sustained by anyone while the premises are in use by Lessee.

11. Indemnification. Lessee hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be City, its agents or employees, or Lessee, its agents or employees, or any third person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Lease or any work done thereunder or business carried on by Lessee during the term of the Lease and on the Leased premises.

12. Nature of Relationship. The Lessee shall perform as an independent contractor and shall not hold itself out to third parties as an agent of the City. The Lessee shall not be considered an agent of the City nor shall any of the employees, agents, officers, members, or other personnel of the Lessee be considered sub-agents of the City.

13. Termination. The City reserves the right to terminate this Agreement for any breach by Lessee of this Agreement. In the event that City feels a breach of this Agreement has occurred, City shall provide written notice which specifies the breach and the corrective action required to correct such breach. If breach is not corrected within thirty (30) days of said notice, the Lease shall be terminated and City shall take possession of the premises immediately. All permanent structures, fences, stands or other facilities or equipment placed upon the premises by the Lessee shall remain the property of the City. Any damage to existing equipment, stands, fences or other fixtures to the

premises by the Lessee, or its agents, employees and invitees, shall be restored to their former condition except as otherwise provided by written agreement between Lessee and the City of Joplin. The City may terminate this Lease Agreement at any time by giving sixty (60) days written notice to Lessee.

14. Assignment. This Agreement shall not be assignable by the Lessee without the express written consent of the City being first obtained.

15. Amendments. This Agreement contains all of the agreements and conditions made between the parties and may only be modified by written agreement signed by all parties to this Agreement.

16. Binding Effect. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

17. Compliance with the Law. The Lessee shall be solely responsible for complying with all applicable Federal, State and Municipal laws, codes, and regulations in connection with the use of the property.

[Remainder of page intentionally omitted; signature page to follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this instrument, the day and year first above written.

CITY OF JOPLIN, a
Municipal Corporation,

By: _____
Samuel L. Anselm,
Interim City Manager

"City"

ATTEST:

_____
Barbara G. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

JOPLIN LITTLE LEAGUE, a
Missouri Nonprofit Corporation

By: _____
_____
President

"Lessee"

ATTEST:

_____

COUNCIL BILL NO. 2018-601 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Joplin Little League for the purpose of leasing Landreth Park baseball fields, concession areas, and parking lots in exchange for annual rent in the amount of Five Hundred and 00/100 Dollars ($500.00); and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the agreement by and between the City of Joplin and Joplin Little League for the purpose of leasing Landreth Park baseball fields, concession areas, and parking lots in exchange for annual rent in the amount of Five Hundred and 00/100 Dollars ($500.00), a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney