JOPLIN CITY COUNCIL

SPECIAL MEETING NOTICE

JOPLIN CITY HALL
602 S. MAIN
JOPLIN MISSOURI
January 14, 2016 6:00 P.M.

Notice is hereby given that the City Council of the City of Joplin, Missouri, will hold a Special Meeting beginning at 6:00 p.m. on Thursday, January 14, 2016 at Joplin City Hall, in the 5th floor Council Chambers, 602 S. Main. The purpose of the Special Meeting is for the council to consider leasing Joe Becker Stadium to the Joplin Blasters

SPECIAL MEETING AGENDA

1. Reading of the Special Call
2. Invocation
3. Pledge of Allegiance of the United States of America
4. Roll Call
5. ORDINANCES – EMERGENCIES
   COUNCIL BILL NO. 2016-002 - AN ORDINANCE authorizing the City of Joplin to enter into a Lease Agreement with the Joplin Blasters, LLC for the purpose of leasing Joe Becker Stadium to the Joplin Blasters, LLC; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

6. Any other business

Barbara Hogelin
City Clerk, Barbara L. Hogelin for Mayor Michael L. Seibert

If you are in need of disability related auxiliary aids or services, contact the City Clerk's Office at (417) 624-0820 ext. 220. Forty-eight hours' notice is requested.

Notice posted at 2:30 P.M. on this the 13th day of January, 2016. (RSMo 610.020)

CITY OF JOPLIN CITY COUNCIL AGENDA ITEM

REQUESTED SPECIAL COUNCIL MEETING DATE: January 14, 2016

ITEM: Council Bill No. 2016-002 authorizing the City of Joplin to enter into an Agreement with the Joplin Blasters, LLC for the purpose of leasing Joe Becker Stadium to the Joplin Blasters, LLC.

ORIGINATING DEPARTMENT: Parks & Recreation

ATTACHMENTS: Council Bill No. 2016-002; Exhibit "1": Agreement.

DEPARTMENT HEAD:	Scott Garrie
FINANCE:	Leslie Haase
LEGAL:	Peter C. Edwards
CITY MANAGER:	Samuel L. Anselm

INTRODUCTION:

This Council Bill approves a Lease Agreement with the Joplin Blasters, LLC for the purpose of leasing Joe Becker Stadium to the Joplin Blasters, LLC.

DISCUSSION:

Based on discussions and action taken at the Monday, January 11, 2016 Special Council meeting regarding the Blasters and the leasing of Joe Becker Stadium, we are bringing this revised Lease back to you for approval. The revised Lease incorporates the two (2) revisions voted on at Monday night's meeting, dealing generally with utility cost reimbursement and right of entry.

RECOMMENDATION:

Staff presents this Council Bill on an Emergency basis.

PCE
attachments

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 2016, by and between the CITY OF JOPLIN, MISSOURI, a Missouri Municipal Corporation, hereinafter referred to as "Landlord", and JOPLIN BLASTERS, LLC, a Missouri Limited Liability Company, hereinafter referred to as "Tenant".

W I T N E S S E T H :

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the Landlord hereby lets and leases to the Tenant, the after-mentioned land and improvements located thereon, to have and hold for the following purposes and subject to the following covenants and conditions, to-wit:

1. Demise and Term. Landlord leases to Tenant and Tenant leases from Landlord, the land and improvements, known as Joe Becker Baseball Stadium described as follows:

> "All of Lots Numbered 11 to 22, both inclusive, except the West Thirty (30) feet of Lots Numbered 11, 12, 13, and 14, in TAYLOR'S Addition to East Joplin Landlord, now a part of the Landlord of Joplin, Jasper County, Missouri."

(hereinafter referred to as the "Premises"), Joplin, Missouri. The term of this lease and Tenant's obligation to pay rent hereunder shall be for a period of five (5) years, effective on the date first written above. This Lease shall also be subject to three successive five (5) year renewal terms that shall automatically renew unless Tenant gives one hundred eighty (180) days written notice prior to the first day of the renewal term. Beginning in 2016, Tenant shall lease the Stadium from May 1 to September 30 of each year. Tenant shall use the premises only for the purpose of playing baseball, baseball practice, promotional events and ticket and merchandise sales unless specific written approval is granted by the City Council. Approval shall not be unreasonably withheld. Landlord shall have use of the Stadium, parking and concessions, including storage, the remainder of the year. Landlord shall schedule events, including but not limited to, high school or college usage of the facility, during this time. Landlord shall not damage the playing surface or dramatically alter or change field maintenance. Landlord shall have right to use concession areas and equipment purchased in the renovation of JBS. Tenant may sell merchandise and Blaster's tickets at these events.

a. Premiere Baseball. The Landlord reserves the right to utilize the demised premises and all improvements thereon during an event known as "Premiere Baseball". Tenant shall insure that no home games are scheduled at the demised premises so as to create a conflict. Landlord shall notify Tenant by October 1, of the year prior to the dates of "Premiere Baseball" in order to allow for appropriate scheduling by the Tenant and the American Association League. There shall be no offset for rent or payment to Tenant for these days. Such offset is already included in the annual rent as provided herein below. During Premier Baseball Landlord shall have exclusive use of the stadium, all parking lots, including the lot jointly owned by the Landlord and Charter Sports LLC, legally described in Exhibit A, and concessions, all with no fee. Landlord is not entitled to use Tenant's product inventory, including but not limited to cups, containers, food and drink products, condiments, trash bags, etc. After Premiere Baseball, the field shall be in the same condition as it was on the first day of Premiere, reasonable wear and tear excepted. If there

are any defects or issues, Landlord shall make a good faith effort to remedy those prior to Tenant's next game. The parties shall inspect the field prior to and after Premiere Baseball and document the condition of the field. Upon giving 30 days' notice to Tenant, Landlord reserves the right to use the Stadium, all parking and concessions, during the May 1 to September 30 term each year for events, during times that the Tenant is playing away games. However, during this time, events that the Blasters host will take priority. Stadium cleanup, field maintenance, and repairs resulting from damage during Landlord hosted events shall be the responsibility of the Landlord. Suite holders retain rights to their suite for these events.

b. Concession Facilities. Tenant shall have exclusive use of the concession facilities during the term of the Lease as defined herein. Such right shall include the level of service, definition of the menu and pricing, selection of suppliers and vendors and subletting of concession services. Tenant shall be responsible for the replacement of or any additional concession equipment required in the future. Tenant shall use the Landlord-owned concession equipment, but must maintain equipment. Tenant is responsible for maintenance, repair, cleaning and security of the concession areas during this time period. Maintenance is defined as keeping the premises clean and keeping all items, fixtures and buildings in good working order and condition. Tenant shall retain a weekly inventory and accounting of concessions that shall be open to inspection by Landlord officials upon written request.

c. Clubhouse. Subject to the terms of this Lease Agreement and Tenant not being in default, Tenant shall have exclusive use of the Clubhouse, also known as the former Crosslines building, year-round, including limiting access to the facility. Landlord shall have the right to inspect the facility upon written request, and 48 hours minimum notice, and accompanied by a representative of Tenant. Landlord workers may not enter the Clubhouse building without written permission of tenant at any time, unless an emergency exists, at which time Tenant will be immediately notified. Tenant may utilize the Clubhouse building for any storage needs of the Tenant outside of May 1 to September 30, during the term of the lease.

d. Parking Lots. Tenant shall be permitted to use the Landlord parking lot West of Joe Becker Stadium during home games from May 1 to September 30 each year. Tenant may use the Landlord parking lot during away games with 30-day written notice and approval by the Landlord. Tenant may charge and retain receipts for entrance to this parking lot during this time period. Tenant shall be responsible for the general maintenance of the stadium parking areas during this time. This includes trash and litter pickup and removal and overall cleaning. The Landlord shall be responsible for repairs to its West parking lot. On street parking will be restricted to residents only on Jasper Street from High Street to School Street, on Michigan Street from 2nd Street to 4th Street, and on East 2nd Street from High Street to School Street.

2. Rent and Expenses. During the term of this lease, and any extensions thereof, Tenant agrees to pay annual rent for the Lease in the sum of Seventy Five Thousand Dollars ($75,000.00) per year, payable: $15,000.00 on May 1st, $15,000.00 on June 1st, $15,000.00 on July 1st, $15,000.00 on August 1st, and $15,000.00 on September 1st of each year. The first rent payment shall be due May 1st, 2016. If average paid attendance levels reach 3,000 paid attendance per game based on a 50 game season, Tenant shall pay the Landlord an additional $25,000.00 in rent payments annually, until such time that the Landlord has repaid the debt. Said payment will be due

on November 1 of the same year. Tenant shall be solely responsible for expenses related to the operation of the Stadium, unless the City has expressly agreed to assume the expense in this Lease Agreement.

3. Utilities. Tenant shall reimburse annual utility costs of the Landlord, by December 31 for the previous fiscal year ended October 31, based on the following average paid attendance per game numbers:

a. Under 1,500: Tenant shall reimbursement ten percent (10%) of the total annual utility cost to Landlord, with a maximum payment of $4,000.00.

b. 1,501 to 1,700: Tenant shall reimburse Landlord fifteen percent (15%) of the total annual utility cost, with a maximum payment of $6,000.00.

c. 1,701 to 2,000: Tenant shall reimburse Landlord twenty percent (20%) of the total annual utility cost, with a maximum payment of $8,000.00.

d. 2,001 to 2,500: Tenant shall reimburse Landlord thirty percent (30%) of the total annual utility cost, with a maximum payment of $12,000.00.

e. 2,501 and above: Tenant shall reimburse Landlord thirty three (33%) of the total annual utility cost, with a maximum payment of $13,200.00.

Utilities shall include electric, gas, water, and wastewater charges. Tenant is solely responsible for all telephone, cable, internet and related charges.

4. Assignment and Subletting. Tenant will not assign this lease in whole or in part, nor sublet all or any part of the leased premises, without obtaining the prior written consent of the Landlord. Any assignment or subletting without Landlord consent in writing shall be void.

5. Change in Ownership. Tenant shall not transfer, sell, or change majority ownership of the Blasters without thirty (30) day written notice to the Landlord and approval by the Landlord Council, which subject to financial review, will not be unreasonably withheld. As a condition precedent before seeking City approval, Tenant shall have obtained the approval of the change of ownership by the American Association Independent League.

6. Financials. Landlord's Finance Director shall have the right to inspect the ticket and attendance records of the Joplin Blasters LLC (the "Blasters") upon written request.

7. Use of Premises by Tenant. Tenant is a professional baseball team playing in the American Association Independent League and the leased premises shall be used for baseball and non-baseball events deemed necessary by the Tenant with the exception of events that could cause substantial damage to the field unless such damage would be repaired at the cost of the Tenant. Play may extend beyond 12:00 a.m. midnight, provided, however, that a new inning may not start after 12:00 a.m. midnight in accordance with American Association League established rules as now in effect or hereafter modified by the League. All field lights shall be turned off as soon as practicable thereafter. Tenant shall not perform any acts or carry on any practices that may injure

the premises or be a nuisance or menace. Tenant shall obtain such state, county, and local, permits or licenses as are required for the proper operation of Tenant's business.

8. Tenant's Responsibilities. It is the intent of the parties that Tenant maintain perform all maintenance, service, cleaning and care for the premises unless said duties are expressly designated to Landlord under this Agreement. This Agreement is conditioned upon Tenant's assurances that the subject ball fields and facilities shall be operated solely by Tenant and no other person, corporation, association or legal entity whatsoever. All of Tenant's personnel and volunteers, such as, but not limited to, players, administration, umpires, scorekeepers, and ball shags, shall be the sole responsibility of Tenant. Tenant shall be responsible for ticket sales and collecting tickets at the gate and shall be entitled to all proceeds therefrom. Additionally, Tenant, at its own expense, shall maintain premises in its present condition from May 1 to September 30 as follows:

a. Tenant shall, at its own expense, care for and maintain leased premises in a reasonably safe and serviceable condition. Tenant shall furnish its own interior and exterior decorating. Tenant will not permit the premises to be damaged or depreciated in value by any act or negligence. Tenant shall use due diligence to keep faucets closed so as to prevent waste of water and flooding of premises; to promptly take care of any leakage or stoppage in any of the water, gas or waste pipes. Tenant will be responsible for maintaining the sidewalks and areas abutting the premises. Tenant shall make no structural alterations or improvements without written approval of the Landlord. Any construction or improvements made to the stadium, improvements and real estate shall remain the sole property of the Landlord.

b. Tenant shall maintain the turf, which means mowing, fertilizing, aerification, irrigating and disease, weed and pest control all in accordance with first class turf management customary for a professional baseball field. Landlord shall provide said maintenance outside the Tenant's term each year under the same conditions. Landlord and Tenant agree to properly document and share information and work together regarding the turf management program (fertilizer, disease and weed applications). Tenant shall keep the areas adjacent to the Stadium and Clubhouse mowed and free of trash.

c. Tenant shall replace light bulbs and repair wiring, but shall not replace fixtures. Landlord is responsible for fixtures.

d. Tenant shall make operational repairs to equipment and buildings up to $1,000.00 per occurrence.

e. Tenant shall make operational repairs to fencing. Landlord shall be responsible for replacement fencing items or repairs of sections of wire fencing.

f. Tenant shall not allow trash of any kind to accumulate on said premises on the grounds, or the front, side or rear thereof, and will remove at its own expenses.

g. Air Conditioning and heating equipment shall be furnished by the Landlord and maintenance thereof at the expense of the Tenant. Tenant shall pay for maintenance, annual inspections and minor repairs up to $1,000.00 per occurrence not to exceed $3,000.00 per calendar

year. Major repairs above this limit and replacement of units shall be the responsibility of the Landlord.

h. On the last day of the term, Tenant shall return the facility to the Landlord in the same condition as the first day of the term. On the first day of the term, Landlord shall provide the facility to the Tenant in the same condition as the previous last day of the term. Landlord and Tenant shall inspect the facility together on May 1st and make detailed record of the condition of the facility. Landlord and Tenant shall inspect the facility together on September 30 to ensure the condition of the facility is the same.

9. Landlord's Responsibilities. Landlord shall keep the roof, structural part of the floor, walls and other structural parts of the stadium and building, and field lights in working order. Landlord shall have the right to enter the premises during normal business hours, when accompanied by tenant's staff, to inspect the grounds to determine compliance with the Tenant's obligations. Landlord agrees that it shall not provide financial assistance or other incentive for any other professional paid baseball team wishing to locate within the Landlord or within fifty (50) miles thereof during the term of this lease. However, Tenant understands and agrees that the Landlord is a Missouri municipal corporation and as such cannot prohibit any other professional paid baseball team from locating in the area or utilizing any facility owned by the Landlord provided such other team pays all applicable rents and fees as required of other users. Landlord shall provide trash pick-up during the term of the Lease conditioned on the trash being in trash bags and brought to the edge of the property for pick up.

10. Landlord shall give Tenant a License to use the equipment listed in "Exhibit A" to the Blasters for an annual fee of Five Hundred Dollars ($500.00). Landlord has no obligation to repair or replace the equipment, unless in such case, damage or loss is incurred while being utilized by Landlord or its agents. Tenant shall keep the equipment in a good and working condition, reasonable wear and tear excepted.

11. Advertising, Signage and Naming Rights. Tenant shall have the right to sell advertising, signage and naming rights, subject to the approval by the Landlord, whose approval shall not be unreasonably withheld, subject, however, to existing signage/advertising agreements in place as of the effective date of the Performance Agreement and Lease to be negotiated. The parties agree to negotiate offsets for potential revenue lost, if any, by Tenant due to any existing signage or advertising agreements. Tenant shall be responsible for any expenses associated with this advertising, signage and naming rights, and shall retain all net proceeds, if any. The Facility shall retain the name "Joe Becker Stadium" during the term of the Lease Agreement.

12. Fixtures and Alterations. Any improvements made by the Tenant that attach to the premises shall become the property of the Landlord. Landlord shall make a good faith effort to repair or remedy the following items prior to the beginning of the next term: infield padding on all stone and concrete areas along dugout areas and in front of seating areas; outfield drainage; gutters; roof leaks, including merchandise store and storage area; suite air conditioning; suite level flooding; batting cage nets; replace turf in bullpen areas behind home plate; and ensure security system is in working order. All improvements are and shall remain property of the Landlord.

13. Insurance.

a. Liability, Property and Personal Injury. Tenant shall, during the entire term of this lease, procure and keep in full force and effect, policies of public liability, bodily injury including personal injury, death and property damage insurance with respect to the leased premises and the business operated by Tenant in the leased premises, on an occurrence basis, in which the limits of public liability shall not be less than a single limit of $1,000,000.00 per occurrence / $2,000,000.00 general aggregate. The policy shall name Landlord, any person, firms or corporations designated by Landlord, and Tenant as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) days' prior written notice. The insurance shall be in an insurance company acceptable to Landlord and a copy of the policy or a Certificate of Insurance shall be delivered to Landlord upon execution of this Lease Agreement.

b. Business interruption. Tenant shall procure and maintain in full force and effect, commencing on the date of this Agreement and continuing through the term of this lease, at Tenant's sole cost and expense, use and occupancy or business interruption or lost income insurance against all risk perils including flood, earthquake and terrorism, including extra expense coverage in an amount equal to no less than the annual rent payment due to the Landlord for the period of time estimated to repair or rebuild the facility after substantial damage to the Facility, plus an extended period of indemnity of not less than one hundred eighty (180) days, including contingent business interruption insurance within the business interruption insurance coverage at a sublimit of not less than $200,000.00 and indemnity period equal to that of the business interruption insurance indicated above.

c. Workers' Compensation. Tenant shall procure and maintain in full force and effect from and after the date of this Agreement, and during the term of this lease at Tenant's sole cost and expense, workers compensation insurance as required by the State of Missouri. Additionally, Tenant shall procure and maintain in full force in effect during the entire term of this lease at tenant's sole cost and expense, employer's liability coverage of not less than $1,000,000.00. Tenant shall provide Landlord with proof of worker's compensation insurance prior to May 1 each year through the end of the baseball season.

14. Environmental Provisions. Tenant covenants and agrees, effective as of the date of this lease and continuing during the term thereof, as follows:

a. The use and operation of the demised premises shall at all times be in full compliance with the then applicable Environmental Law;

b. Tenant shall timely obtain all environmental permits, licenses, certificates, applications, and approvals (hereinafter Environmental Permits) that are necessary or required by applicable Environmental Law to conduct its business and operations as then being conducted, and Tenant shall comply with the terms and provisions of such Environmental Permits;

c. Neither Tenant nor any other person shall bring onto, use, store, generate, or transport any Hazardous Materials in, on or under, the Demised Premises except in a reasonable and prudent manner so as to prevent the release or threat of release of any hazardous material on, onto, or from the demised premises and except in compliance with applicable Environmental Law;

d. Neither Tenant nor any other person shall treat, process, dispose of, recycle, or incinerate any hazardous materials on the demised premises;

e. If Tenant elects to bring, use, store, generate or transport specific hazardous materials on the demised premises in connection with the business and operations conducted by Tenant, Tenant shall:
   1) Use, store, dispose of and transport such hazardous materials in accordance with applicable environmental law;
   2) Prepare and maintain accurate and detailed records with respect to such hazardous materials as required by applicable environmental law or environmental permits;
   3) Prepare and submit all reports with respect to such hazardous materials as required by applicable environmental law or environmental permits; and
   4) Furnish to Landlord upon request a copy of all records and reports with respect to such hazardous materials.

f. Tenant shall not construct or install any underground or aboveground storage tanks in, on, or under the demised premises without prior written consent of Landlord.

g. Tenant shall regularly inspect the demised premises to monitor and assure that the demised premises are at all times in full compliance with applicable environmental law.

h. Tenant shall protect to the best of its ability the demised premises against intentional or negligent acts or omissions of third parties which might result, directly or indirectly, in the release of hazardous materials on the demised premises in violation of applicable environmental law and if Tenant fails to take appropriate action (as determined by Landlord) to protect the demised premises within fifteen (15) days after written notice from the Landlord, then the Landlord may, but shall not be obligated to, take such action Landlord considers necessary or appropriate, at the expense of Tenant, to protect the demised premises against the release of hazardous materials in violation of the applicable environmental law as a result of the intentional or negligent acts or omissions of third parties. Nothing herein shall be construed so as to relieve any party from liability for any act or omission.

i. If any hazardous materials are released in, on, under, or from the demised premises during the term of this lease, except for Premiere Baseball and other times Landlord has exclusive use of the premises, Tenant shall immediately (within 24 hours of discovery) notify the Landlord and all applicable governmental agencies having competent jurisdiction of the occurrence of the release of hazardous materials. Tenant shall immediately furnish or make available to the Landlord and governmental entities all information, documents, and communications whether electronic or in hard copy.

j. Tenant shall treat, store, dispose of and transport the hazardous materials, including any contaminated soil, water and other environmental media at the sole cost of the Tenant and in accordance with applicable environmental law.

k. In the event that Tenant fails to immediately commence on a timely basis and/or diligently prosecute an appropriate response action, at the expense of Tenant, Landlord shall have the right, but not the obligation, to conduct all response action at the expense of Tenant that Landlord considers necessary or appropriate under applicable environmental law and environmental permits, to clean up the hazardous materials that have been released in, on, or under, the demised premises. Tenant shall have no responsibility for correcting or remediating any environmental condition with respect to the demised premises that existed prior to the date of this lease.

15. Indemnification of Landlord. Tenant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Landlord, 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 Landlord, its agents or employees, or Tenant, 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 Tenant.

16. Damage or Destruction of Leased Premises. In the event that the leased premises are destroyed or damaged so as to be unfit for use by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored within three hundred sixty-five (365) days, then this lease shall be automatically terminated. Otherwise, Landlord shall proceed at its own expense and with due diligence to restore the premises within such three hundred sixty-five (365) days. In the event Landlord determines that the premises cannot be rebuilt or restored within three hundred sixty-five (365) days as provided hereinabove, then it shall give written notice of this decision to Tenant within fifteen (15) days from the date of the happening of such casualty, and this lease shall terminate. Provided, however, that if the Landlord determines that it will not rebuild the improvements on the demised premises then the Landlord agrees to purchase other properties held by the Tenant as part of the development contemplated herein. The purchase price shall be determined as the fair market value prior to the damage or destruction to the demised premises. The Landlord shall be obligated to purchase such additional property only to the extent of any insurance proceeds from the damage or destruction of demised premises less the deductible and any costs incurred to demolish or dispose of debris. Alternatively, Landlord agrees that it will enter into negotiations for a long term land lease for the demised premises with Tenant whereby Tenant may construct improvements substantially similar in purpose to those found in Exhibit "B" attached hereto.

17. Default of the Tenant. In the event of any failure by Tenant to pay any rental due hereunder within five (5) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this lease to be observed or performed by Tenant for more than ten (10) days after written notice of such default shall have been given to Tenant, then Landlord, besides other rights and remedies it may have, shall have the immediate right of re-entry and may

remove all persons and property from the leased premises without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Should Landlord at any time terminate this lease for any breach in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach. Tenant further agrees to indemnify Landlord for any and all costs and expenses, including attorney fees, incurred by Landlord in any lawsuit against Tenant to enforce the terms of this lease.

18. Right of Entry. Landlord or Landlord's agents shall have the right to enter the leased premises upon written request, and 48 hours minimum notice, and accompanied by a representative of Tenant to make such repairs, alterations, improvements or additions as the Landlord may deem desirable, and Landlord shall have the right to enter the premises to conduct routine health inspections and other inspections as deemed necessary by Landlord.

19. Landlord's Covenant. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this lease. Each party agrees to indemnify the other for any and all costs and expenses, including attorneys' fees, incurred by one party in any lawsuit against the other to enforce the terms of this lease, provided that such party is successful.

20. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, (except for rent payments) to the

Landlord as follows:

City of Joplin, Missouri
Office of the City Manager
602 South Main Street
Joplin, Missouri 64801,

and to Tenant as follows:

Joplin Blasters, LLC
c/o Gabriel Suarez
1776 N Scottsdale Rd #442
Scottsdale, AZ 85257

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

21. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this Lease Agreement, and no alteration, amendments

or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

22. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

23. Compliance with Applicable Laws. Tenant shall comply with all applicable laws, ordinances, rules and regulations and keep in effect at all times all material permits, licenses and contractual arrangements as may be necessary to operate as a First Class Operation.

24. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

25. Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

26. Heirs, Successors and Assigns. Each and every obligation contained in this Lease Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

27. No Implied Waivers. The right of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

28. Cancellation or Termination. This Agreement shall govern all transactions between the parties until cancelled or terminated by the Landlord or upon expiration of this lease.

29. Mediation. Disputes, controversies and claims arising under, out of or relating to this Lease Agreement and any subsequent amendments of or in relation therein, including, but not limited to, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, and operation of the stadium shall first be submitted to a licensed mediator or attorney agreed on by the parties. The parties shall make a good faith effort to resolve disputes first through mediation. However, in instances whereby litigation is necessary because an injunction and other equitable relief is sought by one of the parties, this mediation clause shall not preclude litigation in those instances. In all other instances the parties agree that mediation shall be a condition precedent to litigation.

30. 2015 Season. Tenant shall pay annual rent of $75,000.00, which has already been paid. Tenant shall pay an additional $25,000.00 for operational costs of the facility as follows: $10,000.00 due within five (5) days of City Council Approval of this Lease and $15,000.00 due on

April 1, 2016. Tenant shall pay for the cost of wiring the stadium for the purposes of phone, cable, and internet use and any other bills it has incurred prior to the date of this Lease Agreement.

31. Press Release and Non-disparagement. Landlord and Tenant agree to work, at Tenant's request to help release information to the public to educate and inform the public as to Blasters' events and games. If a release is desired, Tenant shall provide it to the City's PIO for release. Landlord, not to include City Council members, and the Blasters Organization agree no disparaging opinions will be made about each other in a public forum. It is understood by both parties that the release of factual information will not be limited.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
Samuel L. Anselm,
City Manager

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

"LANDLORD"

JOPLIN BLASTERS, LLC.

By: _____
Gabriel Suarez,
Managing Member

ATTEST:

_____
Secretary

"TENANT"

MISSOURI ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this _____ day of _____, 2016, before me appeared Samuel L. Anselm, to me known to be the City Manager of the City of Joplin, Missouri, a Municipal Corporation, and that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council for the consideration stated therein and no other, and said Samuel L. Anselm acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year last above written.

_____
Notary Public

My commission expires:

_____

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2016, before me appeared Gabriel Suarez, to me known to be the Managing Member for JOPLIN BLASTERS, LLC, a Missouri Limited Liability Company, and that the seal affixed to the foregoing instrument is the seal of said Company, for the consideration stated therein and no other, and said Gabriel Suarez acknowledged said instrument to be the free act and deed of said Company, and that the allegations contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____, _____, the day and year last above written.

_____
Notary Public

My commission expires:

_____

Exhibit "A"

- Air compressor (1)
- Bases (1 set)
- Blower (backpack) (1)
- Blower (handheld) (2)
- Brooms (2)
- Chalker (1)
- Chalker template (1)
- Gas cans (2)
- Grease guns (2)
- Edger (handheld) (1)
- Edger (stick) (1)
- John Deere Gator (1)
- L-Screens (5)
- Paint sprayer (1)
- Pick (1)
- Portable pitching mound (1)
- Power washer (1)
- Rakes (6)
- Sand bags (30)
- Shovels (6)
- Sledge (1)
- Spreader (1)
- String spools (2)
- Swinger (1)
- Swinger tractor fluid
- Tape measure (1)
- Tarp (home plate) (1)
- Tarp (infield) (1)
- Tarp (mound) (1)
- Toro Field Pro (1) with drag attachment (1)
- Turf blanket (mesh screen) (1)
- Turf mat (batting practice) (1)
- Turtle (1)
- Water hose (1)
- Wheelbarrow (1)
- Tamper (1)
- Spiker for Aerating (1)

- Toro Reel Mower Model 2000D
- Toro Infield Groomer Model 3040
- John Deere Gator Model TX
- Squeegees (6)
- Picnic Tables (12)

COUNCIL BILL NO. 2016-002 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a Lease Agreement with the Joplin Blasters, LLC for the purpose of leasing Joe Becker Stadium to the Joplin Blasters, LLC; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, and the Joplin Blasters, LLC, leasing Joe Becker Stadium to the Joplin Blasters, LLC, a copy of said Agreement being attached hereto and incorporated herein as Exhibit "1", be and the same is hereby, approved.

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

Section 3. That the City hereby declares that this Ordinance dealing with a general appropriation, is considered an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Agreement is related to a public improvement, Joe Becker Stadium.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney