



December 1, 2025

To: Mayor and City Council Members

From: Sam Anselm, City Administrator

Re: 436 Aid Avenue Lease Agreement

Executive Summary

This one-year lease (auto-renewing annually) replaces the city's prior agreement with the Community Foundation of the Ozarks (CFO), whose lease terminates 12/31/25. It continues essentially the same terms with minor updates. The lessee (Always a Future for Kids) will use the property to support Girl Scout activities.

Discussion

The lessee is responsible for property maintenance, operational expenses, and provides liability insurance, while the city maintains property insurance. Use is limited to scouting activities, and the city retains inspection rights.

Fiscal Impact

The city receives only nominal rent and the lessee covers operating and maintenance expenses, resulting in negligible fiscal impact to the city.

BILL NO. 2025-24

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF WEST PLAINS, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF WEST PLAINS AND ALWAYS A FUTURE FOR KIDS FOR PROPERTY LOCATED AT 436 AID AVENUE.

WHEREAS, the City Council of the City of West Plains, Missouri desires to enter into an agreement with Always a Future for Kids for the lease of property situated at 436 Aid Avenue; and

WHEREAS, Always a Future for Kids desires to provide a space to sponsor Girl Scout Troops under Scenic River Service Unit of Dogwood Trails Council for scouting activities; and

WHEREAS, the City Council of the City of West Plains, Missouri deems it wise and necessary to pass this resolution authorizing this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST PLAINS, MISSOURI AS FOLLOWS:

Section 1: That the City Council of the City of West Plains, Missouri does hereby authorize a lease agreement by and between the City of West Plains and Always a Future for Kids as detailed in Exhibit A which is attached to this resolution.

Section 2: This resolution shall be in full force and effect from and after its passage and approval, as provided by law.

PASSED AND APPROVED THIS ____ DAY OF _____, 20__.

CITY OF WEST PLAINS, MISSOURI

(SEAL)

MAYOR MICHAEL TOPLIFF

ATTEST:

CITY CLERK KELLIE MAYERS

LEASE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____ by and between the CITY OF WEST PLAINS, MISSOURI, a municipal corporation, referred to as “City”, and ALWAYS A FUTURE FOR KIDS, an IRC Section 501(c)(3) organization, referred to as “Lessee”.

WTTNESSETH:

The City leases to Lessee, upon the following terms and conditions, the building and surrounding property situated upon the property at 436 South Aid Avenue in the City of West Plains, Howell County, Missouri, further described as:

All of Lots 2 and 3 in Block 1 and all of Lot 1 and a strip of land 17 feet wide of even width off of the south side of Lot 2 in Block 2 and all of Lots 1 and 2 in Block 5 and Lots 1 and 2 in Block 4 in Dixon and Pitts Grand View Addition to the City of West Plains, Missouri.

The parties covenant and agree to keep and perform the following terms and conditions:

1. TERM. This lease shall be for an original term of one (1) year, commencing January 1, 2026, and ending at midnight on December 31, 2026. At the end of the original term, this agreement shall automatically renew on an annual basis upon the same terms and conditions unless terminated by either party.
2. RENTAL AMOUNT. Lessee shall pay to City the sum of one dollar (\$1.00) on or before January 1, 2026. City acknowledges receipt of the entire rental amount prior to the execution of this lease agreement.
3. ASSIGNMENT OR SUBLEASE. Lessee has agreed to sponsor Girl Scout Troops under Service Unit 753 of the Girl Scouts of the Missouri Heartland (“Girl Scouts”) as a chartered organization, and to enter into this lease agreement for the purpose of allowing them to use the property for scout activities. City consents to the use of the property and premises by the Girl Scouts. Lessee shall not assign its rights under this agreement or sublet any portion of the premises, without first obtaining the written consent of the City.
4. USE OF PREMISES. Lessee agrees to maintain the property and the use of any building or premises by the Lessee and Girl Scouts shall be consistent with and limited to this use and purpose and to scouting activities. Maintenance includes, but is not limited to, lawn mowing, trash collection, limb removal, and driveway maintenance. All uses of the premises shall comply with all governmental rules and regulations.
5. LIABILITY AND INDEMNIFICATION. Lessee assumes all risk of loss, injury, or damage to persons or property arising out of or related to Lessee’s use or occupancy of the premises. City shall not be liable for any such loss, injury, or damage except to the extent caused directly by City’s gross negligence or willful misconduct. Lessee shall indemnify, defend, and hold harmless City, its officers, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to Lessee’s use or occupancy of the premises, or acts or omissions of Lessee, its members, guests, contractors, or invitees. This indemnification does

not apply to the extent a claim is caused solely by City's gross negligence or willful misconduct.

6. MAINTENANCE, REPAIRS, AND ALTERATIONS. Lessee has inspected the premises and accepts the premises in the present condition with the following exceptions:

- a. City will include all buildings on current property insurance
- b. Lessee will provide a liability insurance certificate to City

Lessee shall maintain all buildings constructed on the property in a clean and neat condition and upon the termination of this agreement, Lessee shall surrender all property and buildings constructed in as good a condition as received. Any improvements that cannot be removed from the premises shall become a part of the premises and remain after the termination of this agreement. City shall be responsible for the routine maintenance of the remaining property after contract termination.

7. OPERATION EXPENSE: Lessee agrees to pay all operating expenses associated with the building, not otherwise provided, or paid for by the Girl Scouts or donated, including water, electricity, sewer, trash removal, and similar expenses.
8. RIGHT OF INSPECTION. City reserves the right to enter upon the leased premises to inspect the premises or for any other lawful purpose arising from the ownership of the leased premises, so long as it does not interfere with the rights of Lessee. Lessee will provide City with any changes to the contact person on file with City on an annual basis.
9. BREACH BY LESSEE. If default be made in the payment of rent at the times provided above, or if Lessee shall break any of the material terms of this agreement or shall willfully or maliciously do injury to the leased premises, City shall have the right to immediately re-enter the premises and take possession without notice to Lessee. This remedy shall be in addition to any other legal remedies available to City.
10. ATTORNEY FEES. In case suit should be brought for recovery of the premises, or for any sum due, or because of any acts which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fee.
11. SUCCESSORS and ASSIGNS. This agreement shall be binding upon the successors and assigns of both City and Lessee.

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

ALWAYS A FUTURE FOR KIDS

CITY OF WEST PLAINS

President

Mayor Michael Topliff

Secretary

City Clerk Kellie Mayers