



City of West Plains
1910 Holiday Lane
West Plains, Mo.
417.256.7176

March 2, 2026

To: Sam Anselm, City Administrator
Kellie Mayers, City Clerk

From: Tony Abbruzzo, Civic Center Manager

Re: Lease Agreement – Missouri State University & West Plains Civic Center

Executive Summary

The purpose of this resolution is to renew an annual lease agreement with Missouri State University for the utilization of the West Plains Civic Center.

Discussion

Minor changes will be made in comparison to last year's agreement. They are as follows:

- Section 4 - The annual payment by Lessee to Lessor was changed to \$133,332.00.
- Section 14 – The title for the MSU contact was changed to Associate Vice Chancellor of Administrative Operations.
- Section 18 – The title of the section was changed to Grizzly Club.
- Signature Page – The title for the MSU signee was changed to AVC of Administrative Operations.
- Appendix B – The cost of the Projection Screen 10.6'x14' was changed to \$250.00.
- Appendix C – An updated Proof of Insurance letter was added.

Fiscal Impact

This agreement will fund approximately 19% of the budgeted revenue for the Civic Center's General Fund.

BILL 2026-04

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF WEST PLAINS, MISSOURI, AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF WEST PLAINS AND THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY FOR THE PURPOSE OF LEASING TO THE UNIVERSITY CERTAIN SPACE WITHIN THE WEST PLAINS CIVIC CENTER FOR OFFICE, STORAGE, AND CERTAIN TYPES OF EVENTS.

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

Section 1: The city council hereby authorizes a lease agreement between the City and the Board of Governors of Missouri State University. The lease agreement shall be substantially the same in form and content as the document attached hereto as Exhibit A.

Section 2: The city administrator is hereby authorized to execute the lease agreement on behalf of the City of West Plains.

Section 3: This resolution shall be in full force and effect immediately following its passage and approval as provided by law.

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

CITY OF WEST PLAINS, MISSOURI

MAYOR MICHAEL TOPLIFF

ATTEST:

CITY CLERK KELLIE MAYERS

Civic West Plains Civic Center

LEASE AGREEMENT

This Lease Agreement (“Agreement”) is entered into this first day of 1 July, 2026 by and between the City of West Plains and The West Plains Civic Center Board, hereinafter referred to as “Lessor”, and the Board of Governors of Missouri State University, hereinafter referred to as “Lessee.”

1. **Factual Recitals:** The City of West Plains owns and operates the West Plains Civic Center a popular facility for everything from concerts to circuses, stage shows to athletic events and conferences to conventions. Because of its ideal location, the West Plains Civic Center serves the cultural and entertainment needs of south central Missouri and north central Arkansas. The West Plains Civic Center is located at 110 Saint Louis Street, West Plains, Missouri, is easily accessible by major highways, and draws audiences from a survey area of 120,000 people in a 60-mile radius of West Plains.
2. **Lease:** Lessor agrees to lease office and storage space for the athletic teams on the second floor (consistent with the athletic office designations on the floor plan on the attached Appendix D) and use of event and meeting space as scheduled to the Lessee to be used for certain Missouri State University - West Plains functions.
3. **Commencement Date and Term:** This Agreement shall commence on July 1, 2026 and end on June 30, 2027.
4. **Payment:** In consideration of the leasing of said facility, Lessee shall pay Lessor the sum of One Hundred Thirty Three Three Hundred Thirty Two Dollars (\$133,332) for the year. The amount is to be paid in twelve monthly payments of Eleven Thousand One Hundred Eleven Dollars (\$11,111.00) with the first payment due and payable on the first of July, 2026 and each succeeding payment becoming due and payable on the first of day of each month through June 1st, 2027.

Any further increases to this annual renewal contract will be set by the December CPI (Consumer Price Index) in the year of the current contract.

5. **Energy Conservation:** Both the Lessor and the Lessee agree to implement practices to conserve energy. A four-person task force, two people from each party, will be formed to create and/or update energy management guidelines. These guidelines should be followed by all parties and presented to the Civic Center Board yearly.
6. **Security:** Both the Lessor and the Lessee agree to use good faith efforts to implement practices to improve security. A four-person task force, two people from each party, will be formed to create and/or update security guidelines, giving due consideration to the financial conditions and limitations of the parties. These guidelines should be followed by all parties and presented to the Civic Center Board yearly.

11. Liability of Parties:

Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

No provision of this Agreement shall constitute a waiver of either party's right to assert a defense based on the doctrines of sovereign immunity, official immunity, or any other immunity available under law.

- 12. Right of Entry:** Lessor shall have the right to enter the leased area for routine inspection to ensure compliance with sections 5,6,7,8 and 9 of this Agreement, provided, however, that, except in the case of an emergency, the parties shall work together in good faith to coordinate the dates and times of such inspections to ensure that such inspections do not interrupt Lessee's business operations.

- 13. Scheduling Shared Areas:** Lessee will provide a schedule of Missouri State University - West Plains events to Lessor, for the term of this Agreement, no later than the fifteenth day of April preceding the commencement date of the Agreement. Any objections to that schedule of events will be returned to the Lessee within ten (10) days. Conflicts in scheduling will be resolved through provisions in section 14. Lessee will notify Lessor of any schedule changes no less than one week prior to the event, or sooner, when possible, to permit Lessor to offer the dates to other contractors. Schedule changes are subject to time and space availability.

Lessor will make every effort to allow daily practice times either in the arena or the exhibit hall. However, Lessor may need to contract for events at times which will utilize both spaces. Lessor can schedule events during athletic practices; however, Lessor will pursue events judiciously in recognition that athletic practices are vital to team performance. Lessor will make every effort to not schedule events during scheduled practice times on the day before a scheduled athletic event, such as basketball games and volleyball matches.

Lessor reserves one weekend per month for events in arena and exhibit hall or as agreed by both parties.

- 14. Scheduling Conflicts:** The Civic Center Manager and Associate Vice Chancellor of Administrative Operations will review the schedule. It shall be their responsibility to resolve any conflicts between the scheduling of events. If unable to reach a consensus, the Civic Center Board will have final resolution authority. It is agreed that the party initiating the change in schedule will be responsible for reimbursement of any additional cost incurred to relocate the events.

Each party shall be responsible for the movement and maintenance of their own property, regardless of who has rented the equipment.

Lessee is required to properly store all athletic equipment after each practice, game and match.

17. **Concessions, Gate Receipts and Vendors:** Lessor shall retain the concession operations at all events; however, Lessee may sell Missouri State University-West Plains apparel and other non-food items at Missouri State University-West Plains athletic events.

Lessee will retain all gate receipts for Missouri State University-West Plains' activities. Lessor will provide ticketing service for the Lessee events that include a One Dollar (\$1.00) ticketing fee charged and retained by the City. The City will provide to the University payment of the gate receipts (total ticket price minus the ticketing fee) by the 10th of the next month after the event. The Lessor will be responsible for submitting sales tax owed to the State of Missouri for each gate receipt. A detailed accounting to be furnished to the Lessee with each payment of gate receipts to outline gate receipts by game and sales tax paid.

Lessor will coordinate with Lessee concerning requests by vendors, profit or non-profit for vending space in the public areas of the center during Lessee events.

Both parties understand that food brought into the facility must be from an approved caterer or approved by the Civic Center Manager. If caterer charges for food, a 10% catering fee is due to the Civic Center. If food is complimentary, no fee is due. This includes all functions at the facility, e.g., athletic events, camps, leagues. The exception is a catering policy for the Athletics and Community Engagement.

18. **Grizzly Club:** Both parties understand that the Missouri State University-West Plains Grizzly Club may purchase, bring in and serve prepackaged food to Grizzly club members in the Blue Room, provided such food is approved by the Civic Center Manager or Lessor Board of Directors, which approval shall not be unreasonably withheld. The club may not sell any food items, and if popcorn and carbonated soft drinks, juice or bottled water is used in the blue room, it must be purchased from Lessor. If the current beverage supplier agrees to donate product and credits the Civic Center for that amount of product, this is an acceptable exception to the preceding sentence. The club is responsible for ordering products and supplies necessary for the Blue Room.

When Lessee's usage is for an athletic event, the Missouri State University-West Plains Grizzly Club shall have control and exclusive use of the south and east parking lots at the Civic Center, as in the areas contracted in the 2000-2001 year and any additional areas as agreed by both parties. Lessee agrees to provide parking permits to Grizzly club members. Lessee will be responsible for controlling access to the Blue Room. Lessor will be responsible to actively supervising staff that support inside Blue Room.

19. **Compliance:** The parties intend and agree that the provisions of this contract shall be governed by §70.210-320 R.S. Mo., and the officers identified herein are authorized and

Attachments:

Appendix A - West Plains Civic Center Rental Worksheet and Standard Setup

Appendix B - Missouri State University - West Plains Rental Property - Per Day Charges Worksheet

Appendix C - State Legal Expense Fund, RSMo. 105.711

Appendix D - Floor Plan

Appendix E – Banner Fundraiser Agreement

East Lawn _____ \$200 _____ \$125 _____

*Per day during business hours

**No arena floor charge for MSU, except end of basketball season to August 1 rate is \$250 per change.

K-12 School Rental Rate is 40% of Commercial Rate for A/Exhall/TH other rooms Non-Profit Fee

NOTE: Rental of meeting rooms and theater includes tables, chairs and table skirting as required.

Arena or Exhibit Hall staging, floor chairs and other equipment and support services are not part of rental rate.

Set-Up-Style

Theater – chairs with skirted head table

Banquet – 5 ft. or 8 ft. tables with chairs

Classroom – 8 ft. tables with chairs, skirted head table and skirted food tables

EQUIPMENT:

	Qty.		Total
Booths w/drapes	_____	\$ 17.50	_____
Cassette/CD Player	_____	\$ 10.00	_____
Chairs	_____	\$ 0.50	_____
Easel	_____	\$ 2.50	_____
Elec. Hook-up	_____	\$ 10.00 day	_____
Erasable Board	_____	\$ 10.00	_____
Flip Chart	_____	\$ 5.00	_____
Media/Projector Cart	_____	\$ 2.50	_____
Microphone, Lapel or Wireless	_____	\$ 5.00	_____
Pipe & Drape	_____	\$ 1.50 ft.	_____
Pipe w/o Drape	_____	\$ 1.00 ft.	_____
Podium w/Sound	_____	\$ 5.00	_____
Podium w/o Sound	_____	\$ 2.50	_____
Portable, Sound System	_____	\$ 25.00	_____
Projector	_____	\$ 25.00	_____
Projector Screen 5'	_____	\$ 5.00	_____
Projector Screen 12'	_____	\$ 200.00 (\$100 2 nd day)	_____
Staging	_____	\$ 10.00 section	_____
Table 8' Long w/chairs	_____	\$ 5.00	_____
Table 8' Long w/o chairs	_____	\$ 3.00	_____
Table 8' Long, skirted	_____	\$ 4.00	_____
Table 5' Round w/chairs	_____	\$ 5.00	_____
Table 5' Round w/o chairs	_____	\$ 3.00	_____
Table 5' Round skirted	_____	\$ 4.00	_____
65' Flat Screen with webcam	_____	\$ 25.00	_____

STAFFING:

Management on Duty	_____	\$ 18.25/hr	_____
EMT	_____	\$ 45.00/hr	_____
Housekeeping	_____	\$ 18.25/hr	_____
Police	_____	\$ 35.00/hr	_____
Stagehands/Security in house	_____	\$ 18.25/hr	_____
Ticket Sellers	_____	\$ 21.00/hr	_____
Ticket Takers/Ushers/Door Guards	_____	\$ 21.00/hr	_____

SERVICES:

Appendix A (cont.)

ARENA AND EXHIBIT HALL STANDARD AREA SET-UPS

Maximum athletic event setup requirements

Use of the arena floor

Use of scoreboard and goals/nets

Table skirted and two chairs in east lobby

Tables skirted w/chairs as required for incidental use

Tables skirted for university sales with electrical support

**Equipment provided for band setup- (as needed) platforms,
chairs, pipe and drape**

**Announcer table with 10 chairs to include announcer microphone, connection of scoreboard
control, shotclock control, and dunk monitor control units**

Missouri State University - West Plains team chairs

Sound system for announcer and national anthem

**Locker rooms, one per team, additional rooms as necessary for multiple team tournaments Locker
room for game officials**

Use of exhibit hall for tournaments

Score-table and team chairs

Chairs for spectators

Hospitality area for visiting team and coaches when required

Six round tables skirted and four banquet tables skirted for Grizzly Booster Club room

***Floor should be dust mopped two hours prior to the game and during half-time.**

***Volleyball and basketball practice setup to include scoreboards with scoreboard and shot clock control
unit.**

Appendix C

Appendix C

Appendix D

