

BILL NO. 1993

SPECIAL ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CUBA, MISSOURI, ON BEHALF OF SAID CITY, TO ENTER INTO AN EXTENSION OF THE LEASE AGREEMENT WITH NATIONAL MEDICAL BILLING SERVICES, INC

WHEREAS, the Board of Aldermen of the City of Cuba, Missouri (City), has determined that it is in the best interests of the City to enter into an extension of the lease agreement with National Medical Billing Services, Inc. for rental of property located at 1 Industrial Drive, Cuba, MO 65453.

BE IT ORDAINED, by the Board of Aldermen of the City of Cuba, Missouri, as follows:

Section 1: The City of Cuba, Missouri, shall enter into a lease extension with National Medical Billing Services, Inc. for rental of property located at 1 Industrial Drive, Cuba, MO 65453. A copy of said agreement is attached hereto as Exhibit A.

Section 2: The Mayor is hereby authorized to execute the agreement on behalf of the City.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF CUBA, MISSOURI, THIS ____ DAY OF _____, 2021.

CODY LEATHERS, MAYOR

Attest:

CHRISTINE NASH, CITY CLERK

(City Seal)

Approved this _____ day of _____, 2021.

CODY LEATHERS, MAYOR

Attest:

CHRISTINE NASH, CITY CLERK

(City Seal)

Approved as to the form.
WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C.

By: _____
Lance B. Thurman, #51214
901 North Pine Street, Fourth Floor
Post Office Box 47
Rolla, Missouri 65402
(573) 341-2266

ATTORNEYS FOR THE CITY OF CUBA, MISSOURI

Alderman	Vote on First Reading On _____, 2021	Vote on Second Reading On _____, 2021
Kevin Copling		
Sam Black		
Debbie Martin		
Warren Graddy		
Curtis Holt		
Jeff Bouse		

LEASE AGREEMENT EXTENSION

THIS LEASE, made and entered into this ___ day of April, 2021 by and between, City of Cuba, MO, hereinafter referred to as "Landlord" and National Medical Billing Services, Inc., hereinafter referred to as "Tenant".

WITNESSETH in consideration of the rents and covenants herein set forth, to be kept and performed, the parties covenant and agree as follows:

1. **Location.** Landlord leases to Tenant and Tenant takes as a Tenant the following described premises located in the City of Cuba, Crawford County, Missouri, to-wit: Building located at 1 Industrial Drive, Cuba, MO 65453.
2. **Term.** The term of this lease shall commence on the 1st day of October 2020 and shall be a "month to month" lease. This "amended lease" shall supersede and replace all existing leases made between the parties concerning the above premises, the rent shall be \$5,000.00 and Tenant is responsible for the maintenance (excluding structural components) to include lawn care and snow removal. Landlord will be responsible for plumbing, roof and other structural components. Tenant shall pay all utilities.
3. **Rental Amount.** Tenant covenants and agrees to pay to Landlord, as rental for the lease as premises, the amount of FIVE THOUSAND Dollars (**\$5,000.00**) per month, payable in advance, on the first day of each full calendar month during the term, the first such payment to begin 30 days after the commencement of this lease. Tenant will promptly pay all rentals herein prescribed when and as the same shall be come due and payable. If Landlord shall pay any monies or incur any expenses in correction of violation of covenants herein set forth, the amounts so paid or incurred shall, at Landlord's option, be considered additional rentals, payable by Tenant with the first installment of rental thereafter becoming due and payable, and may be collected or enforced as by law provided in respect of rentals.
4. **Defaults.** If any default shall be made in the payment of rent or any part thereof at the time provided, or if Tenant shall abandon or vacate the premises, or shall become insolvent or shall make a general assignment for the benefit of creditors, or if, after thirty (30) days' written notice setting forth the default, default shall continue by Tenant in the performance or observance of any other covenant, term or condition herein contained to be performed on Tenant's part, Landlord may at his election terminate this lease by giving Tenant written notice thereof; and thereupon Tenant shall pay Landlord all sums then due under this lease; or Landlord may, with or without demand, reenter and take possession of the demised premises ,and in either case Tenant shall peacefully surrender possession thereof to Landlord. Upon taking possession hereunder, Landlord may at his election terminate this lease by giving Tenant written notice thereof, or Landlord may re-let the property as an agent for Tenant and Tenant shall be liable for and will pay the difference in the rental for the balance of the term and all other sums due under this lease.
5. **Maintenance.** Tenant will promptly replace at its own expense with glass of like kind and quality any plate glass of the Leased Premises which may become broken or cracked due to any act or negligence, by action or omission, of Tenant, its agents, employees, invitees or licensees, unless damaged by fire, or act of Landlord, its agents or employees. Tenant will maintain the leased premises at its own expense in a clean, orderly and sanitary condition. Tenant will comply with all laws and ordinances, rules and regulations of governmental authorities, and all regulations and

recommendations of the Fire Underwriters Rating Bureau. Tenant will in addition to the above, maintain all interior surfaces of the leased premises, specifically including carpet, floor covering, wall surfaces and ceiling surfaces. Tenant will be responsible for repairs to the heating and air conditioning units located in building and water heaters. Tenant shall be responsible for all repairs, installation, and maintenance to the electrical systems, heating systems, air conditioning systems. Tenant is limited to \$25,000.00 in expenses for maintenance per six month period excluding maintenance of the grounds. Tenant will assume maintenance of the grounds such as snow removal and grass cutting. Landlord will be responsible for plumbing, roof and other structural components.

6. **Repairs.** Tenant will keep the interior and exterior of the leased premises in good repair and will surrender the leased premises at the expiration of the term, or at such other time as it may vacate the leased premises, in as good condition as when received, excepting depreciation caused by ordinary wear and tear and damage by fire, unavoidable accident, or Act of God. Tenant will not overload the electrical wiring serving the leased premises or within the leased premises, and will install at its own expense, after obtaining Landlord's written approval, any additional electrical wiring which may be required in connection with Tenant's use of the premises.
7. **Alterations.** All decorations, construction, modifications, improvements, alterations, and additions deemed necessary by Tenant shall be made by Tenant at Tenant's expense and no decorations, alterations or additions shall be made without the written consent of Landlord. Any such decorations, alterations, or additions, except trade fixtures, made by Tenant shall be and remain the property of the Landlord and be surrendered with the premises as a part thereof upon termination of this lease and no compensation shall be due from Landlord for any such improvements.
8. **Signage.** Tenant shall have the right to install signage, including exterior fascia of the leased premises, pylon, monument, and/or pole signs subject to local government codes and ordinances. Said signage shall be at the sole cost and expense of the Tenant but shall not be installed until Landlord has reviewed and approved said signage. Tenant further agrees to maintain said signage in good condition and repair at all times.
9. **Common Areas.** Tenant shall have the right to nonexclusive use, in common, with others of all common areas, including automobile parking areas, driveways and footways, subject to the use by other Tenants and subject to the terms and conditions of this lease agreement and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord.
10. **Unused Spaces by Tenant.** Any spaced not being utilized by Tenant shall be available to Landlord for its use.
11. **Taxes.** Landlord shall pay all real estate taxes, exclusive of those attributable to fixtures of Tenant. In addition, Landlord shall maintain casualty insurance on the premises.
12. **Utilities.** The landlord shall pay utilities servicing its leased premises.
13. **Termination.** This lease may be terminated by either party by giving notice to the other party upon 30 days notice, by sending certified mail to addresses listed in paragraph 22. At the expiration or earlier termination of this lease agreement, Tenant shall, at Tenant's expense, remove all of Tenant's personal property, and repair all injury done by or in connection with the installation or removal of said property, surrender the leased premises, in as good condition as they were at the beginning of the

term, reasonable wear and tear excepted. All property of Tenant remaining on the leased premises after the expiration or earlier termination of this lease agreement shall be conclusively deemed abandoned and at Landlord's option, may be retained by Landlord, or may be removed by Landlord, and Tenant shall reimburse Landlord for the cost of such removal. Landlord may have any such property stored at Tenant's risk and expense. Tenant with the written permission of Landlord may alter, improve, construct or otherwise modify the existing structure. However, any such improvements or alterations shall be done at the Tenant's sole cost and shall become the property of the Landlord at the conclusion of this lease with no payment or compensation due to Tenant.

14. **Structural Changes.** Tenant shall not bore, cut into, or otherwise structurally weaken any column, beam, or other part of the premises for any purpose whatsoever without the written consent of Landlord, and in the event Tenant shall so bore, cut, or structurally weaken any part of the premises Landlord may at once enter and repair any damage done or replace any parts, and charge the costs of the same to the Tenant; or Landlord may, at its option pursue any other remedy herein provided.
15. **Nuisances.** Tenant shall keep and preserve the premises free from nuisance, and not use or permit the use of the premises, or any part thereof, for any purpose forbidden by law or by this lease. In case the rate of insurance on any building hereby demise or the building of which the demise premises are a part, shall be increased by reason of the use or occupancy of the demised premises, or any part thereof, by Tenant, either for the purpose for which same are hereby demised, or for any other purpose or use to which the same may be put by Tenant, Tenant shall upon demand pay forthwith to Landlord, as additional rent, the increased insurance premium.
16. **Inspections.** Landlord may at all reasonable hours enter upon any part of the premises for the purpose of examining the condition thereof.
17. **Damage to Tenant's Property.** Landlord shall not be liable to Tenant or any other person or corporation, including employees, for any damage to his person or property caused by water, rain, snow, frost, fire, storm or accident, or by breakage, stoppage or leakage of water, gas, heating and sewer pipes or plumbing, upon, about or adjacent to the premises.
18. **Damage or Destruction of Premises.**
 - a) If during the terms of this lease any principal building on the demised premises is totally destroyed from any cause then Landlord may declare that this lease shall become void, subject to the below provisions.
 - b) In case any such building is damaged to the extent that it is wholly untenable Landlord may, at its option, terminate this lease by giving tenant written notice thereof within ten days after such damage.
 - c) In case any such building is damaged to the extent that it is wholly untenable, but Landlord does not terminate this lease as above provided in Paragraph 16(b), and if such damage is repairable within sixty days from the date of damage, or in case any such building is damaged to an extent that it is not wholly untenable, Landlord shall repair any such building with all reasonable speed, after such damage.
 - d) In case any such building, without fault of Tenant, is damaged to the extent that it is wholly untenable and if such damage is not repairable within sixty days from the date of damage, Tenant may, at his option, terminate this lease by giving Landlord written notice thereof within ten days and for that purpose, shall have the right to enter the premises.

- e) In case any such building, without fault of Tenant, shall be destroyed or damaged, prepaid rent shall be refunded or credited in whole or in part, and future rent shall abate in whole or in part, as may be equitable under all the circumstances.
19. **Surrender on Termination.** The Tenant shall surrender the premises at the termination of this lease for any reason, and the same shall be in as good condition as received, ordinary wear and tear and providential destruction or damage excepted, and Tenant shall pay double rent for each day Tenant or anyone holding under him shall retain the demised premises after the termination of this lease.
20. **No Waiver.** No waiver of any right to reenter or terminate, by acceptance of rent or otherwise, shall waive any subsequent right to reenter or terminate for subsequent breach of any covenant, term or condition of this lease; nor shall any consent by Landlord to any assignment or subletting of the premises, or any part thereof, waive any of the covenants, terms or conditions of this lease, and the terms of this lease on assignments and subletting shall remain in full force and effect as to all subsequent assignments and sublettings.
21. **Attorney Fees.** If tenant defaults and the Landlord is required to bring any action at law or in equity against the Tenant to enforce any terms of this lease, the Tenant hereby agrees to pay the Landlord's reasonable attorney fees (including appellate fees), as they may be set by the court in which the original action was brought.
22. **Remedies Cumulative.** No mention in this lease agreement of any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either at law or equity; and the failure of Landlord to insist in any one or more instance upon a strict performance of any covenant of this lease agreement or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Landlord.
23. **Successors and Assigns.** This lease agreement and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns and shall be binding upon Tenant, its successors and assigns, and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been consented to by Landlord.
24. **Force Majeure.** Landlord shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond Landlord's control which shall include, without limitation, all labor disputes, power outages, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through Acts of God.
25. **Notices.** All notices from Tenant to Landlord required or permitted by any provisions of this lease agreement, shall be sent by registered or certified mail, directed to Landlord at 202 N. Smith St. Cuba, MO 65453. All notices from Landlord to Tenant so required or permitted shall be directed in the same way to Tenant at 7 Arnage Drive, Chesterfield, MO. 63005. Either party may, at any time or from time to time, designate in writing a substitute address for that above set forth, and thereafter notices shall be directed to such substitute address.

26. **Applicable Law.** This lease agreement shall be construed under the laws of the State of Missouri. Venue of any legal actions involving of this lease shall be in Crawford County, Missouri.
27. **No Liability.** Tenant agrees to keep in force, at its own expense, liability insurance with limits no less than **\$2,000,000.00 per person, \$2,000,000.00 per occurrence** deemed for the protection of itself, and its agents, employees, and invitees, and the property of the foregoing, against all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or property damage arising out of Tenants use of the leased premises. Such insurance shall name Landlord as an additional insured. Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Tenant of the leased premises or any part thereof or any other part of Landlord's property, occasioned wholly or in part by any act or omission of Tenant, its agents, contractors or employees. The Landlord, its agents and employees shall not be liable for any damage to property of the Tenant or to any property, goods, or things contained in the leased premises. Tenant shall not be entitled to claim a constructive eviction from the leased premises unless Tenant shall have first notified Landlord in writing of the condition or conditions giving rise thereto, and, if the complaints be justified, unless Landlord shall have failed within a reasonable time after receipt of said notice to remedy such conditions. Tenant shall obtain, for each policy of insurance secured by it, provisions permitting waiver of any claim against Landlord for loss or damage within the scope of the insurance, and Tenant, for itself and its insurers, waives all claims against the Landlord as to such claims covered by such insurance.
28. **Assignment or Subletting.** This lease shall not be assigned nor shall the premises or any part thereof be let or sublet or used or permitted to be used for any purpose other than as above provided without the written consent of Landlord. This lease shall be in full force and effect in the event of any sale of the premises or any change of control of the premises. Tenant is further granted a right of first refusal, during the time the lease is in effect, to match any sales price offered by a third party to purchase the leased premises and must elect to do so within thirty (30) days of receiving such notice or such right is waived.

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

Landlord:

Tenant:

By: _____

By: _____