BILL NO 447 ORDINANCE NO 447

AN ORDINANCE AUTHORIZING THE CITY OF WOOD HEIGHTS, MISSOURI, TO ENTER INTO A SPECIFIC LEASE AGREEMENT WITH LIGHTHOUSE PRESCHOOL, INC. A MISSOURI CORPORATION.

Be it ordained by the Board of Aldermen of the City of the City of Wood Heights, Missouri as Follows:

Section 1 The City of Wood Heights, Missouri is hereby authorized to enter into a certain lease agreement with Lighthouse Preschool, Inc. A Missouri corporation, a copy of said lease being attached hereto and incorporated herein by reference.

Section 2. The Mayor and the City Clerk of the City of Wood Heights are hereby authorized to execute said lease on behalf of said City.

Section 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Read three times and Passed by the Board of Aldermen this 1 day of May, 1984.

Mayor

Attest:

City Clerk

APPROVED BY THE Mayor this 1 day of May, 1984.

Mayor

Attest:

City Clerk

LEASE

THIS LEASE MADE AND ENTERED INTO THIS 1 day of May 1984, between City of Wood Heights, Missouri, a municipal corporation, hereinafter referred to as Lessor, and Lighthouse Preschool, Inc., a Missouri corporation, hereinafter referred to as Lessee,

WITNESSETH:

That the Lessor hereby leases unto the Lessee, and the Lessee hereby takes from the Lessor as Lessee, the public meeting room, restrooms, and kitchen located within the city hall building of the Lessor for a period commencing this date and terminating on the 30st day of ~~August~~ APRIL, 1985, upon the following terms and conditions which the respective parties covenant and agree to keep and perform:

1. The rental for the usage rights herein set out shall be the sum of $10.00 per year, the receipt of which is hereby acknowledged by the Lessor.

2. It is mutually agreed between the Lessor and Lessee:

(a) That the rental herein shall entitle the Lessee to use the premises devised herein from 8:00 a.m. to and through 1:30 p.m. from Monday through Thursday of each week to train and educate mentally and physically retarded children, and to use said premises from 1:30 p.m. to and through 4:00 p.m. for individual consultation and training by the therapist or therapists of the Lessee. Further, that Lessee may use the said premises from 8:00 a.m. to and through 4:00 p.m. Friday of each week for training and consultation by the therapist or therapists of the Lessee.

(b) That upon the giving of five days' notice, the Lessor may have use of the premises at any time.

(c) That the number of children in the premises at any time shall not exceed eighteen (18), and that at all times there shall be one staff member and/or trained volunteer for each six (6) children, or fraction of that number, located upon the premises.

(d) That either party may terminate this lease upon the giving of thirty (30) days' written notice to the other party of their intention to so terminate.

(e) That Lessee shall pay to the Lessor on a monthly basis, within five (5) days after the rendering of a statement, such sums for utilities as shall be determined as follows: Take the statements for corresponding month of the last calendar year; add to that billing the appropriate sum to make allowance for any rate increase since the last corresponding calendar month; and then subtract that sum from the current month's billing, this difference to be the amount due Lessor from Lessee.

3. Lessor covenants and agrees that it has good title to said premises and good right to make this lease. Further, that it will put the Lessee in possession of said premises at the time herein set out and the Lessee, paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on its part contained, shall peaceably hold and enjoy the demised premises during the term hereof, at the times set out,

without any interruption, except as herein provided, by the Lessor or any other person or persons rightfully claiming the same.

4. The Lessee covenants and agrees:

(a) To use said premises at the times herein set out for the sole and only purpose of training, educating, and caring for mentally and physically retarded children, and for training and consultation with the parents or legal guardians of said children, or other persons working with said children.

(b) To maintain a policy of property damage and personal liability insurance upon said premises in a company and to an amount acceptable to the Lessor. Lessee further agrees that it will pay any damage to said premises not covered by the insurance aforesaid, excepting ordinary wear and tear. Further, Lessee agrees that it will hold the Lessor harmless from any liability for personal injury or property damage sustained by persons upon the premises for Lessee's purposes.

(c) To provide all supplies necessary for its operation, including, but not limited to, toiletries, cleaning supplies, and kitchen supplies, as needed.

(d) To clean and maintain the premises, including the kitchen, if used, on a daily basis.

(e) To install at its expense, and maintain at its expense, a telephone for use by the Lessee.

(f) To provide such cabinets and other storage facilities as may be necessary to store Lessee's supplies and training materials, at its expense.

(g) To surrender said premises at the end of the term of this lease, or upon notice as herein provided, and in as good a condition as received, ordinary wear and tear excepted.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this lease to be executed by their proper officers, and have affixed hereto their corporate seals in duplicate originals the day and year first above written.

LESSOR
CITY OF WOOD HEIGHTS, MISSOURI

By _____
MAYOR

ATTEST:

_____
CITY CLERK

LESSEE
LIGHTHOUSE PRESCHOOL, INC.

By _____
PRESIDENT

ATTEST:

_____
TREASURER