

RESOLUTION NO. 2019- 81

A RESOLUTION ACCEPTING AND APPROVING A LEASE AGREEMENT WITH THE ROCK SPRINGS YOUNG AT HEART, A NONPROFIT WYOMING CORPORATION, AND AUTHORIZING TIMOTHY A. KAUMO, AS MAYOR, AND MATTHEW L. MCBURNETT, AS CITY CLERK, TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF ROCK SPRINGS.

WHEREAS, the Rock Springs Young at Heart, a nonprofit organization, wishes to enter into a lease agreement with the City of Rock Springs for use of the building located at 2400 Reagan Avenue, Rock Springs, WY, for the operation and maintenance of a senior center facility and a child care facility for residents of the City of Rock Springs, Wyoming; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Lease Agreement before it and has given it careful review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the Lease Agreement with the Rock Springs Young at Heart, a nonprofit Wyoming corporation, attached hereto and by this reference made a part hereof, be, and it is hereby, accepted and approved on behalf of the City of Rock Springs.

Section 2. That the Mayor of said City be and he is hereby, authorized, empowered and directed to execute said Lease Agreement on behalf of said City; and that the City Clerk of said City, be, and he is hereby, authorized and directed to attest said agreement, and to attach to each duplicate original of said agreement a certified copy of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2019.

President of the Council

Attest:

Mayor

City Clerk

AWD
5/30/19

LEASE AGREEMENT

This Lease Agreement made and entered into this _____ day of _____, 2019, by and between the City of Rock Springs, Wyoming, a municipal corporation within the State of Wyoming (hereinafter referred to as “Lessor” or “City”) and the Rock Springs Young At Heart, a nonprofit Wyoming corporation (hereinafter referred to as “Lessee” or “RSYAH”).

WHEREAS, the City of Rock Springs, Wyoming, and the Rock Springs Young At Heart, desire to enter into a Lease Agreement whereby the RSYAH would lease from the City a building which has been constructed on property held by the City and located at 2400 Regan Avenue, Rock Springs, WY, to be used exclusively by RSYAH pursuant to the provisions set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AND UNDERSTOOD AS FOLLOWS:

1. **DEMISE AND TERM.** The Lessor, City, for and in consideration of the covenants and agreements hereinafter contained, does hereby lease to the Lessee, RSYAH, that certain building located at 2400 Reagan Avenue, Rock Springs, Wyoming. Said building shall be used exclusively by RSYAH pursuant to the provisions set forth hereafter.

TO HAVE AND TO HOLD the above described premises and property unto Lessee from the 24th day of June, 2019, for, during and until the 23rd day of June, 2024, being a term of not more than five (5) years, unless the Lessor, City, or Lessee, RSYAH, shall exercise its right to terminate pursuant to the provisions of Section 17 hereafter. Thereafter, Lessee shall have the option to renew this Agreement, including such modifications as are mutually agreed upon, for up to four (4) consecutive five (5) year terms.

The obligation of the Lessee hereunder to 1) commit substantial funding to the operation of the facilities in the future for purposes of providing services to the senior population of the City of Rock Springs and surrounding areas, and 2) provide the child care services as specified, for the term of years as specified, has been determined by the City or Rock Springs to constitute a significant benefit and advantage to the City and RSYAH and its resident seniors and working parents with young children, and the term of this Lease has been established in consideration of such benefit and advantage.

2. **PURPOSE.** The above described lease premises are to be used and occupied by the Lessee, RSYAH, as a place to operate and maintain a senior center facility and a child care facility for residents of the City of Rock Springs, Wyoming, pursuant to such criteria as may be established by the RSYAH and approved by the City for use of such facility.

3. **RENTAL PAYMENTS.** The Lessee, RSYAH, in consideration of the lease herein contained shall pay to the Lessor, City, as rent for the same, the sum of Five Hundred Dollars (\$500.00) per year. Said sum shall be due and payable upon the execution of this lease agreement and on or before the 31st day of December of each year thereafter during the term of this lease.

4. **RESTRICTIONS.** The Lessee, RSYAH, shall not hypothecate nor assign this lease, nor sublet the premises nor any part thereof, and shall not use or permit the same or any part thereof to be used for any other purpose than as above stipulated, without the prior written approval of Lessor, City, as set forth below. Specifically, in this regard, City and RSYAH contemplate that a portion of the leased premises shall be sublet to a tenant, selected by RSYAH, which shall provide child care for residents of the City upon such terms and conditions as may be approved by the City. Additionally, the City and RSYAH contemplate that three (3) office spaces located within the

building may be sublet to government agencies or sub agencies pursuant to the provision of the City of Rock Springs policy for use of city facilities. RSYAH may also occasionally rent the main room for social and other gatherings in a manner that is consistent with the City of Rock Springs policy for use of city facilities.

5. **RISKS.** The Lessee, RSYAH, shall assume all risks incident to or in connection with the use of the property and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations, and shall indemnify, defend and save harmless Lessor, City, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatever kind or nature arising directly or indirectly out of its operation, or resulting from the carelessness, negligence, or improper conduct of the Lessee or any of its agents or employees, patrons, customers, or invitees.

6. **INDEMNITY INSURANCE.** The Lessee, RSYAH, at its expense, shall keep in force during the term of this lease, insurance, issued by a responsible insurance company or companies and in form and amount acceptable to the Lessor, City, for protection of the City and the RSYAH against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or be recovered from either the RSYAH or City, by reason of damage to the property of or injury or death of any person or persons on account of any matter or thing which may occur on the demised premises.

7. **FIRE INSURANCE.** Each party hereto shall keep its interest in the demised premises, the building in which the demised premises are located and its property located within or about the demised premises, insured at its own expense against fire, extended coverage

and such other risks as it may choose, by policies issued by responsible insurance companies and in form acceptable to the City.

8. **INSURANCE POLICIES.** The original of all insurance policies required to be carried by the Lessee, RSYAH, pursuant to this agreement shall be submitted to the Lessor, City, on request for its inspection, and certificates of such insurance shall be delivered to the office of the City Clerk from time to time as such policies are written, and all such certificates shall contain a provision that the respective insurers will not cancel such insurance coverage required under this lease without first giving twenty (20) days prior written notice to the City. At all times the RSYAH is operating any of its operations hereunder, it shall maintain in full force and effect valid insurance policies of the kind, in the amount and with the type of companies required by this Lease. All insurance policies required to be furnished by the RSYAH hereunder, may be blanket policies covering the demised premises and other properties and premises owned or operated by the Lessee.

9. **CONDITION OF PREMISES.** Lessee, RSYAH, stipulates that it has examined the demised premises, including all the grounds, and all buildings and improvements, and that they are at the time of the execution of this lease in good order and repair and in a safe, clean and tenantable condition.

10. **ALTERATIONS AND IMPROVEMENTS.** Lessee, RSYAH, shall make no alterations to the buildings on the demised premises without the prior written consent of Lessor, City. All alterations, changes and improvements built, constructed or placed on the demised premises by RSYAH, with the exception of fixtures removable without damage to the premises and moveable personal property shall, unless otherwise provided by written agreement between the City and RSYAH, be the property of the City and remain on the demised premises upon termination of this Lease.

11. **TAXES, LICENSES AND OTHER CHARGES.** The Lessee, RSYAH, shall pay promptly all taxes and excise license fees of whatever nature, applicable to its operation and take out and keep current all municipal, state or federal licenses required for the conduct of the enterprise, and further shall not permit any of said taxes, excise or license fees to become delinquent. RSYAH shall pay and discharge all taxes, assessments, penalties, charges, rates or liens of any nature whatsoever if any there may (during the term here of or any renewal) be levied, assessed, charged imposed or claimed on or against the demised premises or any improvements or fixtures thereon or appurtenances thereto, and any part thereof, or against the City by reason of ownership of the land, by whatever authority levied, assessed, charged, imposed, or claimed.

12. **UTILITIES.** The Lessor, City shall provide for utility services required on the demised premises, including gas, electricity, water and sewer connections and services and shall pay all charges therefore as they become due. Any additional services shall also be at the expense of Lessee, RSYAH.

13. **CUSTODIAL.** The Lessee, RSYAH shall furnish all necessary custodial, janitorial, and general housekeeping services including such materials, as tools, sanitary supplies, light bulbs, soaps and cleaning compounds, window washing, cleaning of restrooms, maintaining all areas in the demised premises free of trash, papers, glass, cans, rubbish or debris and providing suitable containers therefore; and, any and all similar, such general custodial, janitorial and housekeeping services. A schedule detailing the requirements for such custodial, janitorial and housekeeping services shall be established by the City and delivered to the RSYAH. In the event that these custodial, janitorial and housekeeping requirements are not met by RSYAH, the City may enter said premises (without such entering causing or constituting a termination of this lease or an interference with the possession of the demised premises by RSYAH) and cure the default.

Should such event occur, RSYAH agrees to pay the City, in addition to the fees hereby reserved, all reasonable costs and expenses incurred by the City in curing such default.

RSYAH shall cause the grease traps located at the site to be cleaned on a quarterly basis or more frequently as directed by the City. RSYAH shall give the Director of Engineering and Public Services for the City of Rock Springs, timely advance notice of cleanings and a representative of the City shall be present and/or log such cleanings. If RSYAH fails or refuses to arrange for such cleanings or to give such notice, the City may arrange for such cleanings to be performed.

14. **GROUNDS MAINTENANCE.** Lessor, City, shall provide for snow removal as required at the demised premises including parking areas and sidewalks. Lessee, RSYAH shall be responsible for the maintenance of the landscaped areas adjacent to the facility.

15. **MAINTENANCE, REPAIRS AND REPLACEMENT.** Lessee, RSYAH shall, at all times, maintain in good order and repair, all City owned facilities, buildings, equipment, furnishings, furniture and fixtures hereunder. All maintenance, repairs and equipment replacement done at the Lessee's direction will be subject to prior approval and general inspection by the Lessor to ensure a continuing quality of maintenance and repairs and to maintain appearance and physical condition of the demised premises commensurate with standards established by the City.

Any maintenance or repair which is estimated to cost in excess of five hundred dollars (\$500.00) shall require the preapproval of the City, except in the case of an emergency.

In addition, the City shall have the right to improve or replace or alter any and all existing and future service facilities and their tubes, pipes, lines, mains, wires, conduits, and equipment on or about the premises and to enter upon the said premises at all reasonable times, and upon reasonable notice, to make such improvements, replacements, and alterations as may, in the opinion of the City, be deemed necessary or advisable and, from time to time, to construct or install

over, on, in or under the premises new such systems and all required tubes, pipes, lines, mains, wires, conduits and equipment; PROVIDED HOWEVER, that the same shall be done so as to interfere as little as reasonably possible with the Lessee's operations. Nothing herein contained shall be construed so as to impose upon the City any obligation to improve, replace or alter said service facilities, nor to impose any liability for doing so or failing to do so.

16. **FORFEITURE.** This lease shall be void and forfeiture hereof shall be declared by the Lessor, City, at the election and sole discretion of the Lessor, in the event of Lessee, RSYAH's, violation of any provisions of this lease to be kept and performed by Lessee. Lessor shall provide Lessee with written notice of its default and Lessee shall be given thirty (30) days thereafter within which to cure such default. After providing notice and opportunity to cure and upon declaring of forfeiture, City shall have right of immediate possession of the premises.

17. **WAIVER.** The waiver by Lessor, City, of any breach of any term, covenant or condition herein contained shall not be deemed to be a continuing or permanent waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by City shall not be deemed to be a waiver of any preceding breach by Lessee, RSYAH of any term, covenant or condition of this lease, other than the failure of RSYAH to pay the particular rental payment so accepted, regardless of City's knowledge of such preceding breach at the time of such acceptance.

18. **TERMINATION.** Either party may terminate this agreement by providing written notice to the other, not less than six (6) months prior to the expiration of the initial or any renewal term of this Lease. Lessor, City, shall have right of immediate possession of the premises upon termination or expiration of this Agreement.

19. **NOTICE.** Any notices which are required hereunder or which either Lessor, City, or Lessee, RSYAH, may desire to serve upon the other shall be in writing and shall be deemed served when delivered personally or when deposited in the United States mail, postage prepaid, return receipt requested, addressed to Lessee, Rock Springs Young At Heart, 2400 Regan Avenue, Rock Springs, WY 82901, or addressed to Lessor City of Rock Springs, 212 D Street, Rock Springs, WY 82901.

20. **RIGHT OF ENTRY .** Lessor, City, and its agents shall have the right to enter into and upon the demised premises or any part thereof, at all reasonable hours for the purpose of inspecting the premises, and all buildings and improvements thereon. Except in emergencies, City shall give RSYAH at least twenty four (24) hours advance notice before exercising its right to enter upon the demised premises.

21. **SURRENDER OF THE PREMISES.** At the expiration of the lease term or when sooner terminated as provided herein, the Lessee, RSYAH, shall quit and surrender the premises hereby demised in as good a state and condition as they were at the commencement of this lease, reasonable use and wear and tear excepted.

22. **COMPLIANCE WITH LAWS.** Lessee, RSYAH, agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the demised premises and the use thereof, whether such laws, ordinances, rules and regulations exist at the time of the execution of this lease or come into existence during the term hereof or during any renewal period.

23. **SEVERABILITY.** Any provision of this lease found to be in violation of any law, regulation or ordinance shall not invalidate this lease. Any unlawful provision shall be deemed separate and apart from all other provisions herein and stricken from this lease and all

other remaining terms and provisions shall remain in full force and effect as though the stricken provisions had never appeared in this lease.

24. **BINDING EFFECT.** The provisions of this lease shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS HEREOF, this lease has been executed by Lessor, City and Lessee, RSYAH the date first above written.

ATTEST:

CITY OF ROCK SPRINGS

City Clerk

By:

Mayor

ATTEST:

ROCK SPRINGS YOUNG AT HEART

Ryan Rust

Executive Director

By:

Amy Leslie

Board Chairman