



Municipal Center  
1011 Municipal Center Drive  
Town & Country  
Missouri 63131-1101  
Tele. (314) 432-6606  
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Jonathan F. Dalton  
Mayor

John R. Copeland  
City Administrator

**NOTICE OF WORK SESSION  
BOARD OF ALDERMEN  
MONDAY, FEBRUARY 8, 2010 6:30 P.M.**

Notice is hereby given that the Board of Aldermen will hold a Work Session on **MONDAY, FEBRUARY 8, 2010, 6:30 P.M.** at the Municipal Center, 1011 Municipal Center Drive, Town and Country, Missouri, 63131, on the following agenda item(s):

**WORK SESSION AGENDA**

1. Request from Town & Country Symphony to lease space at Longview
2. Discussion – Regular Meeting Agenda Items

**AGENDA**  
**BOARD OF ALDERMEN**  
**CITY OF TOWN AND COUNTRY, MO**  
**MONDAY, FEBRUARY 8, 2010 7:00 P.M.**

**PLEDGE OF ALLEGIANCE**

**CALL TO ORDER**

**ROLL CALL**

**MINUTES – 01/25/10**

**HEARING FROM CITIZENS**

**PRESENTATION BY METRO**

**PUBLIC HEARING(S)**

**APPOINTMENTS**

- Planning & Zoning Commission
- Public Art Commission

**COMMUNICATIONS AND REPORTS**

- Commission Chairmen
- City Administrator

**UNFINISHED BUSINESS**

**NEW BUSINESS**

1. **Bill No. 10-04 (Wright)**  
An Ordinance authorizing the City Administrator to execute a Lease Agreement with the Town & Country Symphony Orchestra for office space at the Longview Farm Park House (1<sup>st</sup> reading)
2. **Approval of Purchase Order**  
Protective body armor and ballistic equipment - Police
3. **Warrant List**

**OTHER**

**ADJOURN**

**MOTION AND ROLL CALL VOTE TO MOVE TO CLOSED MEETING**

**A motion may be made to close the meeting pursuant to Section 610.021(1), (2), (3), and (13) RSMO 2000, to discuss legal actions, real estate, litigation, attorney/client privileged communications and to discuss personnel matters.**

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First reading:  
Second reading:

Introduced by Alderman Wright

**BILL NO: 10-04**

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR  
TO EXECUTE A LEASE AGREEMENT WITH THE  
TOWN & COUNTRY SYMPHONY ORCHESTRA  
FOR OFFICE SPACE AT THE LONGVIEW FARM HOUSE**

**WHEREAS**, the Board of Aldermen recognizes that the *Town & Country Symphony Orchestra* is a non-profit civic association in the City of Town and Country.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF TOWN AND COUNTRY, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:**

Section 1. The City Administrator is hereby authorized to execute the *Town & Country Symphony Orchestra Longview Lease Agreement* ("Agreement"), which allows *Town & Country Symphony Orchestra* ("Lessee") to occupy the former library of the Longview Farm House ("Leased Space") at Longview Farm Park in the City of Town and Country, for use as office space. A copy of said Agreement is attached hereto and by this reference made a part of this Ordinance as Exhibit "A".

Section 2. This Ordinance shall be in full force and effect after passage and approval as required by law.

Passed by the Board of Aldermen for the City of Town and Country, Missouri, this day of , 2010.

\_\_\_\_\_  
Presiding Officer

Attest:

\_\_\_\_\_  
Pamela Burdt, City Clerk

Signed this day of , 2010.

**BILL NO: 10-04**

**ORDINANCE NO.**

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Jonathan F. Dalton  
Mayor, City of Town and Country

Attest:

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Pamela Burdt, City Clerk  
Longview T&C Symphone Lease 2010

**Town & Country Symphony Orchestra**  
**Longview Lease Agreement**

**THIS AGREEMENT**, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_ day of , 200\_, made by and between the **City of Town and Country, Missouri** (hereinafter "City") and **the Town & Country Symphony Orchestra** (hereinafter "Lessee"). These parties warrant that they have the right to enter into this **AGREEMENT**.

**1. LOCATION, TERM AND FEES**

In consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Lessee, the City agrees to allow Lessee to occupy the former master bedroom of the Longview Farm House (hereinafter "Leased Space") at Longview Farm Park in the City of Town and Country, Missouri, from February 1<sup>st</sup>, 2010, through January 31<sup>st</sup>, 2011.

This Agreement shall be renewed automatically by the parties, for the period of one (1) year upon payment of the aforesaid consideration by February 10<sup>th</sup>, 2011. This Agreement shall each year thereafter be renewed automatically upon payment of the aforesaid consideration by February 10<sup>th</sup> of the proceeding year.

**2. FACILITY IMPROVEMENTS**

Before making any improvements to the Leased Space, Lessee shall obtain the prior approval of the City Administrator. Any and all requested improvements shall be described in detail, including an estimate of the cost of construction, and value upon completion. All applicable permits must be obtained prior to beginning work on any approved improvements. City permit fees shall be waived.

Upon termination of the lease by either party, or due to the expiration of the lease terms, Lessee will receive no monetary or other remuneration for the value of any improvements made to the Leased Space.

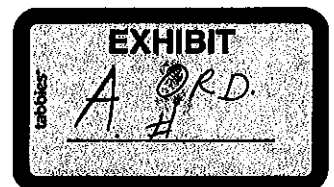
**3. RISK OF LOSS AND LIABILITY INSURANCE**

Lessee warrants that it presently carries, in full force and effect, and shall to continue to carry throughout the period of this Agreement, general business liability insurance naming the City as an additional insured.

Before the Lessee begins to occupy the Leased Space, Lessee shall provide the City Administrator with a Certificate of Insurance evidencing such insurance.

**4. INDEMNIFICATIONS AND HOLD HARMLESS**

Lessee, at its sole cost and expense, hereby agrees to indemnify, protect, defend (with counsel acceptable to the City) and hold harmless the City, its elected officials, officers, and employees, from and against any and all claims, demands, liabilities, fines charges, penalties, administrative and judicial proceedings and orders, judgments, remedial



actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the activities performed, or failed to be performed, by the Contractor under this Contract, except to the extent arising in whole or in part from or caused by the negligence or willful misconduct of the City, its elected officials, officers or employees. This indemnification shall survive the expiration of this Contract.

## **5. MISCELLANEOUS RULES**

- a) Lessee shall provide its own phone and internet service at its own expense.
- b) Lessee agrees to use the Leased Space only during the regular office hours of the Longview Farm House.
- c) Lessee agrees that any use outside of the regular office hours of the Longview Farm House requires the prior approval of the Parks and Recreation Director.
- d) Contact information shall be updated without delay and as necessary.
- e) Lessee shall not use the Leased Space to conduct any for-profit business ventures.
- f) Lessee shall pay for all changes to any doors of the Longview Farm House required under the fire code due to this Agreement.
- g) Lessee shall have keys to the Leased Space only. Lessee shall not have keys to the exterior doors of the Longview Farm House.
- h) Lessee shall be permitted to receive mail at the Longview Farm House.

## **6. DEFAULT**

As provided under Section 8, below, either party may terminate this Agreement upon thirty (30) days written notice to the other party. Such termination will not be considered an event of default.

In the event of a default by one party, the other party shall have the right to recover their legal fees and expenses incurred, if any, as a result of said default.

Any payment due to the City under this Agreement shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall constitute an event of default by the Lessee.

Acceptance by the City of any late payment shall not constitute a waiver of subsequent due dates or events of default.

## **7. ASSIGNMENT**

Lessee may not assign this Agreement without the express written consent of the City.

## **8. NOTICE OF TERMINATION**

Notwithstanding any provisions to the contrary, either party to this Agreement shall have the right to terminate this Agreement, without cause, upon thirty (30) days written notice to the other party.

In the event the City is required to bring an eviction action, Lessee agrees to pay to the City all reasonable attorney's fees and court costs associated with said eviction.

Executed on the date first set forth above.

By: \_\_\_\_\_  
John Copeland, City Administrator  
City of Town and Country, Missouri

Attest:

\_\_\_\_\_  
Pamela Burdt, City Clerk

By: \_\_\_\_\_  
(Lessee's Signature)

Lessee's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Daytime Telephone Number: \_\_\_\_\_

Evening Telephone Number: \_\_\_\_\_