

RESOLUTION NO. R-17-10

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE OFFICE, SUBLEASE AGREEMENT BETWEEN THE CITY OF GLADSTONE, MISSOURI, AND OAKHILL DAY SCHOOL.

WHEREAS, the City of Gladstone, Missouri (the "City") entered into an Office, Sublease Agreement (the "Agreement") with Oakhill Day School ("Oakhill") for the sublease of office space located at the "Pollina Building"; and

WHEREAS, the Agreement contains provisions regarding amendments to the Agreement and termination of the Agreement; and

WHEREAS, the City and Oakhill wish to amend and terminate the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:


THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to negotiate and execute an amendment to the Office, Sublease Agreement between the City and Oakhill.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 27th DAY OF FEBRUARY 2017.



Jean B. Moore, Mayor

ATTEST:



Ruth E. Bocchino, City Clerk



Department of General Administration
Memorandum SCW17-07

DATE: FEBRUARY 23, 2017

TO: JEAN MOORE, MAYOR
R. D. MALLAMS, MAYOR PRO TEM
CAROL SUTER, COUNCILMEMBER
BRIAN HILL, COUNCILMAN
BILL GARNOS, COUNCILMAN

FROM: SCOTT WINGERSON, CITY MANAGER *Scott*

RE: OAKHILL LEASE AMENDMENT

Oakhill Day School has purchased and renovated the Gladstone Office Building. This action has served to expand the capacity of Oakhill into the future and serves to support the goals of Downtown Gladstone.

As a result, Oakhill has vacated leased space at the Dentistry for Children building. Under the terms of the lease, Oakhill is required to pay an early termination fee. This amendment allows Oakhill to pay the termination fee over the next thirty (30) months.

If you should have any questions please do not hesitate to contact me.

**FIRST AMENDMENT TO
OFFICE, SUBLEASE AGREEMENT BETWEEN THE CITY OF
GLADSTONE AND OAKHILL DAY SCHOOL**

THIS AMENDMENT is made as of February 27, 2017, by and between the City of Gladstone, Missouri (“Sub-Lessor”) and Oakhill Day School (“Sub-Lessee”) who entered into an Office, Sublease Agreement (“Sublease”) on May13, 2013;

WHEREAS, **Article XI. MISCELLANEOUS**, paragraph **Amendments** provides for amendments to the Sublease; and

WHEREAS, Sub-Lessee desires to amend the Sublease’s penalty provision for early termination of the Sublease; and

WHEREAS, Sub-Lessor desires to amend the Sublease’s penalty provision and supports the growth of Sub-Lessee in downtown Gladstone; and

WHEREAS, the Sub-Lessor and Sub-Lessee agree to amend the Sublease.

THEREFORE, in consideration of the mutual covenants and agreements made herein, the Sub-Lessor and Sub-Lessee agree to amended the Sublease as follows:

1. Effective November 1, 2016, **Article X. DEFAULT & REMEDIES** paragraph **Default**, section 4 of the Sublease is amended to read as follows:
 4. In the event this lease is terminated based upon the above described acts of default during the initial seven (7) year term then Sub-Lessee shall make payment to Sub-Lessor of \$100,000.00 in equal monthly installments, not to exceed thirty (30) months, following the event of default. Likewise, if the Lease is terminated during the three (3) year term Sub-Lessee shall pay \$75,000.00 to Sub-Lessor within One-Hundred and Twenty (120) days of the event of default, and if the lease is terminated by an event of default during the first five (5) year term then Sub-Lessee shall pay to Sub-Lessor \$12,500.00 within One-Hundred and Twenty (120) days of the event of default.
2. Effective the date of execution of this First Amendment, the parties hereby agree that the Sublease is terminated pursuant to **Article X. DEFAULT & REMEDIES**, and both parties are released from any obligations contained therein.

All other terms and conditions of the Sublease remained unchanged.

IN WITNESS, WHEREOF, the parties hereto have executed this First Amendment of the Sublease the day and year first above written and are duly authorized to execute the same.

SUB-LESSOR:

CITY OF GLADSTONE

By: Scott Wingerson

Name: Scott Wingerson

Title: City Manager

SUB-LESSEE:

OAKHILL DAY SCHOOL

By: Suzanne McCall

Name: Suzanne McCall

Title: Head of School

By: _____

Name: _____

Title: _____

ATTEST:

Ruth E. Bocchino

Ruth Bocchino, City Clerk, City of Gladstone, Missouri