

RESOLUTION NO. R-24-23

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE LEASE AGREEMENT BY AND BETWEEN THE CITY OF GLADSTONE, MISSOURI AND EVERGY METRO INC., FOR LEASE OF PROPERTY LOCATED AT THE 72ND STREET NORTH EVERGY SUBSTATION.

WHEREAS, the City of Gladstone presently leases property at the substation area known as the 72nd Street Tennis Courts at no cost; and

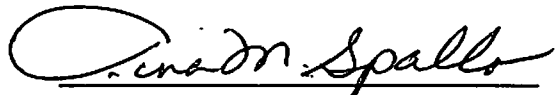
WHEREAS, such Lease Agreement originally executed in 1972 has expired and the City of Gladstone and Evergy Metro, Inc., mutually desire to enter into a first amendment to the lease for an additional ten-year (10) period with three (3) successive five-year (5) lease renewal terms thereafter; and

WHEREAS, such Lease Agreement will permit the City of Gladstone to modify the property by incorporating Pickleball courts, other recreational enhancements and expand the parking lot;

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 execute the First Amendment to the Lease Agreement with Evergy Metro, Inc., for a ten-year period under the terms and conditions set forth therein.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13TH DAY OF MAY 2024.


Tina M. Spallo, Mayor

ATTEST:


Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-24-23

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 5/7/2024

Department: Parks & Recreation

Meeting Date Requested: 5/13/2024

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: 72nd Street Tennis Courts Lease Agreement First Amendment.

Background: The lease for the 72nd Street Tennis Court locate between Evergy Metro Inc. and the City of Gladstone has expired. City Council has expressed an interest in converting the site to pickleball courts and enhancing the area by adding parking and a restroom.

Budget Discussion: The agreement is no cost to the City.

Public/Board/Staff Input: Staff has worked with Evergy Metro Inc. staff and developed a First Amendment to the existing agreement. Once executed, staff will begin the process of developing the site and converting the tennis courts to pickleball courts.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Justin Merkey
Department Director/Administrator

JM
City Attorney

BB
City Manager

First Amendment to Lease

This is a First Amendment to the Lease dated as of August 14, 1972, by and between Everygy Metro, Inc., a Missouri corporation, formerly known as Kansas City Power & Light Company, as Lessor, and City of Gladstone, a municipal corporation, as Lessee, relating to premises at Lessor's Gladstone Substation on 72nd Street North, in Gladstone, Clay County, Missouri. This Amendment shall be effective as of the later of the signature dates below.

Whereas, the parties desire to amend the terms and conditions of the existing Lease;

Now therefore, the parties agree as follows:

- 1. Term. The term of this lease shall be amended from five (5) years, commencing September 1, 1972 with automatic one (1) year renewal terms, to ten (10) years, commencing on June 1, 2024. At the end of amended term, the lease shall be thereafter automatically extended for three (3) successive five (5) year renewal terms; provided, however, that the conclusion of the amended term, either party may terminate this Lease upon ninety (90) days prior written notice to the other.**
- 2. Lessor's Installations. The Lessor has previously installed tennis courts, plantings, and parking. The Lessor further grants the Lessee permission to expand and/or modify these facilities, at its sole cost, to incorporate pickleball or other recreational activities and expand parking in the public use area identified in the original agreement. Said improvements shall not restrict access to Lessor's facilities.**
- 3. Lessor has repaved approximately 260 feet of Road within the leased premises.**
- 4. Lessee shall assume all responsibility for the operation, maintenance, replacement and/or resurfacing of the Road within the leased premises during the lease term. Roads outside the leased area including that to the telecommunications tower shall remain the responsibility of the Lessor or other responsible Party.**
- 5. Lessee acknowledges that Lessor routinely uses bucket trucks with a Gross Vehicle Weight Rating (GVWR) of at least 56,400 pounds. Wear and tear caused by trucks and equipment of this type and weight shall be considered ordinary and customary, and shall not be the responsibility of Lessor. Lessor shall have no obligation of repair or maintenance of the Road resulting from Lessor's customary use of the road in its normal operations, including the use of trucks and equipment as contemplated by this Paragraph 3.**
- 6. If the Road is damaged by Lessor, its contractors, agents or suppliers, due to the use of larger trucks or heavier equipment on the Road than as described in Paragraph 3, then Lessor shall be responsible to repair such damage, if Lessee makes a written**

request for the repair of the road within 60 days of each occurrence of the use of the Road by such heavy trucks and heavy equipment.

7. In the event of any conflict or discrepancy between this First Amendment and the rest of this Lease, the terms of this Amendment shall control. All capitalized terms not defined herein shall have the meaning given to such terms in the Lease. Except as explicitly amended hereby, the Lease remains in full force and effect and is hereby restated, ratified and confirmed in accordance with its original terms, as amended hereby.

Lessor: Evergy Metro, Inc.

By: Douglas Bills

Printed Name: Douglas Bills

Title: Sr. Manager - Facilities

Date: 5/14/24

Lessee: City of Gladstone

By: Robert M. Baer

Printed Name: Robert M. Baer

Title: City Manager

Date: 5/29/24