

AGENDA ITEM
December 16, 2025

Subject: Historical Society Lease agreement

Department: Administration

Attached is an agreement between the City of Nevada and the Vernon County Historical Society, INC allowing use of excess realty property known as the First Baptist Church site.

BILL NO. 2025-059

ORDINANCE NO.

A SPECIAL ORDINANCE AUTHORIZING THE CITY OF NEVADA, MISSOURI, TO ENTER INTO AN AGREEMENT WITH THE VERNON COUNTY HISTORICAL SOCIETY, INC. FOR THE USE OF EXCESS REAL PROPERTY

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, THAT:

Section 1. The City of Nevada, Missouri, authorizes the City Manager to enter into an Agreement with the Vernon County Historical Society, Inc. for the use of certain excess real property owned by the City.

Section 2. The Agreement, attached hereto and incorporated herein by reference as *Exhibit "A,"* provides for the Society to lease the property from the City at a rate of One Hundred Dollars (\$100.00) per year, with the lease term automatically renewing annually unless terminated in accordance with the Agreement.

Section 3. The Agreement attached as *Exhibit "A"* is hereby approved, and the City Manager is authorized to execute the Agreement on behalf of the City, together with any documents reasonably necessary to carry out its intent.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED, APPROVED and ADOPTED, by the City Council of the City of Nevada, Missouri, this _____ day of January, 2026.

(seal)

CAROL BRANHAM, MAYOR

ATTEST:

CYNTHIA DYE, CITY CLERK

**Lease of Grounds for The Use of
The Vernon County Historical Society, Inc.
A Missouri not for profit Corporation
Automatic Annual Renewals**

This lease is made and entered into this ____day of January 2026, by and between the City of Nevada, Missouri, Lessor, and The Vernon County Historical Society, Inc. Lessee. The parties with approval of their respective governing bodies recite and agree that:

Whereas, the City of Nevada, is a home rule charter Missouri municipality whose mailing address is City Hall, 1 10South Ash, Nevada, Missouri 64772, and

Whereas, the Vernon County Historical Society, Inc., was initially organized by the pro forma decree of the Circuit Court of Vernon County, Missouri, and thereafter on April 21, 1968, was recast under Article X of Chapter **XXXII** of the Revised Statutes of Missouri, 1929, into a Missouri not-for-profit corporation, and

Whereas, the Vernon County Historical Society, Inc., as such, has members but no shareholders and;

Whereas the parties desire to enter into a lease allowing use of excess realty of Lessor for lawful purposes of a not for profit historical society qualified as charitable and educational under section 501(c)(3) of the Internal Revenue Code;

Now therefore, in consideration of the mutual covenants contained in this agreement, the parties agree as follows:

The Leased Property

Lessor lets, leases and demises to Lessee the following described property in Nevada, Missouri known as the old First Baptist Church site the description of which is set out in Exhibit A, attached hereto and incorporated herein by reference.

Use of the Premises

Lessee will use the demised premises only for lawful purposes of a not for profit historical society qualified as charitable and/or educational under section 501(c)(3) of the Internal Revenue Code. Said programs, activities may include **but not be limited to** educational meetings or gatherings, educational programs centered on local and regional history, the Society's museum, its Bushwacker Jail or other Society assets of historical significance and for educational programs including but not limited to the history of the

Osage nation, events involving local outlaws as well and local military and law enforcement personnel all of significance to the history of the region.

One Year Terms, Automatically Renewable

The term of this lease agreement shall be for a period of one year commencing on the 1st day of January 2026 and ending on the 31st day of December, 2026, the period of the "lease year". Unless written notice of termination is provided by either party to the other prior to the end of any 'lease year' the lease will automatically renew from year to year. The owner reserves the right to terminate the lease at the end of any one year term by written notice signed by the City Manager, and any such termination concludes any claim to auto renewal thereafter. The parties agree that should use of the premises violate any federal or Missouri law or any local ordinance, the City Manager is to terminate the lease forthwith.

Annual Rental

The annual rental obligation assumed by lessee will be as follows:

- a. Lessee will pay lessor the sum of \$100 on or before the first day each lease year.
- b. Lessee will be responsible for mowing the property and attending to routine maintenance to keep the property safe for use by the public, and pay all costs associated with said maintenance obligations.
- c. Lessee will be responsible for maintaining the insurance required by the agreement and for naming the city as an additional named insured under the liability and any property coverage.

Construction of Improvements

Neither the lessee nor the lessor will construct improvements on the leased property without the written consent of the other. If the lessee builds on the leased premises the obligation to insure will be that of the lessee. On lease termination Lessee may remove any improvement it constructed with the consent of the city on reasonable clean up terms.

Liability Insurance

Lessee will maintain and provide routine up to date certifications that it has Public liability coverage of at least \$1,000,000 per person, \$2,000,000 aggregate. The city will be named on said policy as an additional named insured. Property insurance will not be required unless improvements are constructed on the property with mutual consent.

Taxes, if any, Repairs and Utilities

Lessee will pay when due, any taxes - if imposed on the property, costs of any repairs to the grounds or surface necessary to maintain safety for human use or to maintain the surface in a presentable lawn appearance., and any utility services utilized on the premises.

Assignment and Subleases

Lessee may not assign nor sublease the premises or allow use by a permittee, but may use the premises for any lawful purposes of a not for profit historical society qualified as charitable and educational under section 501(c)(3) of the Internal Revenue Code, so long as any revenue from use is solely and exclusively that of the lessee.

Governing Law - Entire Agreement

This lease will be governed by, construed and enforced in accordance with the laws of the State of Missouri. This agreement will constitute the entire agreement between the parties. No other understanding or purported agreement shall be binding except to the extent incorporated in this agreement.

Modification of Terms

Any modification of this agreement or additional obligation to be assumed by either party in connection with this agreement, shall be binding only if evidenced in a writing signed by each party duly authorized by the governing bodies of the respective parties.

Successors and Assign

This agreement shall bind and inure to the benefit of the respective parties and their successors. Neither party will be permitted assign this lease.

IN WITNESS WHEREOF, following approval by the governing bodies of the parties, the duly elected officials of the parties have executed this lease.

The City of Nevada, Missouri

By: _____
Carol Branham, Mayor

SEAL
ATTEST:

Cynthia Dye, City Clerk

The Vernon County Historical Society, Inc.

BY: _____

SEAL
ATTEST:

Corporate Secretary.

Exhibit A

EXHIBIT "A"

Legal Description

All of Block Fourteen (14) of the Original Town of Nevada, Missouri, Except the East one hundred fifteen (E115) feet thereof: the South Half(S ½) of the Southwest Quarter (SW 1/4) of Block Twenty-five (25) of Hall's Addition to the City of Nevada, Missouri, and a tract of land described as follows: Beginning at the Southwest Corner of said Block Twenty-five (25) of Hall's Addition, thence South Six (S6) feet, East one hundred sixty (E 160) feet, North Six (N 6) feet to the South line of said Block Twenty-five, thence West to the Point of Beginning, said Six (6) foot by 160 foot tract being in the Southeast Quarter (SE ¼) of the Southwest Quarter (SW¼) of Section Four (4), Township Thirty-five (35), Range Thirty-one (31), in Vernon County, Missouri.

Tract 2:

All of the East One Hundred Fifteen (E115) feet of Block Fourteen (14) of the original town of Nevada, Missouri. EXCEPT from Tracts I and 2 above, the following tracts of

Land:

Exception Tract A: A tract of land located in Block Fourteen (14), Original Town of Nevada, Missouri, as per the recorded plat thereof and further described as follows: Commencing at the Southeast corner of said Block Fourteen (14); hence due West 105.71 feet: thence North 00 degrees 21 minutes 42 seconds East to the North line of said Block Fourteen (14); thence East to the Northeast corner of said Block Fourteen (14); thence south along the east line of said Block Fourteen to the Point of Beginning of said tract.

Exception Tract B: A tract of land located in Block Fourteen (14), Original Town of Nevada and further described as follows: Commencing at the Southeast corner of said Block Fourteen (14), thence due West a Distance of 105.71 feet to the point of beginning, thence North 00 degrees 21 minutes 42 seconds east to the North line of Block Fourteen (14), thence due West a distance of 87.79 feet, thence South 00 degrees 21 minutes 42 seconds West to the South line of said Block Fourteen, thence due East a distance of 87.79 feet to the Point of Beginning.

Exception Tract C: A strip of ground described as beginning at the Southeast Comer of the Southwest Quarter (SW ¼) of Block Twenty-five(25) of Hall's Addition to the City of Nevada, thence South Six (6) feet thence West 33.50 feet more or less to the West line, if extended, of the above described tract, thence North six (6) feet to the South line of the Southwest Quarter (SW ¼) of Block Twenty-five (25) of Hall's Addition, thence East to the Point of Beginning.