

CITY OF ARDMORE
Office of City Manager

Council Letter No. 5620
Meeting Date: February 6, 2023

Mayor and City Commission
City of Ardmore, Oklahoma

RE: Termination of Lease Agreement between the City of Ardmore and Independent School District NO. 19 of Carter County, Oklahoma.

Dear Commission Members:

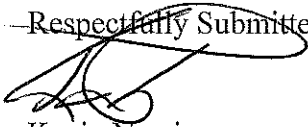
The Termination of Lease Agreement is between the City of Ardmore and Independent School District NO. 19 of Carter County, Oklahoma. On or about March 1, 2019, Independent School District NO. 19 of Carter County, Oklahoma entered into a lease for certain vacant property described as follows:

1997 Veterans Blvd., Ardmore, Oklahoma

The City of Ardmore and Independent School District NO. 19 of Carter County, Oklahoma by mutual agreement have agreed to enter into the Termination of Lease Agreement effective June 30, 2023.

Staff respectfully recommends approval of the Termination of Lease Agreement between the City of Ardmore and Independent School District NO. 19 Carter County, Oklahoma.

~~Respectfully Submitted,~~



Kevin Norris
Assistant City Manager

Reviewed by: _____



AGREEMENT FOR TERMINATION OF LEASE

THIS AGREEMENT is made on _____, 2023, between the City of Ardmore, Oklahoma (the "City") and Independent School District NO. 19 of Carter County, Oklahoma (the "Tenant").

WHEREAS, the City is the owner of the property situated at 1997, Veterans Blvd., Ardmore, Ok and has leased the subject property to the Independent School District NO. 19 of Carter County, Oklahoma. A copy of the lease is attached hereto as Exhibit 1.

WHEREAS, the Lease is set to expire on June 30, 2023.

WHEREAS, the Parties desire to amend the expiration date to June 30, 2023;

NOW THEREFORE, the Parties do hereby agree as follows;

1. Lease Expiration Date. Parties hereby amend the Lease Expiration Date to June 30, 2023 and all options to renew are hereby cancelled. Tenant will surrender complete possession of property to City on June 30, 2023.

2. Tenant's Release. Tenant, its officers, agents, affiliates (including parent companies and subsidiaries), successors, and assigns hereby releases remises and forever discharges City of and from all debts, demands, actions, causes of action, arbitration, claims, suits, accounts, covenants, contracts, agreements, and any and all claims, demands and liabilities whatsoever, both known and unknown, of any name and nature, and in law and in equity, which may be asserted against City, its heirs, successors, parents, owners, managers, subsidiaries, and assigns that Tenant now has, or ever had, arising out of any act, event, omission, or occurrence, which took place prior to the termination of the described lease agreement and specifically related to, all claims and defenses that were or could have been asserted in connection with the Lease Agreement and/or the Property.

3. Miscellaneous. This Agreement (including any exhibits hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral to written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state of Massachusetts, without regard to the conflict of law's provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile, PDF or email), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any exhibits hereto, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

Independent School District NO. 19 of Carter County, Oklahoma

By: _____

City of Ardmore

By: _____
Mayor

Attachments: Lease

Exhibit 1.

This Lease Agreement ("Lease") is made and effective February 26, 2019, by and between CITY OF ARDMORE OKLAHOMA ("Landlord") and ARDMORE INDEPENDENT SCHOOL DISTRICT NO. 19, CARTER COUNTY, OKLAHOMA, also referred to as ARDMORE CITY SCHOOLS, ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 1997 Veterans Blvd., Ardmore, Oklahoma. The portion of the building constituting the Leased Premises includes the shop bay area of the building, the bay offices and areas not used by the State of Oklahoma for the Driver's License testing. A sketch of the lease premises is attached hereto as Exhibit 1.

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed;

1. **Term.** Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning March 1, 2019 and ending June 30, 2019. Upon expiration of the initial term this agreement shall automatically renew for one year terms unless either party provides written notice of Intent not to renew. On March 1, 2019, Tenant shall have possession of the lease premises.
2. **Rent.** Tenant shall pay to Landlord rent during the initial term and during the renewal period lease of \$100.00 per month.
3. **Use.** Notwithstanding the forgoing, Tenant shall use the Leased Premises for the purposes of repair and maintenance of school buses and other vehicles owned by Tenant. Tenant shall not use the leased premises for any other purpose except by written consent of landlord
4. **Sublease and Assignment.** Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part since this lease is only entered into as an accommodation to the schools of Ardmore.
5. **Utilities.** Tenant shall pay all charges for sewer, gas, electricity, water, sewer, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord.
6. **Entry.** Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.
7. **Leased Premises Rules.** Tenant will comply with the rules of the Leased Premises adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. Tenant shall not conduct or permit any activities on the leased premises which violate any federal, state or local laws. Storage of any combustible materials will be subject to approval by the Ardmore Fire Department.
8. **Repairs.** Tenant shall at its own expenses make all necessary repairs to the Premises. Such repairs shall include routine repairs of floors, walls, ceilings, and other parts of the Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof subject to the obligations of the parties otherwise set forth in this Lease.

9. **Indemnity.** Tenant shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Tenant's use of the Premises, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Premises. Tenant shall provide proof of liability insurance during the term of the lease including any extensions of the lease in an amount equal to the coverage of the Governmental Tort Claims Act.

10. **Lease Authority,** This lease is entered into between Landlord and Tenant at a nominal lease amount in order to provide support for Ardmore Public Schools and is authorized as a public purpose under 11 Oklahoma Statutes Section 22-125.

11. **Alterations & Improvements.** Tenant may, at its sole expense, redecorate the Premises and make such non-structural alterations and changes as Tenant shall deem expedient or necessary, provided, however, such alterations and changes shall neither impair the structural soundness nor diminish the value of the Premises. The Tenant may make structural alterations and additions to the Premises provided Tenant first obtains the consent of the Lessor in writing. The Lessor agrees that it shall not withhold such consent unreasonably.

12. **Termination** Either party may terminate this Agreement without cause by giving thirty (30) days written notice to the other party. Upon the expiration or earlier termination of this Agreement, Tenant shall return the Premises to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted.

13. **Notices.** Any notice or other communication to be given under this Agreement shall be in writing and shall be sent to the parties at the following addresses:

Tenant: Ardmore City Schools

AKA: Independent School District No. 19, Carter County, OK C/O
 Superintendent of Schools

 PO Box 1709

 Ardmore, OK 73401

Lessor: City Manager, City of Ardmore,

 PO Box 249

 Ardmore, OK 73402

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes any earlier statement or understanding. No changes or additions to the terms of the Agreement shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease on February 26, 2019.

By: _____
 Landlord, City of Ardmore, Oklahoma

James Foreman
Board/Pr
Tenant

CITY OF ARDMORE
Office of City Manager

Council Letter No. 4373
Meeting Date: March 18, 2019

Mayor and City Commission
City of Ardmore, Oklahoma

RE: Lease Agreement between the City of Ardmore and Ardmore Independent School
District No. 19

Dear Commission Members:

The Lease Agreement entered into is between the City of Ardmore (Landlord) and Ardmore Independent School District No. 19 (Tenant) in the sum of One Hundred Dollars (\$100.00) per month, payable on the 1st day of each month for a building and associated property owned by the Landlord located at 1997 Veterans Boulevard in Ardmore, Oklahoma.

The term of this Lease shall be for one (1) year, beginning on the 1st day of March, 2019 and ending on the 30th day of June, 2019. The term of this lease shall automatically renew for one (1) year periods, unless the Landlord or Tenant gives thirty (30) day written notice to the other party that the Lease will not be renewed and extended and will be terminated.

Staff respectfully recommends approval of the Lease Agreement between the City of Ardmore and Ardmore Independent School District No. 19.

Respectfully Submitted,


J.D. Spohn
City Manager

Lease Agreement

This Lease Agreement ("Lease") is made and effective February 26, 2019, by and between CITY OF ARDMORE OKLAHOMA ("Landlord") and ARDMORE INDEPENDENT SCHOOL DISTRICT NO. 19, CARTER COUNTY, OKLAHOMA, also referred to as ARDMORE CITY SCHOOLS, ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 1997 Veterans Blvd., Ardmore, Oklahoma. The portion of the building constituting the Leased Premises includes the shop bay area of the building, the bay offices and areas not used by the State of Oklahoma for the Driver's License testing. A sketch of the lease premises is attached hereto as Exhibit 1.

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. **Term.** Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning March 1, 2019 and ending June 30, 2019. Upon expiration of the initial term this agreement shall automatically renew for one year terms unless either party provides written notice of intent not to renew. On March 1, 2019, Tenant shall have possession of the lease premises.
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4. **Sublease and Assignment.** Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part since this lease is only entered into as an accommodation to the schools of Ardmore.
5. **Utilities.** Tenant shall pay all charges for sewer, gas, electricity, water, sewer, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord.
6. **Entry.** Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.
7. **Leased Premises Rules.** Tenant will comply with the rules of the Leased Premises adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. Tenant shall not conduct or permit any activities on the leased premises which violate any federal, state or local laws. Storage of any combustible materials will be subject to approval by the Ardmore Fire Department.
8. **Repairs.** Tenant shall at its own expenses make all necessary repairs to the Premises. Such repairs shall include routine repairs of floors, walls, ceilings, and other parts of the Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.
9. **Indemnity.** Tenant shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Tenant's use of the Premises, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Premises. Tenant shall provide proof of liability insurance during the term of the lease including any extensions of the lease in an amount equal to the coverage of the Governmental Tort Claims Act.

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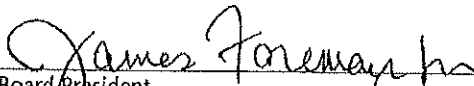
Tenant: Ardmore City Schools
AKA: Independent School District No. 19, Carter County, OK
C/O Superintendent of Schools
PO Box 1709
Ardmore, OK 73401

Lessor: City Manager, City of Ardmore, OK
PO Box 249
Ardmore, OK 73402

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes any earlier statement or understanding. No changes or additions to the terms of the Agreement shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease on February 26, 2019.

By: _____
Landlord, City of Ardmore, Oklahoma

By:  _____
Board President
Tenant, Ardmore Independent School District No. 19