



MUSCATINE MUNICIPAL HOUSING AGENCY

City Hall, 215 Sycamore Street
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MEMORANDUM

TO: Gregg Mandsager, City Administrator
FROM: Jodi Royal-Goodwin, Housing Administrator
DATE: July 16, 2018
RE: Lease Agreement

INTRODUCTION: Attached is a Lease between the Muscatine Municipal Housing Agency and Milestones Area Agency on Aging for office space at the Clark House.

BACKGROUND: Milestones operates food and health programs to seniors in 17 Iowa counties, including providing a congregate meals at the Clark House and Hershey Manor. Milestones contacted the Housing Agency earlier this year regarding office space that would be sufficient for 2 staff members. It was agreed space in the Clark House was a good fit given the services provided and accessibility for area seniors.

RECOMMENDATION/RATIONALE: The attached lease will allow Milestones to continue providing its valuable services to seniors in the community, including residents of the Clark House, without impacting operation of the project. Lease fees will cover utility and maintenance expenses.

It is recommended the Muscatine City Council, acting as the MMHA Board of Commissioners, approve the lease with Milestones Area Agency on Aging for space within the Clark House and authorize the Mayor to sign.

Attachments: Lease Agreement between MMHA and Milestones Area Agency on Aging

- 8) Assignment.** Tenant shall not assign or sublet any portion of the premises subject to this Lease without prior written approval.
- 9) Insurance.** Tenant and Landlord agree to insure their respective real and personal property for the full insurable value. Tenant and Landlord agree, to the extent permitted by their policies, to waive all rights of recovery against each other.
- 10) Termination.** Upon completion of the first term, Tenant or Landlord may terminate this Lease by providing written notice to the other at least thirty (30) days prior to the date of termination. Landlord reserves the right to terminate this Lease within seven (7) calendar days written notice if the Tenant does not perform the terms and conditions of this agreement.
- 11) Surrender.** Upon termination of this Lease, Tenant shall surrender the Premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault.
- 12) Indemnification.** Tenant shall indemnify and hold harmless the Landlord, its agents and employees, against any claim of any type or kind of liability, loss, cost or expense from personal injury or property damage resulting from or arising out of the use and occupancy of Premises by Tenant, its employees or agents, excepting, however, such claims or damages as may be due to or caused by acts of the Landlord, or its employees or agents. The obligation of indemnity shall survive the expiration of this Lease.
- 13) Notice.** Any notices between the parties in relation to this Lease shall be deemed validly given if sent by certified mail return receipt requested, postage fully prepaid, addressed as follow, or such other address as may be given from either party in writing to the other listed below:

Tenant: Milestones Area Agency on Aging
Attn: CEO
935 E 53rd St
Davenport, IA 52807
Telephone: 855-410-6222

Landlord: Muscatine Municipal Housing Agency
City of Muscatine
215 Sycamore St
Muscatine, IA 52761
Telephone: 563-264-1554

IN WITNESS WHEREOF, Tenant and Landlord have executed this Lease on the day and year first written above.

Muscatine Municipal Housing Agency

Milestones Area Agency on Aging

Diana Broderson, Chairperson of the Board


Becky Passman, CEO
7-18-18

Lease Agreement

THIS LEASE AGREEMENT, is made and entered into this 1st day of August, 2018, by and between Milestones Area Agency on Aging ("Tenant") and the Muscatine Municipal Housing Agency ("Landlord").

WHEREAS, Landlord owns certain real property known as Clark House located at 117 West 3rd Street within the City of Muscatine, Muscatine County, Iowa;

WHEREAS, Tenant desires to lease office space at the Clark House for the purposes of administering food service programs within Muscatine County;

NOW, THEREFORE, the parties hereby agree as follows:

- 1) Premises. Tenant shall have exclusive right to use of 168 square feet of office space located on the southeast portion of the Clark House and one (1) parking space. Tenant shall have access to all common space on the first floor, including restrooms, community room and commercial kitchen. Tenant will be provided all keys and access cards necessary for entry to the facilities and leased space.**
- 2) Term. This Lease term shall begin the 1st day of August, 2018 and shall continue through the 31st day of July, 2019. This Lease shall automatically renew annually unless either party serves on the other a written notice of its intent not to renew at least thirty (30) days prior to the end of such term.**
- 3) Rent. Tenant agrees to pay Landlord \$2.00/square foot each month (\$336), in advance commencing on the first day of the lease term and on the same day of each month thereafter. Rent shall increase 2% per annum, beginning at the first Lease renewal.**
- 4) Use. Tenant shall use the Premises for office space and storage as necessary to administer programs serving qualified senior households.**
- 5) Utilities. Utilities (electric, gas, water and sewer) shall be included in the monthly rent, so long as Tenant uses said utilities in a responsible manner. If Tenant fails to utilize utilities in a responsible manner, a utility usage fee of \$50 shall be assessed to Tenant.**

Tenant shall secure communication services for use in its operations at its own expense.

6) Maintenance and Access.

Landlord shall perform maintenance on Premises to ensure facilities continue to be serviceable and structurally sound. Landlord shall notify Tenant of scheduled maintenance in advance of accessing leased areas, except in the case of emergency where delay is believed to result in further damage.

Tenant shall be responsible for maintaining Premises in a reasonable safe, serviceable, clean and presentable condition. Tenant shall make no structural changes or alterations without the prior written consent of Landlord. Tenant shall notify of any identified maintenance needs in a reasonable time, including contacting the maintenance emergency line when appropriate.

- 7) Legal Obligations. Tenant agrees to observe all laws of the State of Iowa, all Ordinances of the City of Muscatine, Iowa, and all Federal laws applicable to Tenant on said Premises.**