

**AGENDA ITEM
December 3, 2013**

Subject: Hay Land Lease – Marmaduke Park

Department: Administration

Bids were solicited for hay land at Marmaduke Park. Bids received follow:

Gary Ashby \$202.02

Notice to bidders was published two weekends and previous bidders were contacted by phone.

The only bid was for \$202.02 per year for approximately 22.4 acres of hay ground. This is a two-year lease beginning January 1, 2014 ending December 31, 2015.

BILL NO. 2013-065

ORDINANCE NO.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI APPROVING THE BID AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT FOR HAY LAND LOCATED AT MARMADUKE PARK BETWEEN THE CITY OF NEVADA, MISSOURI AND GARY C ASHBY.

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

Section 1. The agreement attached hereto as Exhibit "A" and incorporated herein by reference is approved as a contractual obligation between the City of Nevada, Missouri and Gary C. Ashby.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Nevada, Missouri, and to affix the municipal seal thereto and attest the same.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri, this 17th day of December, 2013.

(seal)
ATTEST:

Seth Barrett, Mayor

Bev Baker, City Clerk

CITY OF NEVADA
AGRICULTURAL LEASE AGREEMENT
Hay Tract(s)

THIS LEASE made this **1st day of January, 2014** by and between the City of NEVADA, a municipal corporation in the County of Vernon, State of Missouri, hereinafter called "CITY" and **Gary C. Ashby** LESSEE TENANT, who resides at **22165 E. Northern Rd, Nevada, MO 64772**

WITNESSETH: That for and in consideration of the rent, covenants and agreements hereinafter specified CITY does hereby lease unto LESSEE, those certain premises more specifically described in Exhibit A.

1. TERM

The term of this lease shall be one (2) year, beginning on the 1st day of **JANUARY 1, 2014** and ending on **DECEMBER 31, 2015** except as hereinafter provided. Payment is due on or before **JANUARY 10th** and is considered delinquent if no payment is received by **MARCH 1st** of the current year.

2. RENTAL AND LEASE ADJUSTMENT

LESSEE covenants and agrees to pay to CITY as rent for the said premises at a rate of **\$202.02** per year for the parcel(s) attached as EXHIBIT A.

3. PURPOSE

The lessee agrees, in accepting this lease, that he/she shall utilize the leased premises only for hay production. No other crops shall be planted, cultivated, harvested, or produced without the express prior written consent of the City Manager or his representative.

4. GENERAL CONDITIONS

The LESSEE agrees to furnish all equipment and labor and to conduct all haying operations in accordance with the lease and the land use practices set forth herein. All operations shall be accomplished in a timely manner without further notice and at no expense to the CITY unless otherwise provided. LESSEE agrees to mow property upon CITY written request not to exceed more than two times in a calendar year.

a. Hunting And Fishing: This lease allows for the production and harvest of hay products only. No other lease privileges, including tenant hunting, fishing, fur harvesting, and other such activities are granted and/or implied.

b. Burning: Prescribed burning by the lessee or his agents is not permitted on the leased premises. LESSEE may contact the City Manager or his representative to request areas to be prescribed burned.

c. Hay Removal: All hay will be removed from the leased fields within 10 calendar days of baling. The LESSEE will not stage or store any hay on the leased premises. Any hay not removed by the set date will become the property of the City of Nevada and is subject to confiscation by the City of Nevada. Failure to remove hay by the LESSEE is grounds for termination of the lease.

d. Equipment: During haying operations, the LESSEE'S equipment, when not in use, may be on the leased premises. However, within 7 days after operations are completed, the LESSEE shall remove all equipment and personal property from the leased premises. The LESSEE agrees and understands that the City of Nevada shall not be held liable for damages to personal property and/or machinery due to any cause whatsoever.

5. REPAIRS AND MAINTENANCE

LESSEE represents that LESSEE has inspected and examined the demised premises and accepts them in their present condition, and agrees that CITY shall not be required to make any improvements or repairs whatsoever in or upon the premises hereby

demised or any part thereof. LESSEE agrees to make any improvements or repairs at LESSEE'S sole cost and expenses, and agrees to keep said premises safe and in good order and condition during the term hereof, and upon expiration of this lease, or at any sooner termination thereof, the LESSEE will quit and surrender the possession of said premises quietly and peaceably and in as good order and condition as the same were at the commencement hereof, reasonable wear, tear and damage by the elements expected; LESSEE further agrees to leave said premises free from all nuisances and dangerous and defective condition. Further, LESSEE agrees not to make any structural alterations in any improvements on said premises without first obtaining the written consent of the CITY.

5. INDEMNIFICATION

The LESSEE will indemnify and hold harmless the CITY and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the LESSEE and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

6. TERMINATION BY CITY

CITY may terminate at any time it shall be determined by the City Manager or his representative of the City of Nevada, State of Missouri, that public convenience and necessity require it to do so, by serving upon LESSEE a written notice of its election so to terminate, which said notice shall be served at least thirty (30) days prior to the date of said notice named for such termination.

7. COMPLIANCE WITH LAWS

LESSEE agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the demised premises and the use thereof, and that LESSEE will not use the demised premises or allow them to be used for any illegal, unsafe, extra-hazardous or immoral purposes.

8. CITY MAY ENTER

LESSEE agrees that CITY, its agent or employees, may enter upon said premises at any time during the term or during any extension hereof for the purpose of examining and inspection said premises, and for purposes necessary, incidental to, or connected with the performance of its obligations hereunder or in the exercise of its governmental functions.

9. DEFAULT

In the event that LESSEE shall be in default of any payment of any rent or in the performance of any of the terms or conditions herein agreed to be kept and performed by LESSEE, then in that event, CITY may terminate and end this lease, forthwith, and CITY may bring a legal action to enforce any of the terms thereof, or to obtain possession of said premises by reason of any default of LESSEE, or otherwise, LESSEE agrees to pay CITY all costs of such legal action, plus a reasonable attorney's fee.

10. SUCCESSORS IN INTEREST

All of the terms, covenants and conditions contained herein shall continue, and bind all successors in interest of LESSEE herein.

11. ENTIRE AGREEMENT CONTAINED HEREIN

It is further understood and agreed by the parties hereto that this Lease Agreement contains the entire agreement between the CITY and LESSEE and any change, alteration, amendment, or addendum to this agreement shall have no force and effect unless in writing and executed in the same manner as this agreement.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first written above.

City of Nevada

Lessee

Mayor, Seth Barrett

Signature

Date

Gary C. Ashby
Name Printed

417-465-2285
Phone Number

(seal)
ATTEST:

22165 E Northern Rd,
Street Address

Bev Baker, City Clerk

Nevada, MO 64772
City, State, Zip Code

Date

Date

EXHIBIT "A"
Hay Lease
Marmaduke Park

OWNER: City of Nevada

DESCRIPTION: Twenty (20) Acres more or less located at 800 W Highland Ave

LEGAL: Section: 32; Twp: 36; Rng: 31; Block: ; Lot: ; Deeded Acres:
48.000
E 396.13', TH E 335', TH S 193.26', TH S87DEG48'38

PARCEL: 13-9.0-32-000-000-002.030

BID SHEET

TRACT DESCRIPTION

BID PRICE

Tract One - Pasture Land - Sewer Plant

\$ 195⁰¹ /year

Tract Two - Hay Land - Marmaduke Park

\$ 202⁰² /year

Tract Three - Hay Land - Old Landfill

\$ 397⁹⁷ /year

Tract Four - Crop Land - Landfill

\$ 701⁰⁶ /year

Gary C Ashby
Signature of Bidder

11-25-13
Date

22165 E. NORTHGLEN Rd NEVADA, MO 64772
Address of Bidder

417-465-2285
Telephone Number of Bidder