

**AGENDA ITEM**  
**December 3, 2013**

Subject: Pasture Land Lease – Wastewater Treatment Plant

Department: Administration

Bids were solicited for pasture land at the wastewater Treatment Plant. Bids received follow:

Gary C. Ashby	\$195.01
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Notice to bidders was published two weekends and previous bidders were contacted by phone.

The only bid was for \$195.01 per year for approximately 8 acres of pasture land. This is a four-year lease beginning January 1, 2014 ending December 31, 2017.

**BILL NO. 2013-067**

**ORDINANCE NO.7935**

**A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI APPROVING THE BID AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT FOR PASTURE LAND LOCATED AT THE WASTEWATER TREATMENT PLANT 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 17<sup>th</sup> day of December, 2013.

(seal)  
ATTEST:

\_\_\_\_\_  
Seth Barrett, Mayor

\_\_\_\_\_  
Bev Baker, City Clerk

CITY OF NEVADA  
AGRICULTURAL LEASE AGREEMENT  
Pasture 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 (4) year, beginning on the 1st day of **JANUARY 1, 2014** and ending on **DECEMBER 31, 2017** except as hereinafter provided. Payment is due on or before **JANUARY 10<sup>th</sup>** and is considered delinquent if no payment is received by **MARCH 1<sup>st</sup>** 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 **\$195.01** 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 to occupy and use for pasture purposes. 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 pasture 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. All operations shall be conducted with extreme care to avoid the possibility of disturbing or destroying boundary or survey monuments, markers, or benchmarks.

a. Hunting And Fishing: This lease allows for the pasturing of livestock 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. Animal Units (maximum allowable): Not more than \_\_\_\_\_ animal units shall be kept in the pasture at any time without the express written consent of the CITY. Deliberate violation of this provision shall constitute grounds for termination of this lease. *(in general each 1,000 pounds of average weight shall be one unit. If the Lessee and the City prefer, they can use the following basis for calculating animal units: one bull, 1.25 animal units, one 1,000-pound cow, 1 animal unit; one yearling steer or heifer, 0.75 animal unit; calf 6 months to 1 year, 0.5 animal unit; 3 to 6 months, 0.3 animal unit; sheep, 5 per animal unit; horse 1.25 animal unit.)*

d. Operation: The LESSEE agrees not to pasture livestock that continue to break through fences. Should any animal be found outside the pasture on at least three occasions, the CITY may request its removal.

e. Equipment: 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"**  
Pasture Lease  
Waste Water Treatment Plant

OWNER: City of Nevada

DESCRIPTION: Eight (8) Acres more or less fenced located at 13535, E Northern Rd,

LEGAL: Section 6; Twp: 35; Rng: 31; Block: ; Lot: 1; Deeded Acres: 39.400  
N1/2 LT 1 SW4

PARCEL: 18-3.0-06-000-000-004.000



BID SHEET

TRACT DESCRIPTION

BID PRICE

Tract One - Pasture Land - Sewer Plant

\$ 195<sup>01</sup> /year

Tract Two - Hay Land - Marmaduke Park

\$ 202<sup>02</sup> /year

Tract Three - Hay Land - Old Landfill

\$ 397<sup>97</sup> /year

Tract Four - Crop Land - Landfill

\$ 701<sup>06</sup> /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