

AN ORDINANCE AUTHORIZING THE CITY OF HAMILTON TO ENTER INTO A LEASE FOR HAY/ PASTURE GROUND WITH PETE EIVINS.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF HAMILTON, MISSOURI AS FOLLOWS TO WIT:

SECTION 1: The Mayor and Clerk of the City of Hamilton, Missouri are hereby authorized on behalf of the City of Hamilton, Missouri, to sign a lease of hay ground attached hereto as Exhibit A and made a part hereof with Pete Eivins.


SECTION 2: This ordinance repeals any prior ordinance or parts of any prior ordinance that might be in conflict herewith.

SECTION 3: This ordinance shall be in full force and effect from and after the date of its passage and approval.

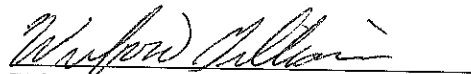
SECTION 4: That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Aldermen hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.


A copy of this Ordinance has been made available for public inspection prior to its adoption by the Board of Aldermen and this bill was read by title in the open meeting two times prior to its final passage.

Adopted by the Board of Aldermen this 10th day of February, 2016.


Sherria Kavanaugh, President
of Board of Aldermen

Approved on this 10th day of February, 2016.


Winford Gilliam, Mayor

Attest: 
Debra Davis, City Clerk

Mass-aye, Sweeney-aye, Kavanaugh-aye, Troger-aye

HAY/PASTURE LEASE

This Lease entered into this 10th day of February, 2016, between the City of Hamilton, Missouri, 200 S. Davis, Hamilton, Missouri 64644 as "Lessor", and Pete Eivins, of 205 Burdick Street, Hamilton, Missouri 64644 as "Lessee":

In consideration of the mutual agreements in this Lease, the parties agree as follows:

1. The Lessor leases to the Lessee and the Lessee takes as Lessee, the following described property located in Caldwell County, Missouri:

Tract 1 – Old Dump

All that part of the North Half of the Northwest Quarter of Section Twenty-six (26), in Township Fifty-seven (57), of Range Twenty-eight (28), described as follows: Commencing at a point nine hundred ninety (990) feet East of the Northwest corner of the Northwest Quarter of Section Twenty-six (26), running thence East Seven Hundred Twenty (720) feet, thence South Six Hundred Five (605) feet, thence West Seven Hundred Twenty feet (720), thence North Six Hundred Five (605) feet to the point of the commencement, and containing ten (10) acres more or less. Lessor reserves a 1 ½ acres by 1 ½ acres square tract in the Northwest corner thereof (containing 3 square acres) for the purpose of burning brush and such other reasonable uses as the Lessor may from time to time deem appropriate.

The property is referred to as the "premises".

2. The term of this Lease begins on the 1st day of April, 2016, and terminates on the 31st day of March, 2018, unless sooner terminated pursuant to a provision of this Lease. In addition, the Lessor may terminate this Lease as to all or any part of the premises upon 90 days notice if the Lessor has a need to use the premises.
3. The rent shall be \$600.00 per year, payable in advance each April 1, with the first rent payment due on April 1, 2016. If any rent is not paid timely then the lease terminates without notice. In the event that the Lease is terminated in whole or in part before the normal termination date, then the Lease for such year and all subsequent years of the Lease will be prorated based upon the number of leased acres remaining compared to the amount of acres originally leased.
4. Lessor agrees that it will put the Lessee in possession of the premises and, if the Lessee pays the rent and observes and performs the covenants and stipulations to be performed on his part, Lessee shall peaceably hold and enjoy the premises during the term without interruption by the Lessor or any person rightfully claiming under it except as provided in this Lease.

5. The Lessee will use the premises only for the growing and harvesting of hay and/or livestock purposes. No row crop farming or other use is permitted. Any application of fertilizer, lime, or chemicals on the premises shall be subject to the prior approval of the City Administrator of Lessor.
6. The Lessee shall assume all the risk of the loss for the use and occupancy of the premises and the Lessee will indemnify and hold the Lessor harmless from any loss, claim, cost, or expense, including attorney fees and court costs, arising out of or connected to the Lessee's use and occupancy of the premises.
7. At all times during the lease term the Lessee agrees to maintain at his expense a policy of public liability insurance covering the premises with the Lessor named as an additional insured in an amount not less than \$1,000,000.00 per accident for personal injuries or death to persons, and not less than \$1,000,000.00 for damage or destruction of property. Proof of such insurance shall be furnished Lessor before Lessee commences use of the premises and thereafter upon request. The insurance shall provide that it will not be cancelled without 30 days prior notice to the Lessor.
8. The Lessee understands that the premises was formerly used by the Lessor as a city landfill. The Lessee agrees not to build or place any improvements on the premises without the written consent of the Lessor, and will not do any action that will pierce the seal on the landfill. The Lessor states that to its actual knowledge there is not a condition on the premises that will interfere with the Lessee's intended use.
9. The Lessee covenants and agrees:
 - a. To pay the rent at the time and in the manner stated.
 - b. Not to assign this Lease or sublet the premises or any part thereof nor allow any other Lessee to come in with or under them, without first obtaining the written consent of the Lessor. Nothing shall prevent the Lessee from selling hay raised on the premises.
 - c. Not to make any alterations or remodeling or any changes to the premises without first obtaining written consent of the Lessor.
 - d. To take good care of and fairly treat the premises, including fencing, and properly care for premises and to keep premises free from litter, danger of fire, or any nuisance.
 - e. To control all noxious weeds and mow the grass and bale the hay on the premises in accordance with good farming practices in the community. The Lessee shall mow the grass for hay at least one time per year, with the first mowing for hay to be not later than July 1 of each year of the Lease unless a later time is approved by the Lessor. All hay harvested shall

be removed from the field within 30 days of baling unless a later time is approved by the Lessor.

- f. To pay all costs, including attorney fees, incurred by the Lessor in enforcing the terms of this Lease or protecting the Lessor's interest under the lease including costs associated or incurred in a bankruptcy of the Lessee. In the event that the Lessor brings an action against the Lessee and the Lessee is the prevailing party, then the Lessee will have no obligation to pay Lessor any attorney fees.
10. If any default shall be made in the payment of the rent, or if any other default in the performance or observance of any other covenants to be performed by the Lessee continues thirty (30) days after written notice setting forth the default has been mailed to the Lessee by ordinary mail or otherwise delivered to the Lessee, then the Lessee will quit and surrender to the Lessor or its agents peaceful possession of the leased premises and this Lease shall be terminated.
11. At the termination of this Lease, whether at the expiration of the term or forfeiture, Lessee surrender peaceful possession of said premises in as good a condition as the same was received with all hay bales removed, usual wear and tear and damage for the elements excepted. Lessee shall remove all hay and personal property from the premises by the termination date. If the Lessee fails to remove any of its property by the termination date then the property will be deemed to be abandoned by the Lessee and the Lessor may remove and dispose of the property with Lessee to pay all of Lessor's costs for such removal and disposal.
12. The Lessee will obtain all permits and licenses as may be required by law for Lessee's operation and will arrange for and pay for any utilities required by the Lessee.
13. Lessee covenants not to perform any act which would constitute waste of the Premises. Lessee will not cut or remove any timber from the premises without the Lessor's prior written consent.
14. During the term of the Lease the Lessee shall not generate, treat, recycle, store, release, or dispose of, on the premises any hazardous waste as defined in any federal, state, or local statute, law, ordinance, code, rule regulation, order or decree or petroleum product ("Hazardous Substances"), except for those that are customarily lawfully used in the normal course of a hay farming business. Lessee agrees to hold Lessor harmless and indemnify and defend Lessor from any liabilities, claims, damages, causes of action, suits, demands, losses, obligations, judgments, costs and expenses (including reasonable attorneys' fees) incurred or suffered by Lessor as a result of the generation,

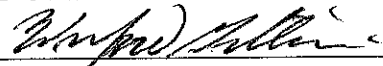
treatment, recycling, storing, release or disposal of, on the Premises after the Commencement Date of any Hazardous Substances by Lessee. This agreement shall survive the termination of the Lease.

15. This Lease shall be binding on the heirs, personal representative, successors and assigns of the respective parties.
16. This Lease has been negotiated and executed in, and shall be performed in, the State of Missouri and shall be governed by its internal laws.
17. This Lease constitutes the entire agreement of the parties and may not be changed, nor any of its provisions waived, without the written consent of all the parties.
18. Lessor reserves the right at all reasonable times during the term of this Lease for Lessor or Lessor's agents to enter the premises for the purpose of inspecting and examining the same, and to show the same to prospective purchasers or lessees, and to make such repairs, alterations, improvements or additions as Lessor may deem necessary or desirable. During the sixty (60) days prior to the expiration of the term of this Lease or any renewal term, Lessor may exhibit the premises to prospective Lessees and place upon the premises the usual notices advertising the premises for lease, which notices Lessee shall permit to remain thereon.

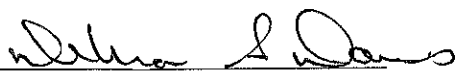
IN WITNESS WHEREOF, the parties have executed and delivered this Lease on the day and year first above written.

LESSOR

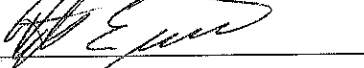
CITY OF HAMILTON

By: 
Winford Gilliam, Mayor

Attest:


Debra Davis, City Clerk

LESSEE



Pete Eivins