

A RESOLUTION AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF WEST PLAINS, MISSOURI AND RICK AND TAWNYA ROTHERMICH PERTAINING TO THE USE OF AIRPORT LAND.

WHEREAS, the Rick and Tawnya Rothermich have need for property suitable for hay production; and

WHEREAS, Rick and Tawnya Rothermich agree to perform certain tasks related to basic improvement and maintenance of certain airport land in exchange for hay rights; and

WHEREAS, the City Council of the City of West Plains, Missouri desires to enter into a written agreement with Rick and Tawnya Rothermich; and

WHEREAS, the City Council of the City of West Plains, Missouri deems it to be in the best interest of the City of West Plains to pass this Resolution authorizing this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST PLAINS, MISSOURI AS FOLLOWS:

Section 1: That the City Council of the City of West Plains, Missouri does authorize the agreement by and between the City of West Plains and Rick and Tawnya Rothermich that is attached to this resolution as EXHIBIT A.

Section 2: That this Resolution shall be in full force and effect after its day of passage and approval.

PASSED AND APPROVED THIS 20th DAY OF MARCH 2023.

CITY OF WEST PLAINS, MISSOURI

BY: \_\_\_\_\_  
MAYOR MICHAEL TOPLIFF

ATTEST:

\_\_\_\_\_  
CITY CLERK ALLISON SKINNER

## AIRPORT LAND AGREEMENT

This agreement entered this 20th day of March 2023, by and between the City of West Plains, Missouri, a Municipal Corporation and fee title owner of real estate known as the West Plains Municipal Airport (herein referred to as "CITY"), and Rick and Tawnya Rothermich, husband and wife (herein referred to as "TENANT").

WITNESSETH:

That the parties desire to enter into an agreement whereby TENANT agrees to perform certain tasks related to basic improvement of the designated airport land as shown on the attached drawing, and in exchange, CITY agrees to allow limited access to the haying area without charge of a user fee consistent with the terms expressed herein.

The parties covenant and agree to keep and perform the following terms and conditions:

1. **TERM.** This agreement shall be in force from the date of execution and signature with a term of 5 years. At the end of a term, this agreement may be renewed for another 5-year term if both parties agree. Changes may be made to the agreement if both parties agree. This agreement may be terminated in accordance with the terms of this agreement.

2. **IMPROVEMENTS TO BE UNDERTAKEN BY TENANT.** TENANT desires to make the following improvements and agrees to assume the cost of material and labor incidental to the improvements. Tenant must meet with and or contact airport management giving a minimum of 24hr notice before any work begins. CITY reserves the right to periodically supervise the improvements and reserves the right to modify, amend or terminate the agreement if it determines in its sole opinion that it is no longer consistent with the goals of the airport.

- a. Improve the land included in this agreement and shown by the "hay lease area" drawing (Figure 1.2) by use of fertilization and land enrichment at no cost to the city.
- b. Keep blue areas as shown in Figure 1.2 mowed to the satisfaction of the airport management.

3. **USE OF PREMISES AND FACILITIES.** In recognition of the mutual covenants and obligations expressed herein, and the benefit which accrues to the CITY by the volunteer efforts of the TENANT, CITY agrees to waive collection of a user fee associated with use of airport property, provided that said facilities are used by TENANT as agreed. Further, TENANT agrees to abide by the regulations set forth below and TENANT shall abide by all other rules and regulations approved and adopted by the

CITY regarding the use of the premises. Uses of the premises shall comply with all governmental rules and regulations.

Red Area (70 Acre Safety zone) as shown in Figure 1.2:

- i. No haying activity in this area. This area to be maintained by airport staff.

Blue Area (150 Acres)

- ii. This area is shown in Exhibit 1.2. for current haying areas and future hay fields development. Areas that can not be hayed currently will be mowed by tenant yearly in the fall.

4. LIABILITY AND MINIMUM INSURANCE REQUIREMENTS.

TENANT releases CITY from all liability for any loss or damage sustained by TENANT or its individual members on or about the premises or resulting from use of the facilities, including any consequential damage suffered by TENANT, regardless of the cause of loss or damage and specifically including any loss or damage caused by the negligence of CITY. Airport minimum insurance policy requirements (Appendix 1) shall apply to this agreement. Must provide copy of policy.

5. BREACH BY ORGANIZATION. If the TENANT shall break any of the material terms of this agreement or shall willfully or maliciously do injury to the premises, CITY shall have the right to immediately terminate the agreement and bar further activity on the airport property without further notice to TENANT. This remedy shall be in addition to any other legal remedies available to the CITY.

6. ATTORNEY FEES. In case suit should be brought for breach of this agreement because of any actions which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney fee.

7. SUCCESSORS AND ASSIGNS. This agreement shall not be assigned by TENANT without the express written consent of CITY and any such assignment shall be binding upon the successors and assigns of both CITY and TENANT.

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

\_\_\_\_\_  
Michael Topliff Mayor

\_\_\_\_\_  
Rick Rothermich, Tenant

ATTEST:

\_\_\_\_\_  
Tawnya Rothermich, Tenant

\_\_\_\_\_  
Allison Skinner, City Clerk