



August 10, 2026

To: Sam Anselm, City Administrator

From: Chris Henson, Transportation Director

Re: Airport Land Hay Agreement

Executive Summary

The City proposes approval of an agreement between the City of West Plains and Rick and Tawnya Rothermich for the maintenance and agricultural use of designated land at the West Plains Regional Airport. Under the agreement, the tenants will provide vegetation management services in exchange for hay harvesting rights on specified airport property.

Discussion

Maintaining open airport property is essential for safety, appearance, and efficient airport operations. The proposed agreement allows Rick and Tawnya Rothermich to maintain designated non-wooded areas through hay harvesting, mowing, and brush hogging activities. Specified runway safety areas, wooded areas, and certain airport facilities will remain excluded from the agreement.

The agreement establishes operational and safety requirements, including restrictions on access near runway safety areas, equipment operating standards, insurance requirements, and provisions for termination if agreement terms are not met. These measures help ensure that maintenance activities remain compatible with airport operations while protecting the interests of the City.

Fiscal Impact

The agreement provides a cost-effective means of maintaining airport property by transferring vegetation management responsibilities to the tenants in exchange for hay rights. This arrangement reduces the City's maintenance burden without requiring additional expenditures.

BILL NO. 2026-14

RESOLUTION NO. _____

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

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

WHEREAS, the city council and the City of West Plains, Missouri desire 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 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. 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, which is attached to this resolution as Exhibit A and outlined in the map (Exhibit B).

Section 2. This resolution shall be in full force and effect from and after the date of its passage and approval by the city council.

PASSED AND APPROVED THIS _____ DAY OF _____, 20____.

CITY OF WEST PLAINS, MISSOURI

(SEAL)

MAYOR MICHAEL TOPLIFF

ATTEST:

CITY CLERK KELLIE MAYERS

AIRPORT LAND AGREEMENT

This agreement, entered into this _____ day of _____, 20____ by and between the City of West Plains, Missouri, a Municipal Corporation and fee title owner of real estate known as the West Plains Regional Airport (herein referred to as "CITY"), and Rick and Tawnya Rothermich (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 improvements 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 the 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 until August 1, 2031, unless earlier 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. 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. Land Maintenance. Tenant shall maintain all open, non-wooded areas of airport property identified on Exhibit B, excluding:
 1. The Red Safety Area shown on Exhibit B;
 2. Areas occupied by trees or other wooded vegetation; and
 3. The lawn and grounds surrounding the Fixed Base Operator (FBO) building and General Aviation (GA) hangar area, which shall be maintained by the City.

Maintenance shall consist of either:

- harvesting and baling hay; or
- brush hogging/mowing vegetation.

All areas subject to this Agreement shall be maintained in a neat and safe condition to the satisfaction of the Airport Manager.

3. USE OF PREMISES AND FACILITIES.

a. Red Safety Area (Exhibit B)

1. TENANT shall not enter, operate equipment within, or otherwise access the Red Safety Area unless specifically authorized by the CITY.

2. Equipment and personnel shall remain:

- a. no closer than 40 feet from the runway edge on the east and west sides; and
- b. no closer than 300 feet from the runway ends on the north and south sides.

b. Maintenance Area (Green Area on Exhibit B)

1. All open, non-wooded portions of the Green Area shall be maintained annually by haying, mowing, or brush hogging.
2. Areas not harvested for hay shall be brush hogged or mowed.
3. Any hay harvested from the property shall be bailed and removed from airport property promptly following harvest.
4. A yellow flashing 360-degree warning light shall be displayed on all equipment operating on airport property.

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 negligence of CITY. Airport minimum insurance policy requirements set forth below shall apply to this agreement. Tenant shall provide a certificate of insurance evidencing coverage meeting the minimum requirements set forth below and shall maintain such coverage throughout the term of this Agreement. The coverage of CITY as an additional insured is not intended to be and should not be construed as a waiver of CITY'S sovereign immunity. Any policy of insurance including CITY as an additional insured shall include an endorsement, rider or other specific provision stating that the policy shall not be construed as a waiver of sovereign immunity and further providing that there shall be no coverage for damages barred by sovereign or governmental immunity.

5. Public Protection: The TENANT shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the TENANT'S execution of the work, whether such execution be by the TENANT or Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of employee;

3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the TENANT, or (2) by any other person and;
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance and Endorsement acceptable to the CITY shall be filed with the CITY prior to commencement of the work. CITY shall be listed as additional insured on Certificate on Insurance as well as Endorsement showing owner is additional insured. These Certificates and Endorsements shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to the CITY. Minimum requirements are as follows:

General Aggregate	\$2,000,000	Products-Comp/Op Agg	\$2,000,000
Personal \$ Adv Injury	\$1,000,000	Each Occurrence	\$1,000,000
Med Exp (any 1 person)	\$10,000		

6. The insurance coverage provided herein to CITY on an additional insured basis does not apply to any claim or "suit" which is barred by the doctrines of sovereign immunity, qualified immunity, and/or official immunity although defense of such actions will be provided. No provision of this agreement, the additional insured endorsement, or the underlying insurance policy will constitute a waiver of the right to assert a defense based on the doctrines of sovereign immunity, qualified immunity, and/or official immunity.

6. 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 this 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 CITY.

7. TERMINATION OF CONTRACT

A. Termination for breach. Failure of the TENANT to fulfill the TENANT'S obligations under the agreement in a timely and satisfactory manner in accordance with the schedule and description of work set forth in the agreement shall constitute a breach of the agreement, and the CITY shall thereupon have the right to immediately terminate the contract. The CITY shall give written notice of termination to the TENANT by one of three different means: Facsimile Transmission ("FAX") if TENANT has a fax number; U.S. Postal Service Mail; or by hand delivering a copy of the same to the TENANT; or may give notice by any combination of the above methods. The date of termination shall be the date upon

which notice of termination is hand delivered to 'TENANT' or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished work prepared by the 'TENANT' under the agreement shall at the option of the CITY become its property; provided, that the 'TENANT' shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any such breach of the contract by the 'TENANT'.

B. Right to terminate in the absence of breach. Either party may terminate the contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the agreement under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach.

C. Surviving terms. Notwithstanding any provisions to the contrary, provision pertaining to liability and indemnity shall survive the termination of the contract.

8. Assignment. The 'TENANT' shall not assign any interest in the contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto. Any such assignment is expressly subject to all rights and remedies of the CITY under this agreement, including the right to change or delete activities from the agreement or to terminate the same as provided herein, and no such assignment shall require the CITY to give any notice to any such assignee of any actions which the CITY may take under this agreement, though CITY will attempt to so notify any such assignee.

9. Liability and Indemnity. The parties mutually agree to the following:

A. In no event shall the CITY be liable to the 'TENANT' for special, indirect, or consequential damages, except those caused by the CITY'S gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of contract. The maximum liability of the CITY shall be limited to the amount of money to be paid by the CITY under the agreement.

B. The 'TENANT' shall defend, indemnify, and hold the CITY harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the 'TENANT' arising out of or in any way connected with the contract. 'TENANT' further agrees to defend, indemnify, and hold the CITY harmless from and against any claims, losses and liabilities arising out of the agreement to the 'TENANT'.

C. The TENANT shall indemnify and hold the city harmless from all wages or overtime compensation due to its employees and from any and all claims by subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and cost in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

10. 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.

11. 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

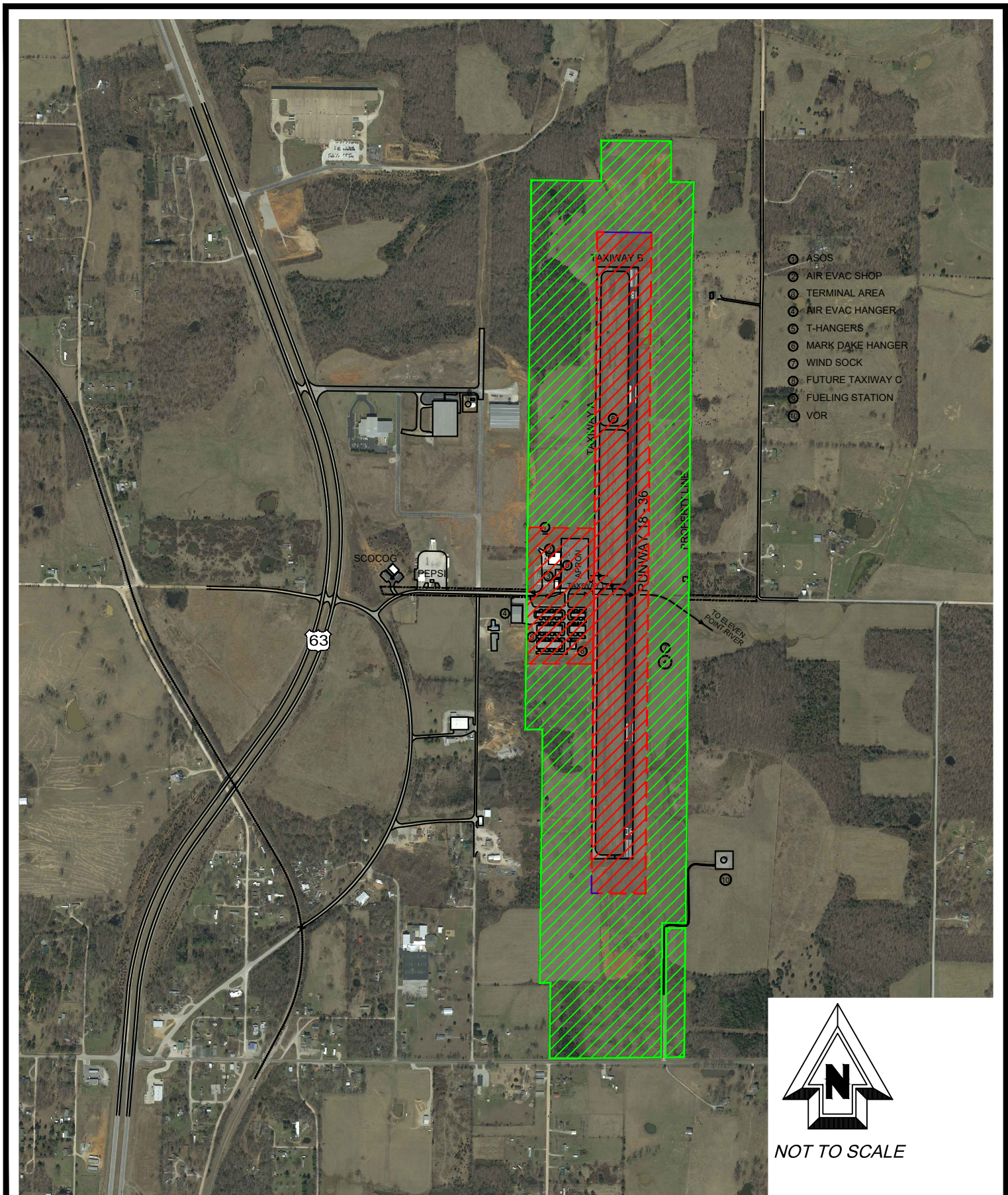
Rick Rothermich, Tenant

ATTEST:

Tawnya Rothermich, Tenant

Kellie Mayers, City Clerk

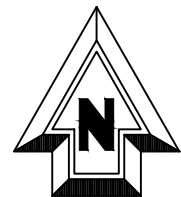
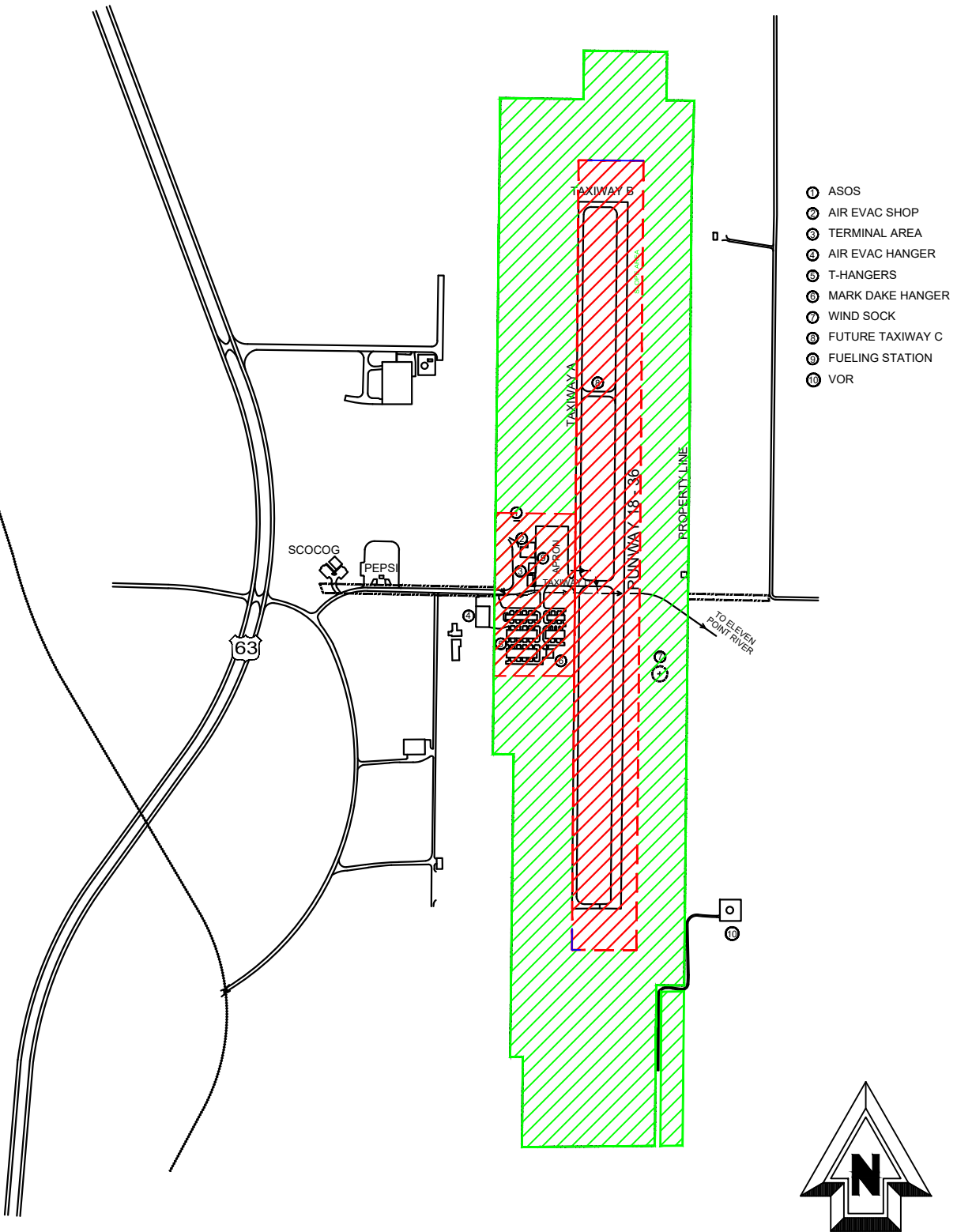
Note: The original PDF also contains Exhibit B (airport hay lease map/diagram), which was not recreated as a graphic in this Word version.



CITY OF WEST PLAINS
1910 HOLIDAY LANE - WEST PLAINS, MISSOURI

**WEST PLAINS REGIONAL AIRPORT
HAY LEASE**

**EXHIBIT
B**



NOT TO SCALE



CITY OF WEST PLAINS
1910 HOLIDAY LANE - WEST PLAINS, MISSOURI

WEST PLAINS REGIONAL AIRPORT
HAY LEASE

EXHIBIT
B