Bill 2010-58

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE BETWEEN THE CITY OF CAMERON, CLINTON AND DeKALB COUNTIES, MISSOURI AND JIM HEAVNER FOR THE BOX HANGAR LOCATED AT THE CAMERON MEMORIAL AIRPORT

WHEREAS, the City of Cameron owns a box hangar, commonly referred to as the Red X Hangar, located on property at the Cameron Memorial Airport; and

WHEREAS, the City desires to lease the hangar for a twenty-four month term at $350 per month; and

WHEREAS, Jim Heavner desires to lease the Hangar on the Airport property pursuant to the Lease Agreement ("Agreement"), the form of which is attached as Exhibit A; and

WHEREAS, the City is authorized to lease properties at fair market value.

NOW, THEREFORE, BE IT ORDAINED by the City of Cameron, Clinton and DeKalb Counties, Missouri as follows:

Section 1. The City Manager is hereby authorized to enter into a contract with Jim Heavner for the lease of the box hangar at the Cameron Memorial Airport, all as per the agreement attached hereto and made a part hereof.

Section 2. The City Manager is authorized to execute ancillary documents necessary to effect this transaction.

Section 3. The Mayor is hereby authorized to sign this ordinance on behalf of the City of Cameron.

Section 4. The City Clerk is hereby directed to attest to the Mayor's signature.

Section 5. This Ordinance shall be in full force and effect from and after its passage.

Read two times, passed and approved this 4th day of October 2010.

_____

ATTEST: Mayor Dennis M. Clark

_____

City Clerk

BOX HANGAR LEASE
CITY OF CAMERON
CAMERON MEMORIAL AIRPORT

This agreement made _____,20___, between the City of Cameron, Missouri, a municipal corporation, having its principal office at 205 N. Main, City of Cameron, County of Clinton, State of Missouri, herein referred to as Lessor, and _____ of _____, City of _____, State of _____, herein referred to as Lessee.

The parties recite and declare that:

A. Lessor is the owner of an airport known as Cameron Memorial Airport located on State Route A, Clinton County, Missouri herein referred to as the Airport.

B. Lessee is the owner of a private noncommercial aircraft and desires to lease from Lessor hangar space for the storage of Lessee's aircraft.

SECTION ONE
GRANT AND PURPOSE

Lessor grants and leases to Lessee Property described in Exhibit A at the Cameron Memorial Airport for the purpose of storage by Lessee of the following private noncommercial aircraft.

Aircraft Make _____ Aircraft Model _____
Aircraft Year _____ Aircraft Registration _____
Aircraft Serial # _____

Aircraft Make _____ Aircraft Model _____
Aircraft Year _____ Aircraft Registration _____
Aircraft Serial # _____

Aircraft Registered Owners
_____
_____

Aircraft Owners Phone #'s Owner One _____
Owner Two_____

Aircraft Owners Addresses

Owner One	Owner Two
_____	_____
_____	_____

SECTION TWO
USE OF AIRPORT

Lessee is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the airport from time to time.

SECTION THREE
TERM

This lease shall commence on _____, 20____, and shall continue thereafter on a two year basis, unless sooner terminated by Lessor or Lessee as provided herein. If at the expiration of this original year by year lease term Lessee desires to re-lease the demised premises, Lessee shall have the first right of refusal to extend this lease for successive one year terms at a rental rate that Lessor deems appropriate. Unless Lessee, at least thirty (30) days prior to expiration of the initial term hereof or the expiration of any renewal term, shall give Lessor notice in writing of his intention to surrender possession at the end of the term, Lessee's option herein shall be deemed exercised and the renewal term extended accordingly.

SECTION FOUR
RENTAL

The yearly rental to be paid by Lessee to Lessor is the sum of $ 350.00 per month payable on the date this lease commences. All rental payments shall be made to Lessor at the address specified above.

SECTION FIVE
RIGHT OF ENTRY

Lessee shall permit Lessor, its agents, and other employees, to have access to and to enter the leased premises at all reasonable and necessary times to inspect the premises for any purpose connected with the safety, repair, improvement, care, and management of the premises, or for any other purpose reasonably connected with Lessor's interest in the premises and to perform any work or other act found necessary on such inspection.

A spare hangar key or the combination to a combination lock if used shall be left at the terminal building lock box for use by Lessor for such inspections.

SECTION SIX
RIGHT OF INGRESS AND EGRESS

Subject to applicable rules and regulations of governmental authorities, Lessee shall have at all times the full and free right of ingress and egress from the premises and facilities referred to herein.

SECTION SEVEN
RULES AND REGULATIONS

Lessee agrees to observe and obey all rules and regulations of the Cameron Memorial Airport with respect to the use of the premises and the Cameron Memorial Airport. Lessee further agrees to observe and obey all rules, regulations, and orders of the Federal Aviation Administration with respect to aircraft operations at the airport.

SECTION EIGHT
USE OF PREMISES

Lessee shall use and occupy the premises for the exclusive purpose of storage of Lessee owned noncommercial private aircraft. Lessee shall not use the premises for storage of other personal property of the Lessee unless such property is directly incidental to the operation of Lessee's aircraft. Lessee shall not keep or store on the premises fuel, explosive or inflammable substances, or any other substances that would increase the premium for fire insurance on the premises over the normal applicable to the premises for the purpose for which they are leased.

No Commercial activity of any kind whatsoever shall be conducted by Lessee in, from or around the hangar unless approved by written agreement with the Lessor.

SECTION NINE
ALTERATIONS AND IMPROVEMENTS

Lessee shall make no alterations or improvements to the buildings on the demised premises without the prior written consent of Lessor. All alterations, changes and improvements built on the premises, unless otherwise provided by written agreement between Lessor and Lessee shall be at the sole cost of Lessee and shall be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

SECTION TEN
REPAIR AND MAINTENANCE

Lessor shall keep the demised premises in good and sufficient repair during the term of the lease, but Lessor shall not be required to make any repair of damage to the premises caused by Lessee, its agents and invitees.

Lessee shall neither commit nor permit waste of the demised premises and shall use the premises exercising ordinary and reasonable care. Lessee shall at Lessee's sole expense, repair all damage to the demised premises caused by Lessee, its agents and invitees.

SECTION ELEVEN
ASSIGNMENT AND SUBLETTING

Lessee shall not at any time, without the prior written consent of Lessor, assign or sublet this lease or any interest hereunder or otherwise permit the use of the demised premises by any party other than Lessee.

SECTION TWELVE
LIABILITY OF LESSOR

Lessee shall release Lessor, or the representative, agents, and employees of Lessor, from liability for any injury to person or property of Lessee, the agents, invitees, or guests of Lessee, resulting from any cause whatsoever, except injury or damage resulting from the willful acts of Lessor, or the representatives, agents, and employees of Lessor. All personal property belonging to Lessee or any occupant that is in the building or on the premises shall be there at the risk of Lessee or the occupant only, and Lessor shall not be liable for any damage thereto or the theft or misappropriation thereof.

SECTION THIRTEEN
INDEMNIFICATION OF LESSOR

Lessee agrees to indemnify Lessor, or the representatives, agents and employees of Lessor against all liability for injuries to person or damage to property caused by Lessee's negligent use or occupancy of the demised premises and the airport facilities. Lessee shall indemnify Lessor against all claims filed by parties injured or damaged by an accident as provided herein. Provided further, Lessor shall give to Lessee prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingently or otherwise, affects or might affect Lessee.

SECTION FOURTEEN
DAMAGE OR DESTRUCTION OF PREMISES

If any building of Lessor in which Lessee occupies space under this agreement is partially damaged by fire, the elements, the public enemy, or other casualty, the building shall be repaired with due diligence by Lessor at its own cost and expense. If the damage is so extensive as to render the building untenantable, but capable of being repaired in a reasonable time period, the rent payable under this lease with respect to Lessee's space in building shall be proportionately paid up to the time of the damage and shall then cease until such time as the building is tenantable again. Lessee, at its option, may cancel so much of this agreement as relates to the untenantable building, the cancellation to be effective as of the date the building was damaged or destroyed.

SECTION FIFTEEN
DEFAULT

Each of the following events shall constitute a default or breach of this lease by Lessee:

1. Lessee shall fail to pay Lessor any rent when the rent shall become due and shall not make the payment within 10 days after notice thereof by Lessor or Lessee.
2. If Lessee shall fail to conform or comply with any of the conditions of this lease and if the nonconformance shall continue for a period of 10 days after notice thereof by Lessor to Lessee.
3. If Lessee shall vacate or abandon the demised premises. The premises shall be deemed vacated and abandoned by Lessee if the premises have not been used by Lessee for storage of Lessee owned aircraft for a continuous period of 60 days. In the event of any default hereunder, the Lessor shall have the right to cancel and terminate the lease by not less than 5 days notice of the cancellation termination mailed to Lessee.

Lessor may re-enter the premises immediately and remove the property of Lessee, and store the property at a place selected by Lessor, at the expense of Lessee.

SECTION SIXTEEN
LIEN FOR SECURITY

Lessor shall have a possessory lien on the aircraft and all other personal property of Lessee kept or used on the premises, to secure payment of rent and to secure performance of all other obligations of Lessee hereunder. Lessor shall be allowed to retain possession of said aircraft and personal property until all rent payments are made and all obligations of Lessee are performed.

SECTION SEVENTEEN
NOTICE

Notice provided for herein shall be sufficient if sent by registered mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may from time to time designate in writing.

SECTION EIGHTEEN
TERMINATION

In addition to the grounds of termination as further set forth herein, Lessor or Lessee may terminate this lease by notice in writing given either personally or mailed by registered mail to the addresses set forth herein, at least 30 days prior to the intended termination date.

SECTION NINETEEN
SEVERANCE CLAUSE

If any portion, clause, condition and/or covenant of this lease is declared by a court of competent jurisdiction to be unenforceable, the remaining portion, clauses, and/or covenants herein shall remain if full force and effect and fully enforceable for the duration of the leasehold herein.

SIGNATURE – By signing below, the Lessee **ACKNOWLEDGES HAVING READ AND UNDERSTAND AND AGREES TO THE CONTENTS OF THIS AGREEMENT EXECUTED THIS _____ DAY OF _____20____.**

_____
City of Cameron / City Manager

_____
Lessee

_____
Lessee