

BILL NO. 18-01

ORDINANCE NO. 4.409

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BY AND BETWEEN THE CITY OF GLADSTONE, MISSOURI, AND THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI FOR LEASE OF THE MAPLE WOODS NATURE PRESERVE.

WHEREAS, the City of Gladstone presently leases the 38.79 acre area known as the Maple Woods Preserve from the Missouri Department of Conservation for \$1.00 and other valuable considerations; and

WHEREAS, such Lease Agreement executed in 1988 for a ten year period has expired and the City of Gladstone and the Conservation Commission of the State of Missouri mutually desire to enter into a new lease for an additional ten-year period; and

WHEREAS, the City of Gladstone is authorized to enter into this Lease Agreement with the Missouri Department of Conservation pursuant to Section 70.210 *et seq.*, RSMo.

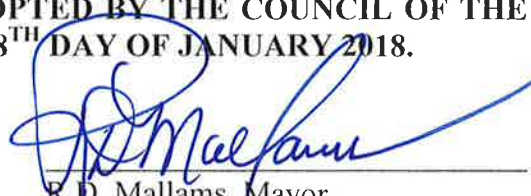
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

Section 1. the City Manager of the City of Gladstone, Missouri is hereby authorized to execute the Lease Agreement with the Conservation Commission of the State of Missouri, attached hereto as Exhibit "A" for a ten-year period under the terms and conditions set forth therein.

Section 2. That this Ordinance shall be in full force and effect from and after its passage.

Section 3. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 8TH DAY OF JANUARY 2018.


R.D. Mallams, Mayor

ATTEST:



Ruth E. Bocchino
City Clerk



***Department of Parks, Recreation, & Cultural Arts
Memorandum***

DATE: December 29, 2017

TO: Scott Wingerson, City Manager

FROM: Justin Merkey, Director of Parks, Recreation, and Cultural Arts

RE: Maple Woods Nature Preserve Lease Renewal

Attached please find a lease renewal between the Missouri Department of Conservation and the City of Gladstone for the Maple Woods Nature Preserve. We have leased the preserve from the Missouri Department of Conservation since 1988 at the rate of \$1 for every 10 year period. Our relationship with the Missouri Department of Conservation continues to be positive and cooperative. Acting City Attorney, Padraic Corcoran, reviewed and approved the lease as written and attached.

Once approved, the MDC will plan to continue to take care of minor repairs, the most pressing being that of the bridge on the east side of the preserve.

Please let me know should you have any questions or concerns about this agreement.

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of January 2018, by and between THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI, hereinafter referred to as COMMISSION and CITY OF GLADSTONE, Missouri, a GOVERNMENT ENTITY OF THE State of Missouri, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, COMMISSION is a fee simple owner of a tract of land located in Clay County, Missouri, and more fully described in attached Exhibit "A", said Exhibit "A" is incorporated by reference as if fully set out herein, and comprising a total of thirty-eight and 79/100 (38.79) acres more or less, hereinafter referred to as the tract, and

WHEREAS, COMMISSION is desirous that said tract shall be used as a natural area to exemplify the primitive natural condition of the State of Missouri and for outdoor recreation such as hiking, bird watching, outdoor education, and other nature activities, with emphasis on preservation of the natural condition of the tract.

NOW, THEREFORE, be it mutually agreed by and between the parties; hereto that:

1. For and in consideration of One Dollar (\$1.00) and other valuable consideration, and in further consideration of the faithful performance of and adherence to each and all covenants agreed to in this agreement by City, Commission agrees to let, demise and lease above described tract to City, including all appurtenant structures.

2. The term of this lease shall be for a period of 10 (ten) years from the date of this agreement first above written. City shall be afforded the opportunity to renew this lease for an additional ten (10) year period on the same terms and conditions as contained herein and additional terms and conditions that Commission shall impose at the time of renewal, upon giving of notice of intent to renew by hand or by mail in writing to Commission, no later than six (6) months preceding the expiration date hereof.

3. Said property will be called Maple Woods Natural Area at all times. No sign, billboard, poster, or any other tract, message or picture board shall be erected without the prior inspection and written approval of the Commission, its agents, employees or assigns.

4. City shall manage said tract for recreational, educational, aesthetic and scientific purposes, such as, but not limited to, hiking, bird watching, and outdoor education, all being exclusively directed at the maintenance, enhancement, appreciation and understanding of the natural conditions of the tract, conservation and regulation of the wildlife and wildlife resources of the State of Missouri, and for no other purpose. There shall be no competitive sports or

playing fields on said tract. City shall Not: (a) alter the face of the land in any fashion; (b) erect any structures; (c) destroy any natural vegetation or wildlife, or (d) attempt any construction whatsoever without written approval of Commission.

5. In furtherance of the City's possession and use of said property as a natural area, each party will undertake to perform certain maintenance tasks on the property, as follows:

a. The City shall perform all litter pickup, trash removal, mowing, maintenance of the light standard and welcome sign at the parking lot, trail maintenance (including erosion control) and maintenance of the footbridges (except that any upgrade or replacement of the large bridge at the parking lot shall be the responsibility of MDC and shall be at MDC's expense).

The City shall allow cutting vegetation only with the permission of the Commission area manager.

b. The Commission, acting through the Department of Conservation (MDC) staff, may enter upon the premises and perform natural resource management to maintain the natural integrity of the Natural Area, remove dead or hazard trees identified by MDC staff (or by City staff and for which City staff has given MDC staff reasonable written notice of the possible hazard). MDC staff may deposit such cut or removed dead trees on the property as part of the natural area landscape and in furtherance of wildlife habitat. The Commission, acting through Department staff, may also from time to time enter the premises and remove exotic and invasive species (to include bush honeysuckle), correct soil erosion not a part of the trails, and make needed capital improvements such as repair, restoration or replacement of the parking lot or the primary bridge.

6. All nature trails, hiking trails, interpretive areas, and other public use facilities shall be approved in location, function and design by Commission, its agents, assigns, or employees prior to any work being done to create them.

7. City, to the extent permitted by law, shall hold Commission safe and harmless from all liability, claims, actions, damages, and expense in connection with loss of life, personal injury and/or damage to property arising out of or from any occurrence in, upon, or at the above described tract as a direct or proximate result of the use of said tract by the general public or the City, its employees, assigns and agents, to the extent allowed by law. Nothing in this paragraph shall be interpreted as a waiver of the City's sovereign immunity.

8. Either party may, upon thirty (30) days written notice delivered by hand or by mail, revoke this lease agreement, and upon such revocation, Commission shall reenter and take exclusive possession of said property. Grounds for such revocation of said lease agreement are

solely restricted to any violation by City of Commission of any covenant or covenants herein set out.

9. City may not make any assignment of this lease or any right hereunder, or enter into any sublease of all or any part of the above describe tract, including all appurtenant structures, without the express written consent of the Commission.

10. If City shall default and fail to perform any condition or term of this agreement after thirty (30) days' notice and demand from Commission, then Commission may declare City to be in default under the terms of this lease, and further may declare that default or failure by City to evidence the City's abandonment of the lease and its subject land, and immediately thereafter the Commission shall have the right to re-enter upon and take possession of the leased premises, and remove to storage and thereafter disposal any personal property of City that shall have been found left upon the premises.

IN WITNESS WHEREOF, all parties hereto have set their hands the day and year first above written.

Approved by Legal Counsel

Jennifer Wagner

DEPARTMENT:

The Missouri Department of Conservation

Sara Parker Pauley, Director

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Approved by Legal Counsel

[Handwritten signature]

CITY

The City of Gladstone, Missouri

Settling

Scott Wingerson, City Manager

ATTEST:

Luten Boeckhine

City Clerk Ruth Bocchino