

Pub. Imp. _____
Govt. Grant. _____
Emer. _____
P. Hrngs. _____
Pgs. 7
Filed: 2-2-2010

Sponsored by: Ibarra

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2010-052 SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, on behalf of the City of
2 Springfield, Missouri, to enter into an intergovernmental
3 agreement with the City of Joplin, Missouri, for the lease of
4 two used passenger boarding bridges from the City of
5 Springfield, to the City of Joplin. (Airport staff recommends
6 approval.)
7 _____
8

9 BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGFIELD,
10 MISSOURI, as follows:

11
12 Section 1 – That the City Manager, or his designee, on behalf of the City
13 of Springfield, Missouri, is hereby authorized to enter into an intergovernmental
14 agreement with the City of Joplin, Missouri, said agreement to be substantially in
15 form and content as that document attached hereto and incorporated by
16 reference as “Exhibit A.” The City Manager, or his designee, is further
17 authorized, upon the execution and approval of the intergovernmental agreement
18 by both parties thereto, to perform or direct to be performed all of the duties and
19 obligations under said agreement.
20

21 Section 2 – This ordinance shall be in full force and effect from and after
22 passage.
23

24 Passed at meeting: _____
25
26

27 _____
28 Mayor
29
30

31 Attest: _____, City Clerk

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34 Filed as an Ordinance: _____

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37 Approved as to form: Sarah Kerner , Assistant City Attorney

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40 Approved for Council action: Guy Bunt , City Manager

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N:\SHARE\CBILLS\2010\2-8-2010\AIRPORT PASSANGER BRIDGE AGREEMENT WITH JOPLIN_ORD_SK_DW

Aff. Agcy. Noticed _____
Emergency Required _____
P. Hrngs. Required _____
Fiscal Note Required _____
Board Rec. Required _____

EXPLANATION TO COUNCIL BILL NO. 2010 - _____

ORIGINATING DEPARTMENT: Airport

PURPOSE: To lease two used passenger boarding bridges from the Springfield-Branson National Airport to the Joplin Airport. (Airport staff recommends approval.)

BACKGROUND: "Passenger boarding bridges" are the mechanically-operated covered walkways that connect an airport terminal building to an airplane.

The old airport terminal on West Kearney had seven passenger boarding bridges, five that served gates on the second level of the building (one level above the aircraft ramp) and two that served gates on the main level of the building (same level as aircraft ramp). The new airport terminal on Airport Blvd. has ten gates on the level above the aircraft ramp and none on the same level as the aircraft ramp.

When the new Airport terminal was constructed, the Airport purchased five new passenger boarding bridges and rehabilitated its five existing second-level passenger boarding bridges to serve its ten second-level passenger boarding gates. The two main-level passenger boarding bridges (DEW Model R48-RIAM) from the old terminal cannot reach up to the doors of the new terminal gates, so they were left at the old terminal and are not in use. The two main-level passenger boarding bridges were purchased in 2000 and are still functional, but the Airport does not need them since it only has 10 passenger gates at the new terminal building. These two bridges cannot be used at the new terminal building.

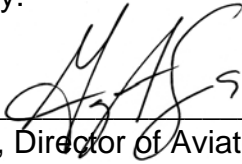
REMARKS: The Joplin Airport's new terminal building was designed for use with main-level passenger boarding bridges, but Joplin has been unable to purchase them due to lack of funding. In order to further airport modernization in Southwest Missouri, the Springfield-Branson National Airport proposes to lease the two remaining bridges to the Joplin Airport at a cost of \$1 per year, in exchange for Joplin covering the cost of transporting, installing, and maintaining the boarding bridges. By entering into this lease rather than listing the bridges as surplus, the bridges will continue to be used as functional equipment, rather than sold for the cost of the scrap metal.

No budget adjustment is required.

This lease agreement has been approved by Joplin City Council, Council Bill 2010-101. Joplin estimates that its expenses associated with this lease (transporting, installing, and maintaining the boarding bridges) will be approximately \$25,000.

RECOMMENDATION: Airport staff recommends approval.

Submitted by:



Gary A. Cyr, Director of Aviation

Approved by:



City Manager

| | | | |
|---|-----------------------|--|---------|
| ROUTING ORDER | (1) ORIGINATING DEPT. | (2) CONTRACTOR | (3) FIN |
| | (4) LAW DEPARTMENT | (5) CITY MANAGER'S OFFICE | (6) CIT |
| EFFECTIVE DATE | TERMINATION DATE | CONTRACT # | |
| SPRINGFIELD | | JOPLIN | |
| CITY OF SPRINGFIELD AIRPORT BOARD 2300 N. AIRPORT BLVD., SUITE 100 SPRINGFIELD, MO 65802 PHONE (417) 868-0500 FAX (417) 868-0510 ATTN: DIRECTOR OF AVIATION | | CITY OF JOPLIN, MISSOURI JOPLIN REGIONAL AIRPORT 602 SOUTH MAIN JOPLIN, MO 64801 PHONE (417) 623-0262 ATTN: MANAGER | |

LEASE

This Lease is entered into this 5 day of JANUARY, 2010, for good and valuable consideration, by and between the above-referenced Springfield and Joplin, for Springfield's lease of passenger boarding bridges to Joplin. The parties wish to establish the terms and conditions of the lease as follows:

- 1. Leased Equipment.** Springfield hereby leases to Joplin, and Joplin leases from Springfield, certain personal property ("Leased Equipment") more particularly described as:
- 2. Ownership Assurances.** Springfield covenants that it is the owner of the Leased Equipment and has good title thereto, free and clear of all liens and encumbrances having priority over this Lease, and Springfield has the right and authority to lease same.
- 3. Term; Rent.** The ~~initial term~~ of the Lease shall commence on the 5 day of JANUARY, 2010 and continue for one year, until DECEMBER, 2010. The Lease shall ~~then continue on a month-to-month~~ basis thereafter until terminated by either party as provided by this Lease. Joplin shall pay the amount of One Dollar for the Leased Equipment for the initial term, receipt of which is hereby acknowledged, and shall perform the promises and covenants herein contained as additional consideration for the use of the Leased Equipment through the initial and any additional terms.
- 4. Transportation of Leased Equipment.** ~~Joplin shall be responsible for all costs associated with relocating the Leased Equipment from Springfield's Airport to Joplin's Airport upon the commencement of this Lease.~~ Leased Equipment shall not be removed from Joplin's Airport once Joplin has placed it in that location, unless this Lease is terminated.
- 5. Use of Equipment and Inspection.** During the term of this Lease, Springfield agrees to provide Joplin with the use and quiet enjoyment of the Leased Equipment. Springfield shall have the right at all reasonable times during business hours to enter upon Joplin's Airport property for the purposes of inspecting the Leased Equipment. All of the Leased Equipment shall be used solely for aviation-related purposes by employees, agents, or tenants of Joplin, and for no other purposes. Any use of the Leased Equipment, by other persons or for other purposes, shall be considered a breach of this Lease.
- 6. Repairs.** Joplin accepts Leased Equipment as-is. Joplin shall be responsible for and pay for all necessary repairs, maintenance, additions, attachments, and accessories. Joplin shall maintain the Leased Equipment in good repair and working order, ordinary wear and tear excepted. All accessories incorporated in or affixed to the Leased Equipment shall become a part thereof and the title thereto shall vest in Springfield.
- 7. Insurance.** Joplin shall obtain and provide insurance for this leased Equipment similar to the insurance it maintains applicable to similar items of equipment currently leased or owned by Joplin.
- 8. Destruction of Leased Equipment.** If the Leased Equipment or any portion thereof is stolen, destroyed in whole or in part, or damaged by fire or other casualty, Joplin shall have the option to either repair or replace the Leased Equipment, or to

terminate this Lease. In the event Joplin chooses to repair the Leased Equipment, any and all insurance provided by Joplin may be applied thereto and any excess retained by Joplin. In the event Joplin terminates this Lease, Joplin shall pay to Springfield any and all insurance proceeds Joplin receives that are related to the destruction of the Leased Equipment.

9. **Termination.** Either party may terminate this Lease by giving thirty days prior written notice to the other party. If one party is in breach of its obligations under this Lease, the non-breaching party shall give the breaching party notice of the breach and no less than 7 days to correct same, and if the breaching party fails to correct the breach, the non-breaching party shall have the right to terminate this lease by giving an additional 5 days written notice to the other party. Upon termination, Joplin shall surrender the Leased Equipment in as good condition as when received, except damage by Destruction (See Lease Section 8) or ordinary wear and tear. The party terminating this Lease shall be responsible for any expense related to returning the Leased Equipment to Springfield.

10. **Assignment by Joplin.** Joplin is not to assign, transfer, encumber or otherwise dispose of the Leased Equipment or any portion thereof without the prior written consent of Springfield.

11. **Notice.** All notices required or permitted by this Lease shall be given by first class mail addressed to Springfield at 2300 N. Airport Blvd., Suite 100, Springfield, MO 65802 Attn: Director of Aviation and to Joplin at: 602 S. MAIN ST. JOPLIN
MO.

12. **Severability.** In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

13. **Jurisdiction.** This Lease and every question arising under it shall be governed by and construed in accordance with the laws of the State of Missouri. Should any part of this Lease be adjudicated, venue shall only be proper in the Circuit Court of Greene County, Missouri.

14. **Liability.**

- a. Springfield is not liable to Joplin for loss of business or damages of any nature resulting from use of Leased Equipment by Joplin or its employees, agents, or tenants.
- b. Springfield is not liable to Joplin for any loss of or damage to any real or personal property, fixture, or equipment, where said loss or damage is caused in any way by Leased Equipment.
- c. Springfield is not liable to Joplin for any loss of or damage sustained by reason of any defect or deficiency of the Leased Equipment.
- d. If Springfield is subject to any civil fine, penalty, or other monetary assessment by reason of Joplin's violation of any federal, state, or local laws or regulations, as may be enacted or amended, Joplin must pay the cost of such assessment. Joplin must indemnify and hold harmless Board from any assessment charged against Springfield by reason of Joplin's violation.
- e. Neither party is liable to the other for its failure to perform any obligation under this Lease or for any delay in the performance thereof, nor must any such delay or failure be deemed a default by the non-performing party when such failure or delay is occasioned by any cause beyond such party's reasonable control or jurisdiction.

15. **Indemnity.** Joplin must defend, indemnify, reimburse, and save harmless Springfield from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees, property damage, and personal injury, including death) arising out of or resulting from acts, errors, or omission of Joplin, any sublessee of Joplin, or any person directly or indirectly employed by any of them, or by an act, error, or omission of any other person for whom Joplin or its sublessee may be liable. Joplin shall reimburse and hold harmless Springfield for any costs or liabilities accruing to Springfield resulting from a breach of the terms of this Lease by the Joplin. The provisions of this Section do not reduce any additional right of indemnification that Springfield may otherwise have under statute, in law, or equity. The provisions of this section survive the termination of this Lease.

16. **Legal Expenses.** If either party pursues legal action on this Lease, Springfield—if a prevailing party—may recover: interest, reasonable attorney's fees, court costs, and litigation expenses, including expert witness fees and expenses.

17. **Subordination.** Lease is subordinate to any existing or future agreement between Springfield and the United States relative to Airport maintenance, operation, or development.

18. **War or National Emergency.** During a time of war or national emergency, Airport may enter into an agreement with the United States that suspends Lease in whole or in part.

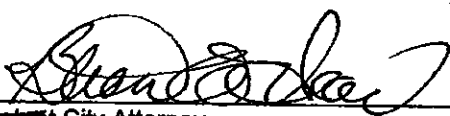
19. **Conflicts.** No salaried officer or employee of Springfield, no Springfield City Council member, and no Springfield Airport Board member shall have a financial interest, direct or indirect, in this Lease. No federal regulation, or applicable provision in Section 105.450 et seq. RSMo., shall be violated. A violation of this provision renders the Lease void.

20. **Non-Exclusive Rights.** Nothing contained within this Lease shall be construed as granting or authorizing the granting of exclusive rights or privileges to Joplin or others, as defined in §308 of the Federal Aviation Act of 1958, as amended.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM


Assistant City Attorney

By: 
Steve Stockham, Manager

CITY OF SPRINGFIELD, MISSOURI, BY AND THROUGH ITS AIRPORT BOARD

APPROVED AS TO FORM

Assistant City Attorney

By: _____
City Manager or his designee

