

RESOLUTION NO. 20-2023

**A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI, APPROVING ADDENDUM NO. 2 TO THE LEASE AND AGREEMENT BETWEEN THE CITY OF CLINTON AND THE CLINTON AIRPORT ASSOCIATION, INC.**

**WHEREAS**, the City of Clinton and the Clinton Airport Association, Inc. entered into a lease agreement on June 17, 2008; and

**WHEREAS**, the City of Clinton and the Clinton Airport Association, Inc. executed Addendum No.1 to the lease agreement on April 16, 2013; and

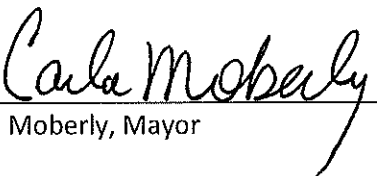
**WHEREAS**, the City of Clinton and the Clinton Airport now desire to approve Addendum No. 2 to amend certain terms of the lease agreement approved on June 17, 2008;

**NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:**

**Section 1.** Addendum No. 2 between the City of Clinton and the Clinton Airport Association, Inc. is hereby approved.

**Section 2.** The Mayor of Clinton is hereby authorized to execute said Addendum on behalf of the City of Clinton.

Approved this 21<sup>st</sup> day of November, 2023.

  
Carla Moberly, Mayor

ATTEST

  
Wendee Seaton, City Clerk



**ADDENDUM NO. 2  
TO LEASE AND AGREEMENT**

THIS ADDENDUM NO. 2 is entered into this 21<sup>st</sup> day of November, 2023, by the CITY OF CLINTON, MISSOURI, a Municipal Corporation, hereinafter referred to as "Lessor" and the CLINTON AIRPORT ASSOCIATION, INC., a non-profit Missouri Corporation, hereinafter referred to as "Lessee".

**WITNESSETH:**

**WHEREAS**, Lessor and Lessee entered into a Lease and Agreement on June 17, 2008 (hereinafter, "Original Agreement"), for the premises commonly known as and utilized as the Clinton Memorial Airport; and

**WHEREAS**, Lessor and Lessee entered into Addendum No. 1 on April 16, 2023, to amend the Original Agreement; and

**WHEREAS**, Lessor and Lessee now desire to approve Addendum No. 2 to amend the Original Agreement and Addendum No. 1

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Lessor and Lessee agree to amend the following sections, or parts thereof, of the Original Agreement:

1) Section 1 is amended to read as follows:

**SECTION 1 – CITY OPERATING SUBSIDY**

Lessor agrees to provide an operating subsidy to Lessee in the amount of \$150,000.00 per year during the term of this lease unless modified under the terms of this agreement. This subsidy is to be paid semi-annually, with payments of \$75,000.00 being made on or before January 1<sup>st</sup> and July 1<sup>st</sup> of each year. The first payment shall be made on or before January 1, 2024. This subsidy may be modified only by written agreement of the parties. The party requesting a change in the subsidy shall notify the other party by certified or registered mail by May 31<sup>st</sup> of any year that a change is being requested. This change, if any, is to take effect on the following fiscal year beginning October 1 in the year of the requested change.

2) Section 10 is hereby amended to read as follows:

**SECTION 10 – INSURANCE**

Lessee shall purchase and continue in force in the names of Lessor and Lessee general liability insurance against any and all claims for injuries to person or property occurring, in, on or about the demised premises during the term of this lease. Such insurance shall be not less than \$2,000,000.00 per occurrence.

Lessor agrees to pay one-half of the additional cost of all liability coverage in excess of \$1,000,000.00 annually.

3) The following sections are added to Section 8:

I. Lessee shall at all times provide Lessor with means of access to all portions of the demised premises.

J. Lessee shall comply with all laws, orders, ordinances and other legal requirements now or hereafter affecting the demised premises. Nothing herein contained shall be construed to grant or authorize the granting of any exclusive right to Lessee prohibited by Section 308 of the Federal Aviation Act of 1958, as amended. Lessee shall not, on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of the Regulations of the Federal Aviation Administration.

4) Except as modified herein, and in Addendum No. 1, the original Lease remains in effect, unaltered. In the event of any conflict between addenda, the most recent addenda in time shall control.

IN WITNESS WHEREOF, the parties have executed Addendum No. 2 in Clinton, Missouri the day and year first above written.

CITY OF CLINTON:

By: Carla Moberly  
Carla Moberly, Mayor

CLINTON AIRPORT ASSOCIATION, INC.:

By: Jeff Stone  
Jeff Stone, President

Attest: Wendee Seaton  
Wendee Seaton, City Clerk

Attest: Chris Walker  
Chris Walker, Secretary

