

ORDINANCE

AN ORDINANCE AUTHORIZING THE CITY OF COATESVILLE TO ENTER INTO AN AGRICULTURAL LEASE FOR THE CONTI PROPERTY OWNED BY THE CITY ACCORDING TO CERTAIN TERMS FAVORABLE TO THE CITY AND FURTHER AUTHORIZING THE RE-LEASING OF SAID PROPERTY BY RESOLUTION FOR TERMS APPROVED BY CITY COUNCIL PRIOR TO THE GROWING SEASON FOR ANY YEAR THE CITY WISHES TO CONTINUE TO LEASE THIS PROPERTY CONSISTENT WITH PROCEDURES GOVERNING CONTRACTS

WHEREAS, the City of Coatesville is a Third Class City situated in Chester County, Pennsylvania, operating under its Home Rule Charter and the Third Class City Code; and,

WHEREAS, under the City Charter, the City is required to pass an Ordinance in situations where the Council takes action to “[p]urchase, convey, lease or authorize the purchase, conveyance or lease of real property.” City Charter, Article III, § 2301. G.; and,

WHEREAS, the City owns a property known as the “Conti Property” located in West Brandywine Township, Chester County, Pennsylvania (Tax Parcel 28-8-5.5) consisting of approximately 63 acres (36 acres of which is tillable land) which the City has an obligation to care for and maintain; and

WHEREAS, the City has received a proposal from Leonard Smoker to enter into an Agrigultural Lease for the Conti Property for 36 acres at \$150.00 per acre (\$5,400.00 per year) and the City has prepared a Lease in a form that it is believes Leonard Smoker will accept, which lease is attached hereto as Exhibit “A”; and,

WHEREAS, the City recognizes that a suitable Agricultural Lease will save the City from additional costs and expenses of care and maintenance of the Conti Property and will provide income to the City, and that it may be advantageous to the City from time to time to enter into additional Agricultural Leases for ensuing years subject to approval by resolution of City Council after appropriate investigation and compliance with all procedures relative to the entry of contracts applicable to a Third Class City Code and under the City Charter.

NOW THEREFORE, in consideration of the forgoing, and its authority under the Third Class City Code and its Charter, the City of Coatesville City Council does hereby enact and decree that:

1. The City Manager, or City Council President is authorized to sign an Agricultural Lease in substantially the form attached hereto and to do all things necessary to effectuate said lease.
2. The City shall be permitted to enter into similar leases at reasonable rates, complying at all times with the City Charter and Third Class City Code provisions governing Contracts, upon presentation of such an Agricultural Lease, and the passage of a Resolution of City Council authorizing its terms.
3. Should any section, paragraph, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of said Ordinance shall not be affected thereby, and shall remain in full force and effect.

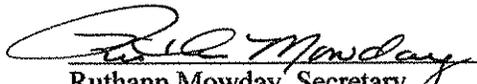
4. This Ordinance shall become effective thirty (30) days after publication following final adoption in accordance with the City Charter and the Third-Class City Code.

ENACTED AND ORDAINED THIS 22nd DAY OF FEBRUARY 2010.



Edward Simpson
City Council President

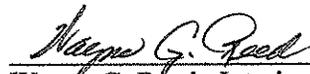
ATTEST:



Ruthann Mowday, Secretary

CERTIFICATION

I HEREBY CERTIFY that the foregoing Ordinance was introduced on the 8th day of February, 2010 and was duly enacted by the Council of the City of Coatesville, Chester County, Pennsylvania, of the 22nd day of February, 2010, that the vote upon the said Ordinance has been recorded in the Minutes of the City Council and that the Ordinance has been fully recorded.



Wayne G. Reed, Interim City Manager

FARMLAND LEASE

This Farmland Lease (hereinafter "Lease") is entered into this ___ day of _____, 2010, by and between the City of Coatesville, the Lessor, One City Hall Place, Coatesville, PA 19320 and Leonard Smoker, the Lessee, 3838 South Blackhorse Road, Parkesburg, Pennsylvania 19365.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby covenant, contract and agree as follows:

1. GRANT OF LEASE

The Lessor hereby leases to the Lessee, to use only for agricultural purposes, the following-described property, located at *E/S* of Pratts Dam Road and *W/S* of Manor Road, (Route 82) West Brandywine Township, Chester County, PA 19320 and commonly known as the City of Coatesville Conti Property; consisting of approximately 63 acres of open space, more or less, 36 acres of which is tillable land.

The Lessor reserves the right of itself, its agents, employees, or his assigns to enter the farm at any reasonable time for purposes of (a) of consultation with the Lessee; (b) of making inspections; and (c) after notice of termination of the Lease is given, none of which is to interfere with the Lessee in carrying out regular farm operations.

The Lessor does not convey to the Lessee the right to lease or sublet any part of the Land or to assign the lease to any person or persons whomsoever.

If the Lessor should sell or otherwise transfer title to the land, he will do so subject to the provisions of this Lease.

2. TERM AND PAYMENT

This Lease shall commence on April 1, 2010 and expire on March 31, 2011. For said term, Lessee agrees to pay Lessor total rent of Five Thousand Four Hundred Dollars (\$5,400.00) (or 36 tillable acres at \$150.00 per acre). Rent shall be paid in equal one-half payments of Two Thousand Seven Hundred Dollars (\$2,700.00) on April 1, 2010 and Two Thousand Seven Hundred Dollars (\$2,700.00) on November 1, 2010.

The terms of this Lease shall be binding upon the heirs, executors, administrators, and successors of both the Lessor and the Lessee in like manner as upon the original parties.

The Lessee agrees to surrender possession of the land peaceably at the termination of the Lease.

3. SPECIAL PROVISIONS

To improve the land, conserve its resources, and maintain it in a high state of cultivation, the two parties agree as follows:

- a. The Lessee will maintain the land during his tenancy in as good condition as at the beginning, normal wear and depreciation and damages from causes beyond Lessee's control excepted.
- b. The Lessee will operate the land in an efficient and husband like way.

Exhibit "A"

- c. The Lessee will not, without written consent of the Lessor, cut live trees for sale or personal use.
- d. The Lessor reserves the right to prevent the production of any crop on any or all land where the production of such crop would clearly damage the land due to excessive erosion or other causes.
- e. The Lessee will use fertilization practices which will prevent depletion of the essential plant food elements in the soil. In this regard, Lessee will provide the Lessor records from Cochranville Ag. (or other service assisting the Lessee) which establish the status of the soil based upon soil samples and the recommendations of treatment with lime and other fertilizers and will confirm that such appropriate treatment has been provided to the soil.
- f. Lessee will rotate crops in accordance with best practices and will use minimum till practices to prevent erosion, and in the event of any erosion will restore the soil correcting any damages from such erosion.

Each party agrees that the other party shall in no way be responsible for the debts of, or liabilities for accidents or damages caused by the other party. The Lessee shall identify the Lessor, City of Coatesville, as an additional insured on its liability and commercial insurance policy with respect to any personal injuries or damages caused as a result of Lessee's rental hereunder and will supply proof of such insurance to the Lessor at the signing of this Lease.

Willful neglect, failure or refusal by either party to carry out any substantial provision of this Lease shall give the other party the benefits of any proceedings provided by law.

4. CONSEQUENCES OF BREACH

In the event of breach of this Lease by the failure of Lessee to timely pay the rent herein set forth, or by any other violation of the terms hereof, then the Lessor may, at its option terminate this Lease, evict Lessee, and recover the total rental for the entire term of this Lease as Lessor's contractual damages. Lessor shall also be entitled to recover all reasonable attorney's fees and costs of litigation from Lessee as a result of any breach of the terms of this Lease.

THIS LEASE REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE ALTERED OTHER THAN BY A WRITING SIGNED BY BOTH PARTIES. THIS LEASE IS MADE UNDER APPLICABLE LAW AND IS NOT TO BE CONSTRUED AS A LIMITATION ON ANY LEGAL RIGHTS AND REMEDIES AVAILABLE TO THE PARTIES UNDER APPLICABLE LAW.

NOTICES TO PARTIES: WHEN SIGNED AND EXCHANGED VIA FACSIMILE, THIS AGREEMENT IS A BINDING CONTRACT.

Lessor: _____
 Authorized Agent of City of Coatesville

 Date

Lessee: _____
 Leonard Smoker

 Date