

**SUPPLEMENTAL AGENDA**

**REGULAR CITY COUNCIL MEETING**

February 12, 2018

5:30 p.m.

CITY HALL COUNCIL CHAMBER

313 COURT STREET

THE DALLES, OREGON

**Item to be Added to Agenda**

12. ACTION ITEM

B. Approval of Lease Agreement for Mobile Home at Columbia Gorge Regional Airport

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Izetta Grossman, City Clerk



## AGENDA STAFF REPORT

### AGENDA LOCATION: Action Item #12-B

**MEETING DATE:** February 12, 2018

**TO:** Honorable Mayor and City Council

**FROM:** Gene Parker, City Attorney

**ISSUE:** Approval of Lease Agreement for Mobile Home at Columbia Gorge Regional Airport

**BACKGROUND:** As part of their response to the Request for Proposals for fixed based operator services at the Airport, Hood Tech Corp. Aero Inc., dba TacAero proposed to lease the mobile home at the Airport for the sum of \$300 per month. Enclosed with this agenda staff report is a proposed lease for the mobile home. The proposed lease has been approved by TacAero and the Prosecuting Attorney for Klickitat County.

Under the Lease, Tac Aero will pay the sum of \$97 for prorated rent for the month of January, as their employee has been occupying the mobile home since TacAero began providing services on January 22, 2018. Beginning on February 1, 2018, TacAero will begin making monthly rental payments of \$300. They will also pay a security deposit of \$300. The proposed lease would continue on a year-to-year basis subject to the parties agreeing upon the terms of an annual renewal including any possible increase in the monthly rent, and subject to either party's right to terminate the lease upon thirty days' written notice.

**BUDGET IMPLICATIONS:** The City and Klickitat County will be receiving monthly rental income of \$300.

### **COUNCIL ALTERNATIVES:**

1. **Staff recommendation:** *Move to authorize the Mayor and City staff to execute the Mobile Home Lease Agreement with Klickitat County and Hood Tech*

*Corp., Aero Inc., dba TacAero.*

2. The Council can identify provisions which they desire to amend, and direct staff to present an amended lease to TacAero and Klickitat County for their review.

MOBILE HOME LEASE AGREEMENT

THIS AGREEMENT entered into in duplicate on the \_\_\_\_ day of \_\_\_\_\_, 2018, between City of The Dalles, a municipal corporation of the State of Oregon, and Klickitat County, a municipal corporation of the State of Washington, hereinafter called "Lessor" and Hood Tech Corp. Aero Inc., dba TacAero, hereinafter called "Lessee". All promises and agreements made by both parties shall be contained in writing within the Lease Agreement, hereinafter referred to as Agreement, and no changes in this Agreement shall be enforceable unless such changes are in writing.

**1. DESCRIPTION OF PROPERTY RENTED.** Lessor hereby agrees to rent to Lessee a mobile home described as: 1992 Champion Sequoia, Model No. SD135N, 14 X 66 Mobile Home. The mobile home is installed upon premises located at the Columbia Gorge Regional/The Dalles Municipal Airport, Klickitat County, Washington.

**2. NOTICES.** All notices required to be served under this Agreement shall be served by depositing the notice in the mail, postage prepaid, certified mail return receipt requested, addressed to the parties at the addresses shown below, or to such other address as provided by either party:

<p><b>LESSOR</b></p> <p>City of The Dalles, Oregon  Klickitat County, Washington  c/o Aviation Management Services, LLC  PO Box 2190  The Dalles, OR 97058</p>	<p><b>LESSEE</b></p> <p>Hood Tech Corp., Aero, dba  TacAero  1756 Country Club Road  Hood River, OR 97031</p>
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**3. RENTAL CHARGE; TERM OF AGREEMENT.** Lessee agrees to pay a monthly rental payment of \$300.00. For the month of January, 2018, Lessee shall pay the sum of \$97.00 for prorated rent for the month of January. Beginning on February 1, 2018, rental payments of \$300.00 shall be paid on the first day of each month. The initial term of the Agreement shall expire on the 31<sup>st</sup> day of January, 2019. This Agreement shall continue on a year- to-year basis, subject to the parties mutually agreeing to the terms of an annual renewal including any increase in the monthly rental, and subject to the parties' right to terminate the Agreement pursuant to paragraph 9. The rental payments shall be made to the City of The Dalles, Finance Department, 313 Court Street, The Dalles, Oregon, 97058.

**4. SECURITY DEPOSIT.** The Lessor acknowledges receipt from Lessee of a security deposit of \$300.00 to secure Lessee's performance of the obligations of this Agreement. This deposit will be refunded not later than 30 days after termination of the tenancy and delivery of possession to Lessor unless Lessor gives written notice to Lessee stating that some or all of the deposit is being withheld as a reasonable sum to compensate Lessor for (1) default in performance of the Agreement, but not including failure of Lessee to maintain the tenancy for a specified term; (2) repair of damages to the premises caused by Lessee, but not including ordinary wear and tear.

**5. REQUIREMENTS.** Lessee will be responsible for watering and mowing the grass in a 50-foot radius from the mobile home for fire protection. Lessee will keep the garbage picked up and will not allow litter in or around the premises. Lessee will not allow derelict vehicles or equipment to be parked on the premises.

**6. UTILITIES.** Lessee will pay for the costs of the following utilities: sewer, electricity, garbage, telephone and cable.

**7. ASSIGNMENT OR SUBLETTING PROHIBITED.** Lessee will not assign this Agreement without Lessor's written consent, and then may do so only if the sub-lessee or assignee signs and agrees to be bound by this Agreement.

**8. IMPROVEMENTS TO MOBILE HOME.** All improvements to the mobile home covered by this Agreement, including landscaping, become the property of Lessor upon termination of the tenancy by Lessee or Lessor except as provided below. Lessee may keep the following: None.

**9. TERMINATION OF TENANCY.** This Agreement may be terminated as follows: Either party may terminate the lease upon giving the other party thirty (30) days written notice.

**10. COSTS AND DISBURSEMENTS.** In any suit or action arising out of this Agreement or interpretation of its terms, reasonable attorney fees may be awarded to prevailing party in both trial and appellate courts as part of costs and disbursements.

**11. AGREEMENT SUBJECT TO WASHINGTON LAW.** This Agreement is subject to the Residential Landlord and Tenant Act and Washington laws regarding mobile homes and neither Lessor nor Lessee by this Agreement waives any right granted to either by such laws.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

**Lessee acknowledges receipt of a copy of this Agreement.**

LESSOR

LESSEE

CITY OF THE DALLES, OREGON

HOOD TECH CORP. AERO, INC.  
and TACAERO

\_\_\_\_\_  
Stephen E. Lawrence, Mayor

\_\_\_\_\_  
Jeremy Young, President

Attest:

\_\_\_\_\_  
Izetta Grossman, City Clerk

Approved as to form:

\_\_\_\_\_  
Gene E. Parker, City Attorney

BOARD OF COUNTY COMMISSIONERS  
KLICKITAT COUNTY

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest:

\_\_\_\_\_  
Clerk of the Board

Approved as to form:

\_\_\_\_\_  
David Quesnel, Klickitat County  
Prosecuting Attorney