



Handwritten initials/signature

CLARK COUNTY STAFF REPORT

DEPARTMENT/DIVISION: Public Works / Parks & Recreation / Property Management

DATE: February 26, 2013

REQUEST: Sign and approve attached residential lease agreement for park property.

CHECK ONE: [X] Consent _____ Chief Administrative Officer

PUBLIC WORKS GOALS:

- Provide safe and efficient transportation systems within Clark County
Continue responsible stewardship of public funds
Promote family-wage job creation and economic development to support a thriving community
Maintain a desirable quality of life
Improve environmental stewardship and protection of natural resources
Increase partnerships and foster an engaged, informed community
Make Public Works a great place to work

BACKGROUND: The property lease management program provides an alternative method to traditional maintenance by utilizing resources other than County staff to maintain our undeveloped park properties.

Recently, the Warne property rental became vacant. Given the general good condition of this dwelling and the unknown timing of development of this property, it has been determined to be in the best interest of Clark County to keep this property in the residential lease program and a new renter has been secured.

Attached for signature is a Real Property Lease agreement for the following property:

Table with 4 columns: Property Name, Location (general), Lessee, Annual Revenue. Row 1: Warne, 5503 NE 119th St., Joseph & Allison Klemz, \$15,600

COMMUNITY OUTREACH: All properties available for lease, either residential or agricultural are advertised either via the internet, the local newspaper (vacant rentals), word of mouth or signage.

BUDGET AND POLICY IMPLICATIONS: Currently all revenue generated is deposited into the County General Fund.

FISCAL IMPACTS: [X] Yes (See Attached Fiscal Impacts Form) [] No

ACTION REQUESTED: It is requested that the Board of Clark County Commissioners sign and approve the attached residential lease agreement.

PW13-017

DISTRIBUTION: Please provide the signed copies to the Public Works Department for distribution to the Vancouver-Clark Parks & Recreation Department, attention Jeremy Kanooth.



Laura Hudson
Interim Vancouver-Clark Parks & Recreation

APPROVED: February 26, 2013
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS



Peter Capell, P.E.
Public Works Director/County Engineer

SR 026-13

JA/PC/JK

c: Jeremy Kanooth, PW Central Files

PW13-07

REAL ESTATE LEASE

PW-13-11

This Lease Agreement (this "Lease") is made effective as of March 1, 2013 by and between Clark County ("Lessor"), and Joseph & Allison Klemz ("Lessee"). The parties agree as follows:

WITNESSETH:

For the rental and upon the terms, conditions and stipulations hereinafter set forth, the Lessor hereby leases to the Lessee the following described property situated in the County of Clark, State of Washington. The parties agree as follows:

PREMISES. Lessor, in consideration of the lease payments provided in this Lease, leases to Lessee a single family residence (the "Premises") located at 5503 NE 119th St. Vancouver, WA 98686, parcel serial #199236-000.

TERM. The lease term shall begin on March 1, 2013 and terminate on February 28, 2014.

RENEWAL TERMS. The Lessee has the option to renew the lease in successive, six-month intervals. Lease payments and conditions of the Real Estate Lease are subject to revisions during renewal terms.

HOLDOVER. If Lessee maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Lessee shall pay to Lessor lease payments in the amount \$1,300 per month for the Holdover Period based on the terms of the following Lease Payments paragraph.

LEASE PAYMENTS. Except for the Holdover Period, the monthly rental rate shall be \$1300, which includes the Leasehold Excise Tax.

TAX: In accordance with RCW Chapter 82.29A, the Lessor agrees to pay the required Leasehold Excise Tax (presently assessed at 12.84% of contract rent), which is calculated into the monthly rental rate.

TERMINATION: The Lessee may terminate this lease on 60 days written notice. Lessor may terminate this lease with a 20 day written notice if Lessee is found in violation of any term of this lease, or three-day notice to vacate if Lessor is 30 days or more behind in rent.

NOTIFICATION: The Lessor shall provide 30 days notice of any changes in regards to number of acres, lease payments, and/or intention to not renew the lease.

MAINTENANCE: Lessee shall have the responsibility to maintain the Premises in good repair at all times.

LANDSCAPE/FENCELINE CARE: It is the responsibility of the Lessee to maintain the landscape and fence lines. The lawn shall be mowed on a regular basis to maintain a well maintained appearance. The pasture area shall not become a fire hazard or be permitted to spread invasive and/or noxious weeds to adjacent landowners. Shrub beds shall be maintained. The fence lines shall remain free and clear of any obstacles. No debris shall accumulate along and/or on fence lines. The Lessor may undertake the responsibility and bill the Lessee for the expense thereof, if the Lessee fails to adequately maintain the lawn, pasture area and fence line after having been provided written notice by the Lessor.

PLUMBING: Lessee acknowledges that all plumbing is in working condition at time of move-in. It is the Lessee's responsibility to repair drains and toilets if they become clogged. If it is determined the clog is within the walls, or under the floor, of the building, the repair will be the responsibility of the Lessor. The Lessor shall be responsible for the proper operation of the septic tank, including any required inspections and pumping.

WINDOWS: Lessee acknowledges that all windows are in good working condition at time of move-in. Lessee is responsible for the repair of any broken windows during the time of residency.

HEAT: Lessee acknowledges the proper operation of the electric heat at time of move-in. The Lessor will repair and/or replace electric heat in the event of failure.

DRIVEWAY: Lessor shall make necessary repairs and/or provide gravel on an as needed basis.

MISC: Lessee shall not pollute nor accumulate waste, scrap, or inoperable vehicles on the Premises. The Lessor may undertake the responsibility for removal of waste, scrap, or inoperable vehicles and bill the Lessee for the expense thereof, if the Lessee fails to remove said items after having been provided written notice by the Lessor.

REMODELING OR STRUCTURAL IMPROVEMENTS. Lessee may construct such fixtures on the Premises (at Lessee's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Lessor which shall not be unreasonably withheld. Any improvements made shall become a part of the leased premises and shall not be removed at the term of this lease, unless agreed upon by Lessor.

POSSESSION. Lessee shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Lessor on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES/ABSENCES. Lessee shall occupy and use the Premises as a dwelling unit. Lessee shall notify Lessor of any anticipated absence from the Premises of more than 30 days not later than the first day of the absence. Lessee shall be responsible to observe the adjoining county property regularly, and at least daily while on the Premises and notify the county of any damage, illegal use, or potentially dangerous conditions.

ASSIGNABILITY/SUBLETTING. Lessee may not assign or sublease any interest in the Premises without the prior written consent of Lessor, which shall not be unreasonably withheld.

KEYS. Two keys shall be provided to Lessee and are to be returned to the Lessor on the last day of the term of this Lease. Failure to return both keys to Lessor shall result in a charge of \$25.

PETS. Pets shall not be allowed without the prior written consent of the Lessor. The Lessee Pet Agreement (attached) must be signed, dated, and returned to the Lessor prior to pet occupancy.

ACCESS BY LESSOR TO PREMISES. Subject to Lessee's consent (which shall not be unreasonably withheld), Lessor shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, Lessees or workers. As provided by law, in the case of an emergency, Lessor may enter the Premises without Lessee's consent.

UTILITIES AND SERVICES. Lessee shall be responsible for all utilities and services in connection with the Premises.

PROPERTY INSURANCE. Lessor and Lessee shall each be responsible to maintain appropriate renters insurance for their respective interests in the Premises and property located on the Premises. The liability coverage, per person, shall not be less than \$300,000. The Lessor must be added as "additional interest" with respect to this lease. All liability insurance policies will be endorsed to show this "additional interest."

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without thirty (30) days written notice to Vancouver - Clark Parks & Recreation, Attn: Jeremy Kanooth, P.O. Box 1995, Vancouver, Washington 98668-1995. The 30 days notice of cancellation shall be physically endorsed on to the policy.

As evidence of the insurance coverage required by this lease, the Lessee shall furnish a Certificate of Insurance to Vancouver - Clark Parks & Recreation, Attn: Jeremy Kanooth, P. O. Box 1995, Vancouver, Washington 98668-1995 within ten (10) days of the execution of this lease.

HOLD HARMLESS: Lessee shall hold harmless and indemnify the Lessor from all damages of every kind and nature whatsoever that may be claimed or accrued by reason of any accident on or about the leased premises. It is agreed that neither the Lessor nor the Lessor's agents shall be liable for the death or injury to any person in or about the premises or for the loss of or damage to any property of the Lessee, or that of the Lessee's guests or invitees. Provided, that this paragraph shall not apply to injuries, damages or death caused by sole negligence of the Lessor.

DANGEROUS MATERIALS. Lessee shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Lessor is obtained and proof of adequate insurance protection is provided by Lessee to Lessor.

LIENS: Lessee shall keep premises and every part thereof free and clear of any and all mechanic, materialman's, sewer and other liens.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed in a manner that prevents the conducting of Lessee's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$2,000, Lessor shall repair the Premises and lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty days, or if the cost of repair is \$2,000 or more, or if Lessor is prevented from repairing the damage by forces beyond Lessor's control, or if the property is condemned, this Lease shall terminate upon thirty days written notice of such event or condition by either party.

HABITABILITY. Lessee has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Lessee), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Lessee's opinion, the habitability and rental value of the Premises are adversely affected, Lessee shall promptly provide reasonable notice to Lessor.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Lessor:

Clark County
c/o Vancouver - Clark Parks & Recreation
415 W. 6th St.
PO Box 1995
Vancouver, Washington 98668-1995

Lessee(s):

Joseph & Allison Klemz; Cell #360-852-4198
5503 NE 119th St.
Vancouver, WA 98686

STATUS OF PARTIES: It is agreed that for any maintenance work called for in this lease, Lessee is an independent contractor and not an employee of Lessor. Lessor is only interested in the result of the maintenance and will not supervise the manner performing the maintenance. Lessee shall be liable for any and all taxes relating to any maintenance performed.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

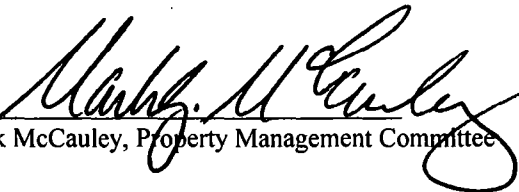
SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

ATTORNEYS' FEES. In the event a party uses an attorney to enforce the terms of this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

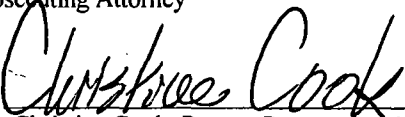
GOVERNING LAW; VENUE. This Lease shall be construed in accordance with the laws of the state of Washington. Any litigation arising from a dispute over this Lease Agreement shall be tried in Clark County Superior Court.


CLARK COUNTY, Lessor

By  2/26/13
Steve Stuart, Chair
Board of County Commissioners


By 
Mark McCauley, Property Management Committee

Approved as to Form Only
ANTHONY F. GOLIK
Prosecuting Attorney

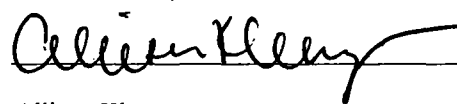
By 
Christine Cook, Deputy Prosecuting Attorney

Attest

Clerk

Joseph Klemz, Lessee


Joseph Klemz

Allison Klemz, Lessee


Allison Klemz

LESSEE PET AGREEMENT

Vancouver-Clark Parks & Recreation Department

LESSEE: Requirements to be met by the Parks and Recreation Department Lessees wishing to have a family pet(s) and/or farm animals on County property.

1. Written Notification: The Lessee shall notify the Parks and Recreation Department in writing of his/her intent to keep a pet/animal on the park site. The written notification shall be dated and signed by the Lessee(s). It shall be received by the management staff prior to the pet/animal being brought onto the park site.

2. Insurance Coverage: The Lessee shall purchase at his/her expense, prior to bringing the pet/animal on the park site, a tenant's liability policy. The minimum limits of liability coverage shall be for \$300,000. The County shall be named on the policy as an additional interest and a copy of the policy shall be on file with the Parks and Recreation Department. The policy shall be reviewed every lease cycle. Failure to comply with this requirement shall result in an order to remove the pet/animal from the County property, termination of the Lessee, or both. Policy dates should match contract dates.

3. Fenced Enclosure: The Lessee shall insure that his/her pet/animal shall normally be kept in a fenced enclosure or yard. At no time shall the pet/animal be allowed to run at large or be in areas of the park where pets/animals are prohibited.

4. County Ordinance: The Lessee shall comply with all county ordinances pertaining to pets/animals, i.e., licensing, leash laws, park rules and regulations, and the like.

5. Family Activities: If the Lessee takes the pet/animal out of the fenced enclosure and into the park, the pet/animal must stay on a leash and comply with all other rules or regulations governing pets/animals within the parks, in general, and that park specifically.

6. Property Damage: The Lessee will be held responsible for:

- a. Clean up and removal of all animal feces generated by his/her pet/animal(s), outside of specified pasture areas.
- b. Repair of all damages caused by his/her pet/animal(s) to County property, including, but not limited to perimeter fence lines.

8. Disclaimer: The County reserves the right to change or eliminate requirements covering pets/animals in parks at any time, based on what is best for the County at that time. In such case, County will provide Lessee with a minimum of 30 days notice.

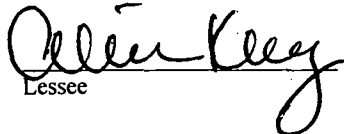
I have read and fully understand the conditions and responsibilities I assume in this agreement.



Lessee

2-15-13

Date



Lessee

2-15-13

Date