

KITTITAS COUNTY  
DEPARTMENT OF PUBLIC WORKS

**AGENDA STAFF REPORT**

<b>AGENDA DATE:</b>	February 22, 2012
<b>ACTION REQUESTED:</b>	Consider Voluntary Termination of Lease for T-Hangar #7 with Chris Pratz.

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<b>BACKGROUND:</b>	On August 1, 2009, Chris Pratz entered into a T-Hangar lease with Kittitas County for T-Hangar #7. Mr. Pratz has since purchased a private hangar on Bowers field and no longer wished to lease T-Hangar #7. Mr. Pratz's lease will terminate on February 29, 2012.
<b>INTERACTION:</b>	Public Works; Chris Pratz
<b>RECOMMENDATION:</b>	Move to Approve Board Signature on the Voluntary Termination of Lease for T-Hangar #7 with Chris Pratz.
<b>HANDLING:</b>	Return one (1) Original to Public Works
<b>ATTACHMENTS:</b>	Voluntary Termination of Lease; Original Lease
<b>LEAD STAFF:</b>	Kelly Carlson Airport Manager

**\*\*VOLUNTARY TERMINATION OF LEASE\*\***

This Voluntary Termination of Lease is made and dated this 29<sup>th</sup> day of February, 2012, by and between KITTITAS COUNTY, a municipal corporation, hereinafter referred to as the Lessor, and CHRIS PRATZ, hereinafter referred to as the Lessee,

**WITNESSETH:**

That Lessor and Lessee entered into a Lease on August 1, 2009, a copy of which is attached hereto and by this reference incorporated herein.

That Lessee has submitted to the county a written notification to vacate T-Hangar #07 as of February 29, 2012.

THEREFORE, both Lessee and Lessor hereby terminate the attached lease of August 1, 2009, as of February 29, 2012, and Lessee terminates all interest in the property, which is the subject matter of said lease.

**KITTITAS COUNTY  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chris Pratz

DATE SIGNED: \_\_\_\_\_

Attest:

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

\_\_\_\_\_  
Alan Crankovich, Chair

\_\_\_\_\_  
Obie O'Brien, Vice Chair

\_\_\_\_\_  
Paul Jewell, Commissioner

DATE SIGNED: \_\_\_\_\_

**TEE-HANGAR LEASE  
KITITAS COUNTY AIRPORT  
(BOWERS FIELD)**

**THIS LEASE**, entered into this 1<sup>st</sup> day of August 2009, between the Kittitas County Airport (Bowers Field), hereinafter referred to as the **LANDLORD**, and Chris Pratz, hereinafter referred to as the **TENANT**.

**WITNESSETH:**

1. **DESCRIPTION:** The **LANDLORD** leases unto the **TENANT** the following premises, hereinafter referred to as the **TEE-HANGAR**, located at the Kittitas County Airport (Bowers Field) in Kittitas County, State of Washington:

**Tee Hangar Number 7.**

2. **TERM:** The term of this lease shall be one month commencing August 1, 2009, and shall continue from month to month thereafter unless either party gives thirty (30) days notice of termination.
3. **RENTAL:** The **TENANT** shall pay monthly, in advance, on the first day of each month, the sum of \$125.00. The **LANDLORD**, as part of this rent, will furnish a keycard and keys to the **TENANT**. The **TENANT** will assume liability for any and all leasehold taxes assessed by the County or State. From time to time, the Board of County Commissioners may review the rental charges for the tee-hangar and may establish new rates as the situation dictates. The rent shall be paid to the Department of Public Works without notice or demand.
4. **FAILURE TO PROMPTLY PAY RENT:** If the **TENANT** fails to promptly pay his rent when it becomes due, this lease shall be subject to default. Failure of the **LANDLORD** to send a notice of default for late rental payment shall not be deemed a waiver of said default. Notwithstanding any forbearance of a declaration of default by the **LANDLORD**, all overdue rent shall bear interest at eighteen (18%) percent per annum or the highest legal rate permissible.
5. **FIRE PROTECTION ASSESSMENT** In addition to any rental herein provided, the **TENANT** shall pay a fee which shall be in lieu of taxes for fire protection services. The annual rate shall be based upon the annual fire assessment determined by the Kittitas County Assessor and Kittitas Valley Fire & Rescue to be calculated on January 1<sup>st</sup> of the current year. The assessment shall be pro-rated monthly, due and payable concurrently with the monthly lease payment.
6. **RULES AND REGULATIONS:** The **TENANT** agrees to comply with all pertinent rules and regulations of the federal, state and local governments, as well as the rules, regulations, ordinances, and

minimum standards of the Kittitas County Airport (Bowers Field), as are presently in effect and may in the future be adopted. The rules, regulations, ordinances and minimum standards of the Kittitas County Airport (Bowers Field) are made a part of this Agreement and shall have the same effect as though written herein, and may be inspected in the office of the Department of Public Works, Kittitas County Courthouse. In addition, the **TENANT** specifically agrees to abide by the following tee-hangar rules and regulations:

- (a) To use the tee-hangar only for aircraft storage purposes.
- (b) To not store gasoline, explosives, or other inflammable material in the tee-hangar.
- (c) To use only U.S. Approved electrical tools and equipment in or about the tee-hangar.
- (d) To not use any open flame devices inside the tee-hangar.
- (e) To keep the tee-hangar clean and free of debris.
- (f) To not attach to any part of the tee-hangar any part of a hoisting or holding mechanism.
- (g) To not paint, remove, modify, bend, drill, cut or otherwise alter or modify any part of the tee-hangar without prior written permission of the Director of Public Works.
- (h) To not park or leave an aircraft or automobile on the pavement adjacent to the tee-hangar in a manner which unduly interferes with or obstructs adjacent tee-hangars or taxiways.
- (i) To not conduct any charter, rental, repair or instructional service, or any other commercial activity in or from a tee-hangar without first obtaining permission from the Department of Public Works and obtaining a license to do business on the Kittitas County Airport (Bowers Field).
- (j) To not lock the tee-hangar with any lock other than the one supplied by the **LANDLORD**.
- (k) To not use, or permit the tee-hangar to be used, for any unlawful or offensive purpose which might constitute a nuisance.

7. **HOLD HARMLESS:** The **TENANT** agrees to hold the **LANDLORD** and its agents harmless from any and all claims, liens, penalties, judgments or liability for any injury or death to persons, or damage to property caused by or arising from the use or occupancy of the premises by the **TENANT**, its agents or representatives.

8. **ASSIGNMENT:** The **TENANT** shall not assign this lease or sublet the tee-hangar, or any part thereof, without prior written permission of the **LANDLORD**.

9. **TENANT'S INSPECTION:** The **TENANT** has carefully examined the tee-hangar and accepts it in its present condition. The **TENANT** assumes

the risk of any personal injury or property damages resulting from the condition of, or any patent defects in the premises which could be disclosed by careful inspection.

10. **MAINTENANCE AND REPAIR:** The maintenance and repair of the tee-hangar structure necessitated by ordinary wear and tear shall be the responsibility of the **LANDLORD**. Any maintenance or repair of the tee-hangar necessitated by acts of negligence caused by the **TENANT**, its agents or representatives, shall be the responsibility of the **TENANT**. The **TENANT** is responsible for the electricity hook up through Puget Sound Energy. Snow removal will be performed by the **LANDLORD** starting two (2) feet from the hangar opening. Any snow and ice removal on the hangar opening is the responsibility of the **TENANT**. To assist in the melting of snow and ice beneath the door rails the **LANDLORD** will provide a heating coil; it will be the **TENANT'S** responsibility to notify the **LANDLORD** should there be any problems with the heating coil. The **TENANT** agrees to promptly notify the Director of Public Works in writing of any unsafe or hazardous conditions which may exist in the tee-hangar. Unless such written notification is given in advance by the **TENANT**, the **LANDLORD** will not be responsible to the **TENANT** for any injuries, loss or damage caused by a lack of maintenance or repair, if such maintenance or repair could have cured the patent hazardous condition. Any improvement or alterations made by the **TENANT**, will become part of the tee-hangar and shall belong to the **LANDLORD** at time of termination.
11. **LANDLORD'S INSPECTION:** The Director of Public Works and/or Fire Department personnel will periodically inspect the tee-hangars. A written report will be submitted to the **TENANT** of any violations, or safety or fire hazards noted.
12. **INSURANCE:** THE PARTIES HERETO AGREE THAT THIS LEASE IS A LEASE OF STORAGE SPACE ONLY. IT SHALL BE THE TENANT'S RESPONSIBILITY TO INSURE ANY CONTENTS HE ELECTS TO STORE IN THE TEE-HANGAR, INCLUDING BUT NOT LIMITED TO AIRCRAFT, FOR SUCH LIMITS AND COVERAGE AS HE, THE TENANT, MAY DESIRE. THE PARTIES FURTHER AGREE THAT THE CONTENTS STORED IN THE TEE-HANGAR SHALL BE DEEMED TO BE IN THE FULL AND EXCLUSIVE CARE, CUSTODY, CONTROL AND POSSESSION OF THE TENANT AND NOT THE LANDLORD.

The **TENANT** shall provide aircraft liability insurance coverage in an amount not less than:

- \$100,000 - Bodily Injury
- \$300,000 - Property Damage
- \$300,000 - Each Occurrence

The **TENANT** agrees to provide and maintain proof of aircraft liability insurance requirements throughout the term of the lease. The **TENANT** further agrees that he has received a copy of Resolution No. 88-73 establishing minimum liability insurance requirements at the Kittitas County Airport (Bowers Field) dated September 20, 1988.

13. **DEFAULT:** If the **TENANT** shall fail to timely pay his rent, or the **TENANT** violates any of the terms or covenants of this lease in any manner whatsoever, the **LANDLORD** may, after giving thirty (30) days written notice of such default, declare this lease cancelled and all the **TENANT'S** rights therein forfeited. Such notice of default shall be given to the **TENANT** by first-class U.S. Mail, at his last known address, or by posting said notice inside the leased tee-hangar. After a declaration of cancellation and forfeiture has been made, the **LANDLORD** may immediately, without other notice, re-enter and take possession of the premises, using such force as may be reasonably necessary to remove all persons and property therefrom. The **LANDLORD** shall not be liable for any loss or damage to property by reason of said forfeiture and re-entry. The **TENANT** agrees to pay to the **LANDLORD** a reasonable attorney's fee and costs incurred for the purposes of enforcing any of the provisions of this lease.
14. **TERMINATION:** This lease may be unilaterally canceled or terminated by either party without reason only after giving the other party thirty (30) days advance notice of such termination.
15. **SEVERABILITY:** If any provisions of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.
16. **SURRENDER:** Upon termination of this lease by any method, the **TENANT** will yield up the tee-hangar to the **LANDLORD** in as good a condition and repair as it is now, ordinary wear and tear accepted.
17. **ENTIRE AGREEMENT:** This lease contains the entire agreement between the parties and cannot be changed or terminated orally.

DATED this 3 day of August, 2009.

KITTITAS COUNTY




Kirk Holmes, Director of Public Works



Kelly Carlson, Airport Manager

I have read and understand the foregoing, and acknowledge that copies of all Kittitas County Airport (Bowers Field) rules, regulations, ordinances and minimum standards are available for my inspection in the office of the Department of Public Works, 411 N. Ruby, Ste. #1, Ellensburg, Washington. I will notify the Landlord, or its representatives, of any changes in my address. I acknowledge receipt of lock number KC-20 together with key. (Lock is already placed at hangar). Access key Keycard- 3421373

  
 Chris Pratz  
 312 W. 12<sup>th</sup>  
 Ellensburg, WA 98926  
 (509) 899-3220

**REQUIRED INFORMATION:**

Aircraft Registration No.

N170VW

Aircraft Type:

C170