

RESOLUTION 2007-03

A RESOLUTION AUTHORIZING THE WENDOVER AIRPORT MANAGER TO ENTER INTO LEASING CONTRACTS ON BEHALF OF TOOELE COUNTY FOR STORAGE BUILDINGS LOCATED ON THE AIRPORT'S PREMISES

WHEREAS, all municipalities, including Tooele County, have the power and authority to contract for the purpose of acquiring, managing, and disposing of property; and

WHEREAS, it is the intent of Tooele County to give the Manager of the Wendover Airport the authority to enter into leasing contracts for storage buildings located on the premises of the airport facility without the necessity of obtaining the approval of the county commission prior to the making of each individual arrangement; and

WHEREAS, a standard contract has been prepared which is the instrument by which all of the storage buildings are leased and has been approved and adopted by the County Commission; and

WHEREAS, it is hereby determined that it will be in the best interests of Tooele County to allow the Manager of the Wendover Airport to be allowed to enter into said contracts.

NOW, THEREFORE, BE IT RESOLVED by the legislative body of Tooele County, that the Manager of the Wendover Airport in Tooele County is hereby authorized to enter into, on behalf of the County, the attached standardized contract to lease storage buildings located on the Wendover Airport premises, which attachment is, by this reference, made a part hereof.

Once signed by all parties, the contracts shall be sent to the Tooele County Clerk's Office to ensure accurate recordkeeping.

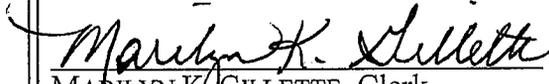
Commissioner approval is required for evictions or legal action on said leases.

This Resolution shall become effective immediately.

DATED this 19th day of June 2007.

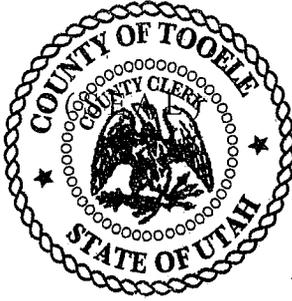
Res. 2007-03

ATTEST:


Marilyn K. Gillette, Clerk

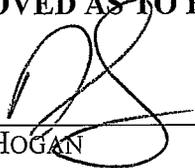
TOOELE COUNTY COMMISSION:


Colleen S. Johnson, Chairman



Commissioner Johnson voted aye
Commissioner Clegg voted aye
Commissioner Hurst voted aye

APPROVED AS TO FORM:



DOUG HOGAN
Tooele County Attorney

WENDOVER AIRPORT PROPERTY RENTAL AGREEMENT

Reference No. _____

THIS AGREEMENT is made and entered into this _____ day of _____, 200_, by and between TOOELE COUNTY (hereinafter known as "Lessor"), and _____, (hereinafter known as "Lessee"), of _____, Telephone number of Lessee: (_____) _____-_____.

WITNESSETH:

SECTION 1. PROPERTY DESCRIPTION: Lessor hereby leases unto Lessee the following described premises at the Wendover, Utah Airport (hereinafter referred to as the "Leased Premises"): _____

to be used for: _____ and for no other purpose, without the prior written consent of Lessor.

SECTION 2. RENT: Lessee agrees to pay Lessor as rent for the Leased Premises the sum of _____ (\$_____) per month, which sum shall constitute the first month's rent. Thereafter the rental payment shall be due on and paid by the first day of each month. Rent may be paid in advance. Lessee also agrees to pay the following charges:

| | RECEIVED BY LESSOR | PAYABLE PRIOR TO OCCUPANCY |
|--------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------------|
| Rent for the period from _____ to _____ | \$ _____ | \$ _____ |
| Last _____ months rent | \$ _____ | \$ _____ |
| Security / Key Deposit ... <input type="checkbox"/> Refundable <input type="checkbox"/> Non-refundable | \$ _____ | \$ _____ |
| Cleaning Deposit <input type="checkbox"/> Refundable <input type="checkbox"/> Non-refundable | \$ _____ | \$ _____ |
| Other | \$ _____ | \$ _____ |
| TOTAL | \$ _____ | \$ _____ |

SECTION 3. TERM: This lease shall commence the _____ day of _____, 200_, for a period of _____ months unless terminated as herein provided. Any holding over after expiration, with the consent of Lessor, shall be construed as a month-to-month tenancy in accordance with the terms of this agreement.

SECTION 4. LATE CHARGES: Without having any other right of action available to Lessor, in the event of default in payment of rent for a period of ten (10) days, Lessee agrees to pay Lessor a late charge of ten percent (10%) of the monthly rent each month the rent is not paid. Lessee agrees further to pay twenty dollars (\$20.00) for each dishonored bank check.

SECTION 5. APPLICATION OF LAST MONTH'S RENT: In the event of any breach or violation by Lessee of any of the terms of conditions of this agreement, it is agreed that Lessor may apply the deposited estimated last month's rent against any damages, but this in no way is to be construed as a liquidated damage settlement.

SECTION 6. SECURITY DEPOSIT: The security deposit set forth above, if any, shall secure the performance of Lessee's obligations. Lessor may, but shall not be obligated to apply all or portions of said deposit on account of Lessee's obligations. Any balance remaining upon termination shall be returned to Lessee. Lessee shall not have the right to apply security deposit in payment of the last month's rent.

SECTION 7. DEPOSIT REFUNDS: Any returnable deposits shall be delivered or mailed to Lessee within fifteen (15) days of termination of tenancy or within fifteen (15) days of receipt of Lessee's new mailing address, whichever is later. If there is damage to the rental premises, the refund period shall be extended to thirty (30) days.

SECTION 8. REIMBURSEMENT BY LESSEE: Lessee agrees to reimburse Lessor promptly for the replacement cost of any loss, property damage, or cost of repairs of service (including plumbing trouble) caused by negligence or improper use by Lessee, his agents, family or guests. Lessee shall be responsible for damage from windows or doors left open. Such reimbursement is due when Lessor makes demand. Lessor's failure to demand damage reimbursement, late-payment charges, returned check charges or other sums due by Lessee shall not be deemed a waiver, and Lessor may demand same at any time, including after move-out.

SECTION 9. ESCALATION CLAUSE: Due to increase in utilities, taxes, insurance, and other operating expenses, Lessor may increase the monthly rental upon thirty (30) days written notice to Lessee if Lessor reasonably determines that expenses fairly allocable to the Leased Premises have increased by at least the amount of rental increase. In no event may the rent be increased more than ten percent (10%) during the initial term of the lease.

SECTION 10. MULTIPLE OCCUPANCY: It is expressly understood that this agreement is between the Lessor and each signatory individually and severally. In the event of default by any one signatory, each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.

SECTION 11. SIGNS: Lessee may not erect or display any signs on the Airport or the Leased Premises without the prior written approval of Lessor. Approval shall not be unreasonably withheld. All signs shall be consistent with any overall signing program established or to be established by Lessor for the Airport.

SECTION 12. PETS: No pets shall be brought on the premises, even temporarily, without the prior written consent of Lessor. The unauthorized presence of a pet will subject Lessee to penalties, damages, deductions, and termination. Pets shall be kept quiet and not allowed to worry, threaten or stray.

SECTION 13. CONDITION OF LEASED PREMISES: Lessee accepts the Leased Premises in its present condition ("as is") subject to and including all defects, latent and patent.

SECTION 14. ALTERATIONS: Lessee shall obtain the prior written approval of Lessor before making or causing to be made any alterations, changes, or additions to the Leased Premises, which approval shall not be unreasonably withheld. Any alterations shall be at Lessee's cost.

Lessee agrees for himself and any successors or assigns of interest that he will not make any exterior changes to the airfield, i.e., new construction or removal of existing structures, without first giving written notice to the Utah State Historic Preservation Officer at least thirty (30) days prior to making any such change.

Lessee agrees for himself, his successors and assigns that he will make no changes in the Leased Premises which are not in conformity with the airport layout map as approved by the F.A.A.

SECTION 15. NUISANCE: Lessee shall not commit any nuisance on the leased premises. Noises and odors shall be kept to a minimum so as not to disturb neighbors. Lessee shall regularly dispose of refuse and keep parking, common areas and areas between buildings clean.

SECTION 16. BOND AND FIXTURES: If Lessee alters the Leased Premises, Lessee will provide Lessor with a copy of a bond to protect mechanics and material men. All alterations, except trade fixtures, shall become immediately upon completion the property of Lessor and shall remain upon and be surrendered with the Leased Premises at the expiration of this lease.

SECTION 17. RIGHTS OF THE UNITED STATES GOVERNMENT: Lessee understands and agrees that this lease is subject to the provisions of Subparagraph G of Paragraph 6 of the Quitclaim Deed from the United States of America to Tooele County, recorded as Entry 112395, Book Number 509, Pages 106-150, in the Tooele County Recorder's Office, Tooele, Utah 84074. Lessee agrees that in the event the United States of America exercises any of its rights pursuant to said Subparagraph G of Paragraph 6 or any other provisions of said deed, that Lessor shall not be liable for any damages occasioned thereby. Lessee further agrees to vacate the Leased Premises within the time required by the United States of America or any of its agencies, if this option is exercised.

SECTION 18. OBSTRUCTIONS: Lessee agrees for himself and any successors not to make any alterations or construct any obstructions according to the standards prescribed in Part 77 of the Federal Aviation Regulations.

SECTION 19. TAXES: Lessee agrees to pay any tax levied by any taxing authority on his personal property or any improvements made to the Leased Premises by Lessee.

SECTION 20. RULES AND REGULATIONS: In conducting his operations hereunder, Lessee shall comply with all applicable laws of the United States of America and the State of Utah and lawful rules and regulations promulgated by their authority, including the F.A.A., with reference to aviation, air navigation, and airport security now in force or hereafter prescribed, specifically including all fire codes and security regulations.

SECTION 21. OPERATION AS PUBLIC AIRPORT: Lessor covenants to operate and maintain the Airport as a public airport consistent with and pursuant to its quitclaim deed.

SECTION 22. NONDISCRIMINATION: Lessee agrees not to discriminate against any person or entity on the grounds of race, color or national origin and to treat the public in a fair and equal manner.

SECTION 23. TERMINATION BY LESSEE: This lease shall be subject to cancellation by Lessee after the happening of one or more of the following:

1. the permanent abandonment of the Airport as a public facility;
2. the lawful assumption by the United States Government or any authorized agency thereof, in such a manner as to substantially restrict Lessee for a period of more than thirty (30) days;
3. the default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default within a period of thirty (30) days after receipt from Lessee of written notice to remedy the same; or
4. any other activity beyond the reasonable control of Lessee which substantially restricts Lessee's use of the Leased Premises for a period of more than thirty (30) days.

Lessee may exercise such right of termination by written notice to Lessor at any time after the elapse of the applicable periods of time and this lease shall terminate as of that date. Rent and fees due hereunder shall be payable only to the date of said termination.

SECTION 24. TERMINATION BY LESSOR: This lease shall be subject to cancellation by Lessor in the event Lessee:

1. is in arrears in the payment to Lessor of the whole or any part of the amounts agreed upon hereunder for a period of fifteen (15) days;
2. abandons the Leased Premises; or

3. defaults in the performance of any of the covenants and conditions required herein to be kept and performed by Lessee, and such default continues for a period of fifteen (15) days after receipt of written notice from Lessor of the default, whatever the reason which renders Lessee unable to perform on a day-to-day basis the purpose or purposes for which the premises are leased.

In the case of any of the aforesaid events of cancellation, Lessor may take immediate possession of the Leased Premises after cancellation without further notice to Lessee and at its option, remove Lessee's personal property and trade equipment. Upon such entry, this lease shall terminate. Lessee's personal property and trade equipment shall be tendered to Lessee upon payment of all rent due hereunder up to the date of termination, and storage costs, plus costs to cover any and all damage caused by Lessee.

SECTION 25. ABANDONMENT: Abandonment shall have occurred if: (1) without notifying the Lessor, Lessee is absent for fifteen (15) days while rent is due and Lessee's possessions remain in the Leased Premises; or (2) without notifying Lessor, Lessee is absent for three (3) days while rent is due and Lessee's possessions have been removed from the Leased Premises. If Lessee abandons the Leased Premises, Lessor shall re-take the Leased Premises and attempt to rent them at fair market value. Lessee shall be liable for the entire rent due for the remainder of the term; or the cost of re-renting the Leased Premises, including rent lost, the cost of restoring the Leased Premises to the condition at the time it was rented, and reasonable fees for re-renting the Leased Premises. If Lessee has left personal property in the Leased Premises, Lessor shall remove and store it and give Lessee notice of this action. Lessee may obtain his property by paying moving and storage costs. If Lessee fails to claim the property within thirty (30) days of notice, Lessor shall make a reasonable effort to sell the property at its fair market value and apply the proceeds toward any amount the Lessee may owe.

SECTION 26. ASSIGNMENT AND SUBLEASING: Lessee shall not assign, transfer, sublease, pledge, hypothecate, surrender or otherwise encumber or dispose of this lease without written consent of Lessor being first obtained.

SECTION 27. UTILITIES: Lessee shall be responsible for the following utilities and services:
 Water Sewer Gas Electricity Cable TV Other _____.

SECTION 28. INSPECTION OF PREMISES: Lessor or its duly authorized representative, or agents and other persons for it, may enter upon the Leased Premises at any and all reasonable times and upon giving proper notice to personnel on site during the term hereof for the purpose of determining whether or not Lessee is complying with the terms and conditions hereof or for any other purpose incidental to the rights of Lessor.

SECTION 29. SPONSOR'S ASSURANCES: This lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States Government, relative to the operations or maintenance of the Airport.

SECTION 30. RIGHT OF FLIGHT: Lessee understands and agrees that Lessor reserves the right of flight for the passage of aircraft above the surface of the Leased Premises hereunder in accordance with Federal Aviation Administration Standards, and such right of flight shall include the right to cause in such airspace such noises as may be inherent to the operation of aircraft.

SECTION 31. RE-DELIVERY OF PREMISES: Lessee shall upon termination of this lease quit and deliver up the Leased Premises to Lessor peaceably, quietly, and in as good order and condition as the same now are or may hereafter be improved by Lessee or Lessor, reasonable use, wear, tear and deterioration excepted, and subject to the other provisions herein contained with respect to improvements.

SECTION 32. POSSESSION: If Lessor is unable to deliver possession of the premises as agreed, Lessor shall not be liable for any damage caused. Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this agreement if possession is not delivered as agreed above.

SECTION 33. LESSOR SHALL NOT BE LIABLE: Lessor shall not be liable for any damages or losses to persons or property caused by other residents or other persons. Lessor shall not be liable for personal injury or damage or loss of Lessee's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms or other causes whatsoever, unless the same is due to the negligence of Lessor. Lessor strongly recommends that Lessee secure insurance to protect himself against the above occurrences. If any of Lessor's employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, delivering packages, or any other service not contemplated in this agreement, such employee shall be deemed the agent of Lessee regardless of whether payment is arranged for such service and Lessee agrees to hold Lessor harmless from all liability in connection with such services.

SECTION 34. SUCCESSORS: This lease shall bind and inure to the benefit of any successor of Lessor and any successor, assignee, or sub-lessee of Lessee.

SECTION 35. NON-WAIVER: Any waiver of any breach of covenants herein contained shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the waiving party from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

SECTION 36. NOTICES: Notices to the parties provided for herein shall be sufficient if sent by certified mail, postage prepaid to:

| | | | |
|---------|------------------------------------------------------------------------|-----|------------------------------------------------------------------|
| LESSOR: | Tooele County Commission 47 South Main Street Tooele, Utah 84074 | and | Wendover Airport Manager P.O. Box 159 Wendover, Utah 84083 |
| LESSEE: | _____ _____ _____ | | |

SECTION 37. LEASED PREMISES PHYSICAL SURVEY AND INSPECTION REPORT: Lessee shall file with Lessor a written physical survey and inspection report (to be provided by the Lessor) of the Leased Premises within seventy-two (72) hours following the date of occupancy. Upon initially by Lessor, said report shall reflect the then present condition of the Leased Premises. Failure on the part of Lessee to file the report within the specified time period shall indicate to Lessor that the Leased Premises contained no substantial damage or defects and that the Leased Premises were considered by Lessee to be in excellent condition in all respects.

SECTION 38. REPAIR AND MAINTENANCE REPORT: If Lessee has agreed as part of the consideration for this lease to make certain repairs or maintenance to the Leased Premises, a separate reporting page will be kept continually updating Lessee's progress on those requirements. Lessor and Lessee will each initial the report as the work is performed. The repair and maintenance report is attached to this agreement and is hereby incorporated by reference as part of terms and conditions hereof.

SECTION 39. ATTORNEY'S FEES: If any action at law or in equity shall be brought to recover any rent under this lease or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this lease, or for the recovery of the possession of the Leased Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, a reasonable attorney's fee, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

SECTION 40. TIME: Time is of the essence of this agreement.

SECTION 41. MERGER CLAUSE: This agreement constitutes the final and complete written expression of the agreement between the parties with respect to the Leased Premises. Any and all representations, promises, warranties or statements by either party that differ in any way from the terms of this lease shall be given no force or effect.

SECTION 42. ORDINANCES AND STATUTES: Lessee and Lessor shall comply with all laws, health codes, and regulations of all municipal, state and federal authorities.

SECTION 43. AGREEMENT MADE IN UTAH: This rental agreement has been made in and shall be construed in accordance with the laws of the State of Utah.

SECTION 44. ENVIRONMENTAL ISSUES: Lessee agrees that no hazardous substances will be used or stored in the building without disclosure to Lessor and written agreement by Lessor to allow the use of such substances. Lessee agrees to keep the building and grounds free and clear of any hazardous or toxic wastes. Lessee agrees to pay for cleanup of any use of the property causing or resulting in environmental problems or contamination.

SECTION 45. INVENTORY: The following furnishings and inventory are part of this agreement:

SECTION 46. ADDITIONAL TERMS AND CONDITIONS:

SECTION 47. ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following exhibits, if any, have been made a part of this agreement: _____

LESSEE

**LESSOR
TOOELE COUNTY / WENDOVER AIRPORT**

**LEASED PREMISES
PHYSICAL SURVEY AND INSPECTION**

EXTERIOR:

INTERIOR:

GROUNDS:

REPAIR AND MAINTENANCE REPORT
(Pursuant to Section 38)

| | WORK TO BE PERFORMED | DATE TO BE COMPLETED | DATE COMPLETED |
|-----|------------------------------------------------------------------------|----------------------|----------------|
| 1. | Bldg. preserved/maintained | _____ | _____ |
| 2. | Area around Leased Premises and ½ between buildings must be kept clean | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ |
| 6. | _____ | _____ | _____ |
| 7. | _____ | _____ | _____ |
| 8. | _____ | _____ | _____ |
| 9. | _____ | _____ | _____ |
| 10. | _____ | _____ | _____ |

NOTES AND COMMENTS

1. Must comply with FAA regulations and the Historical Property Management Plan. Must comply with county and city ordinances.
2. _____
3. _____
4. _____
5. _____

LESSEE QUESTIONNAIRE

Present phone no. _____ Present Address. _____ Zip _____

How long at present address? _____ Manager/Owner _____ Phone _____

Prior address _____ How long _____ Manager _____ Phone _____

Legal Status: Single _____ Married _____ Divorced _____ Widowed _____

Where do you work? _____ Type of work _____

How long with present employer _____ Salary _____ Employer's phone _____

Previous employer _____ How long _____ Type of work _____

Credit References: 1. Bank _____
2. _____
3. _____

Next of kin: Name _____ Phone _____
Address _____

In an emergency please notify: Name _____ Phone _____
Address _____

Car: Make _____ Model _____ Year _____ Color _____ License No. _____

Motorcycle: Make _____ Model _____ Year _____ Color _____ License No. _____

Have you ever filed a petition in bankruptcy? _____ Have you ever been evicted from any tenancy? _____

Have you ever willfully and intentionally refused to pay any rent when due? _____

I DECLARE THE FOREGOING TO BE TRUE UNDER PENALTY OF PERJURY.

I agree that Lessor may terminate any agreement entered into in reliance on any misstatement made above.

Applicant _____ Applicant _____

STATE OF UTAH)
 :SS.
COUNTY OF TOOELE)

Subscribed and sworn before me this _____ day of _____, 200__.

NOTARY PUBLIC