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CITY OF CASCADE LOCKS

P. O. BOX 308
CASCADE LOCKS, OR 97014

140 SW WA NA PA
503 374-8484

August 2, 1995

Ms. Betsy Johnson
Manager
Aeronautics Division
Oregon Department of
Transportation
3040 25th St SE
Salem, OR 97310

Dear Ms. Johnson:

The Cascade Locks State Airport is a uniquely located facility. There are very few airports within the Columbia River Gorge National Scenic Area. The location of this very important state facility will also occupy a prominent place in the residential and business development growth patterns for our city. The City and Port of Cascade Locks will very soon begin a process of marketing several large industrial sites. These sites are located east of the state airport, but not very far away from the airport. The residential growth areas of Cascade Locks will also be in the east portion of the city. The stimulus for this development is the installation of a new communitywide sewer system. The growth of Cascade Locks will also mean the need to relocate and update our emergency services building.

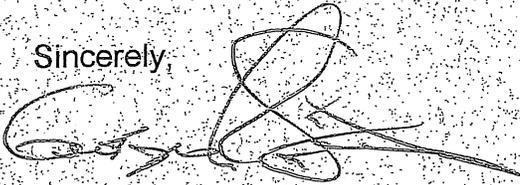
City officials have reviewed several locations near the center of our future city. We conclude that a site along Forest Lane in the vicinity of the airport would be the best site for a new Fire-Ambulance-Police facility. The City wishes to lease a 230 ft. by 285 ft. area of airport property to locate this facility. The site is immediately adjacent to the area which the city leases for a small baseball field. I have included a map for your review.

We believe that a Fire Station-Ambulance Station-Police Station located adjacent to the airport landing strip would be advantageous for several reasons. First, fire and rescue vehicles would be immediately adjacent to the runway. A connecting strip between the new station and the runway could be constructed as part of the city project. Second, a presence of a police station immediately adjacent to the tie-down area would offer a high degree of security for planes parked in the tie-down area. Third, the city would be making curb, gutter, storm drainage and utility improvements along Forest Lane where state property abuts the city street, and be extending major utility lines in the direction of a possible future area for hangars or other airport improvements.

We respectfully request that you consider a long term lease of the described site. I and other city officials would be willing to travel to Salem to meet with you, if you believe further details of such a lease can be worked out between the State and City.

Finally, the city may have a major, one-time opportunity to convince federal officials involved in funding community projects in small rural Oregon cities that they should help provide the funding to this new emergency services facility. An Undersecretary of Agriculture, Congressman Wes Cooley, the regional managers for EDA, the Governor are suppose to be at a media event in Cascade Locks on August 22nd. We have an opportunity to submit this project as our next major community project to these officials at that time. If you could please let me know by August 15th if there is any chance to lease this site, then we would go ahead with a possible rendering of what the emergency services facility and site might look like after the completion of this project. We are not asking for any state aeronautics monies to help build this new facility. We do need a portion of the state lands at the Cascade Locks State Airport in order to move ahead.

Sincerely,

A handwritten signature in black ink, appearing to read "George R. Lewis". The signature is stylized and somewhat cursive, with a large loop at the end.

George R. Lewis
City Administrator

c file
r.f.
encl.

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CASCADE LOCKS STATE AIRPORT Special Use Agreement-Fire Station Site

This agreement, entered into between the State of Oregon, acting by and through its Department of Transportation, Aeronautics Division, hereinafter called AERONAUTICS, and the City of Cascade Locks, by and through its City Council, hereinafter called CITY, is as follows:

The parties hereto understand and agree that the requirements imposed on the CITY by terms of this lease shall not be construed to make CITY an officer, employee or agent of State of Oregon, Department of Transportation, Aeronautics Division, as those terms are used in ORS 30.265.

CONDITIONS

1. Premises. AERONAUTICS agrees to permit CITY to utilize the portion of state-owned property at the Cascade Locks State Airport shown on Exhibit "A" which is attached hereto and incorporated herein by this reference, and hereinafter called PREMISES.

2. Term. This agreement shall be effective for a period of fifty (50) years commencing on the first day of January, 1996 and ending the 30 day of December 2046 and can be extended for an additional forty-six (46) years upon written request by the CITY.

3. Considerations.

A. AERONAUTICS shall receive the following considerations by the CITY:

i) CITY shall pay to AERONAUTICS the annual fee of \$1,000 to utilize the site described in Exhibit "A". The annual fee shall be paid on or before July 15th of each year that this agreement remains in effect.

ii) CITY shall bear all costs associated with moving the existing meteorological station to a location acceptable to AERONAUTICS.

iii) CITY shall bear all costs associated with making street improvements along Forest Lane adjacent to this site and any other sites leased to the CITY by AERONAUTICS.

B. CITY shall receive the following considerations by AERONAUTICS:

i) AERONAUTICS shall permit the CITY to build a fire station on the site described in Exhibit "A". Siting and plans for such building and improvements shall be subject to approval by AERONAUTICS before CITY makes any improvements shown on fire station plans.

4. Hold Harmless. CITY acknowledges that this agreement gives CITY a long term lease to use property of AERONAUTICS, and CITY hereby waives any and all claims against the State of Oregon, its

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Department of Transportation, its Aeronautics Division, their officers, agents and employees, that may arise from the use of PREMISES by CITY.

CITY shall indemnify, defend and hold harmless the State of Oregon, the Oregon Transportation Commission and members thereof, the Department of Transportation, its Aeronautics Division, their agents, officers and employees from any and all damages, demands, suits or actions whatsoever resulting from or because of, any damage to property or injury or death to persons arising out of or because of CITY'S exercise of any rights granted under this agreement and/or CITY'S use of the Emergency Services Station site. CITY shall obtain and maintain in force liability insurance in the amount of \$500,000 for personal harm, injury or death arising out of any one cause subject to a limitation of \$300,000 for any one person and \$100,000 for property damage for the duration of this agreement and any renewal thereof. These insurance policies shall also name the State of Oregon, the Department of Transportation, its Aeronautics Division, their officers, agents, subdivisions and employees as insured parties, except as against the CITY for claims of the above named parties for injury or death to their persons or for damages to any of its or their property. These insurance policies shall not be construed as making AERONAUTICS jointly liable with the CITY. CITY shall furnish AERONAUTICS a current certificate of insurance evidencing the coverages noted above within ten (10) days after execution of this agreement.

AERONAUTICS shall defend, indemnify and hold CITY harmless from all claims, losses, liabilities, causes or actions or causes for suit arising out of any actions by AERONAUTICS employees, subcontractors, principals, partners, associates, agents or representatives.

5. Maintenance. CITY shall keep the area shown on Exhibit "A" in a safe condition free of litter, tall grass, litter, and any and all unsightly conditions at all times. CITY shall not permit the accumulation of outside storage, or rubbish, junk or any other material on the PREMISES at any time.

6. Compliance With Laws. CITY shall observe all laws, ordinances, rules and regulations promulgated by any lawful authority of the United States, the State of Oregon, or any other municipal subdivision having authority over or jurisdiction of the PREMISES, including, but not limited to, safety, health, sanitary, state and local comprehensive plans, zoning, building and fire and electrical codes.

7. Assignment. No rights under this agreement, in whole or in part, shall be sold, assigned, transferred by the CITY to any person, corporation, association, partnership, municipal corporation or public body without the prior written consent of AERONAUTICS.

8. Default. In the event of a breach of any of the material terms of this Agreement by either of the parties hereto during the term of this agreement, the other party shall have the right to give notice to the party in default. Such notice shall be in writing and shall state the nature of the default, and if such condition of default is not removed, cured or restored within fifteen (15) days of the date of notice, the party sending such notice shall have the option of declaring the agreement in default. Should the same condition of default occur for a second time on which the defaulting party has been served a previous notice, said second condition of default shall be grounds for immediate termination of this agreement. This

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termination shall take effect upon written notice to the defaulting party. In the event the CITY is the defaulting party, all rights, powers and privileges of the CITY hereunder shall cease and the CITY shall immediately vacate the leasehold including any and all improvements, and shall make no claim of any kind against AERONAUTICS, its agents or representatives by reason of said termination. The Notice of Default shall be served by delivery in person or by certified mail to the party in default.

9. Termination of Lease. In the event the party notified per section 8 above shall fail, refuse or neglect to cure any default within thirty (30) days after receiving written notice thereof, then the party sending notice may, at its option, terminate this agreement without further notice. In the event the CITY is the defaulting party, all rights, powers and privileges of the CITY hereunder shall cease and the CITY shall cease and CITY shall immediately vacate the area described in Exhibit "A", and no claim of any kind against AERONAUTICS, its agents or representatives by reason of such termination. In the event AERONAUTICS is the defaulting party, then a negotiated penalty shall be prescribed until such time as a remedy to the default is negotiated between the parties.

10. Rights and Remedies. The rights and remedies provided in the above provisions relating to default shall not be exclusive, and are in addition to any rights and remedies provided by law or under this agreement.

11. Legal Services and Costs. Litigation brought by either party shall be defended by the party or parties named in such action. The prevailing party between the two parties to this agreement shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred in enforcing any of the covenants and conditions of this agreement.

12. Condition of PREMISES. AERONAUTICS makes no representation, warranty or guarantee regarding the condition of the PREMISES or their suitability for any use, including the uses contemplated by the CITY. CITY therefore agrees that CITY shall be solely responsible for maintaining the safety of the premises and for discovery, elimination and warning of any hazards thereon.

13. Emergency Response Services. CITY agrees to provide immediate fire, ambulance and police response to the scene of any accident at the Cascade Locks State Airport. AERONAUTICS shall bear no costs associated with response to specific accidents which are charged by the CITY. CITY to provide a fire hydrant along north boundary line of PREMISES. CITY proposes to build a helicopter landing pad adjacent to but outside of PREMISES according to AERONAUTICS specifications.

14. Authorization to Execute Lease. The Oregon Transportation Commission, by a duly adopted Delegation Order, has authorized the Administrator of the Aeronautics Division to act in its behalf in approving and executing this agreement.

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IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year written below.

APPROVED FOR LEGAL SUFFICIENCY:

By: _____

Date: _____

STATE OF OREGON, acting by and through its
Department of Transportation, Aeronautics Division

By: _____

Date: _____

CITY OF CASCADE LOCKS, acting by and through
its Mayor and City Council, authorizes the City
Administrator.

By: _____

Date: _____



