

**RESOLUTION NO. 46-2014**

**EMERGENCY LAND USE RENTAL AGREEMENT BETWEEN  
DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF OMAK  
FOR THE YEARS 2014 AND 2015**

**THE CITY COUNCIL OF THE CITY OF OMAK**, Washington do hereby resolve that the two year **Emergency Land Use Rental Agreement** at the Omak Municipal Airport from mid-June 2014 through September 30, 2014, and from mid-June 2015 through September 30, 2015, attached hereto as "Exhibit A", between the **CITY OF OMAK**, a municipal corporation and **DEPARTMENT OF NATURAL RESOURCES**, a division of the **STATE OF WASHINGTON**; is hereby approved.


The Mayor is hereby authorized and directed to execute the same for and on behalf of the **CITY**; and the City Clerk is authorized and directed to attest her signature.

**INTRODUCED** and passed this 2nd day of June, 2014.

**APPROVED:**

  
\_\_\_\_\_  
Cindy Gagne, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Kathy Lobdell, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Michael Howe, City Attorney

# EXHIBIT A

## STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES EMERGENCY LAND USE RENTAL AGREEMENT

1. This RENTAL AGREEMENT, by and between:

Owner's name(s): City of Omak

Mailing address: 2 North Ash St.

City, State, zip code: Omak, WA 98841

Telephone no. (509) 826-1170

for their heirs, executors, administrators, successors, and assigns, hereinafter called the Landlord, and the State of Washington Department of Natural Resources, hereinafter called the Tenant, acting under a delegation of authority from the Department of General Administration, in accordance with RCW 43.82.010.

The parties hereto, for the consideration hereinafter mentioned, do covenant and agree as follows:

### 2. PURPOSE

The Tenant agrees to rent property and/or facilities from the Landlord for purposes of establishing the following emergency incident management facilities:

Place a portable trailer (approximately 12' X 56') to provide shelter for a helitack crew that will be staged at the Omak Airport for initial attack on wildfires. Each helitack crew is accompanied by a Bell UH1 helicopter. Occasionally, a second helitack crew and helicopter may be staged at the airport during periods of extreme fire danger.

### 3. PROPERTY

The Landlord agrees to rent to the Tenant the following described property:

The area located on the south side of the wood rail fence at the Omak Airport (see attached map).

Located at:

Address: 102 A Omak Airport Road

City or Town: Omak, Okanogan County, WA.

### 3. TERM

X Option A: This Rental Agreement shall be effective for two fire seasons from approximately Mid June, 2014 & 2015 to September 30, 2014 & 2015, unless otherwise modified by the parties.

N/A Option B: At will, upon notice by Tenant and completion of a Pre-Use Inspection Report.

1 of 2

### 4. COMPENSATION

Tenant shall pay to the Landlord the sum of \$0.00 per day as rent for the above described property or properties, and such further consideration as may be set out below for expenses associated with the use of the property. Partial days shall be calculated at the same rate as a complete day.

#### 5. PAYMENT

The Department of Natural Resources shall make payment within thirty (30) days of receipt of an invoice or other equivalent documentation from Landlord. Requests for payment and other notices are to be sent to the following address:

N/A

---

---

#### 6. RESTORATION

Tenant agrees to restore the property to the same condition it was in prior to Tenant's occupancy, less wear and tear, to the extent reasonably practical. Landlord and Tenant shall inspect the property both prior to and after Tenant's occupancy and use, and document its condition in an Inspection Report.

Landlord:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Tenant:

By: Keenan Roberts  
Title: S. Okanagan Dist. Manager  
Date: 5/29/2014

Approved As To Form:


Michael Collinge  
Assistant Attorney General

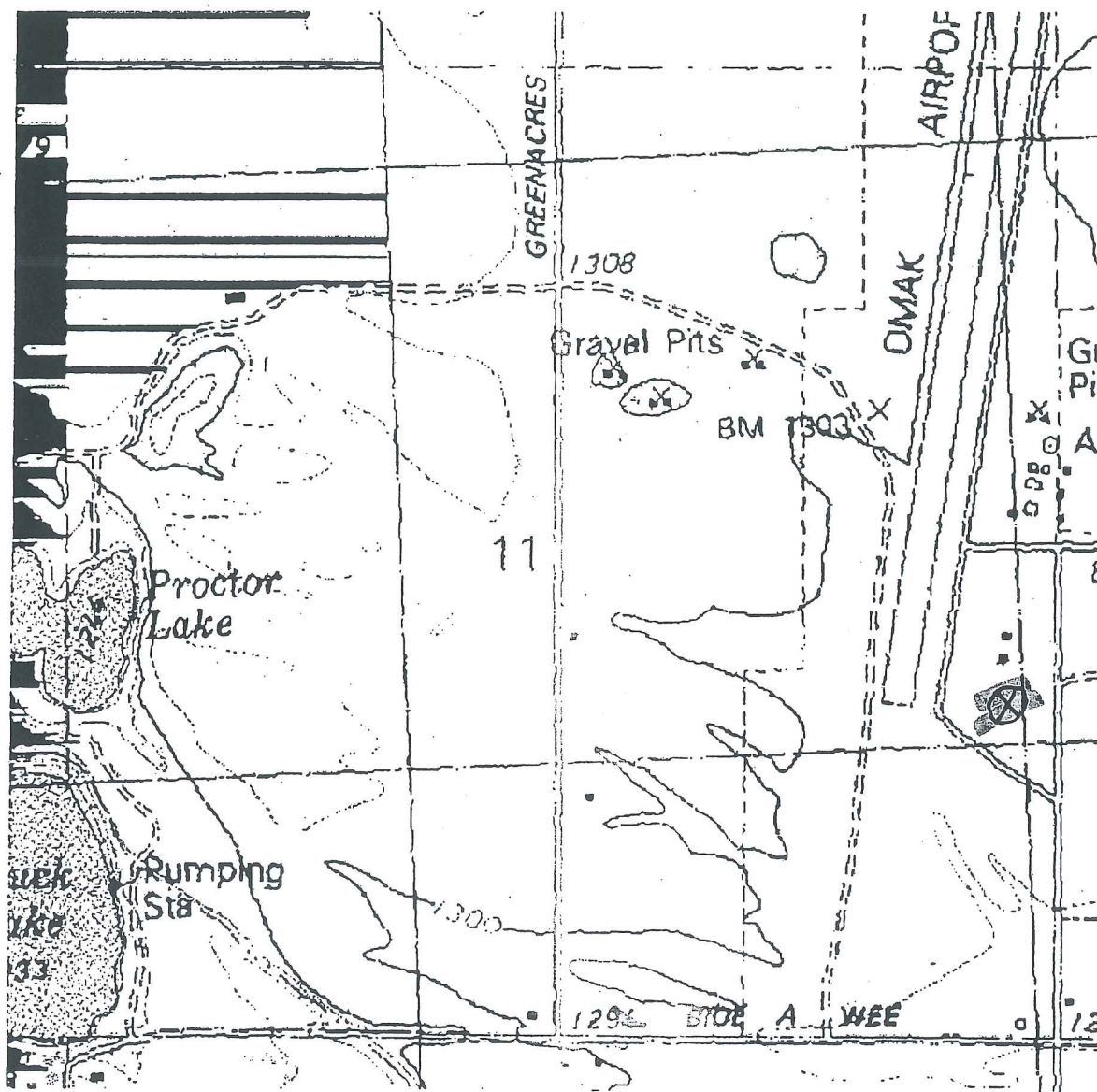
2/2/09  
Date



JSGS QUAD (by Township, Section):  
 Township: t34r26e Section: 11

NES-10-SO-ELURA#33

 Approximate Location of Trailer



20-APR-2009

Mapscale: 1in. = 12000in.



WASHINGTON STATE DEPARTMENT OF  
 Natural Resources

 ORIGINAL

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
EMERGENCY LAND USE RENTAL AGREEMENT**

1. This RENTAL AGREEMENT, by and between:

Owner's name(s): City of Omak  
Mailing address: 2 North Ash St.  
City, State, zip code: Omak, WA 98841  
Telephone no. (509) 826-1170

for their heirs, executors, administrators, successors, and assigns, hereinafter called the Landlord, and the State of Washington Department of Natural Resources, hereinafter called the Tenant, acting under a delegation of authority from the Department of General Administration, in accordance with RCW 43.82.010.

The parties hereto, for the consideration hereinafter mentioned, do covenant and agree as follows:

**2. PURPOSE**

The Tenant agrees to rent property and/or facilities from the Landlord for purposes of establishing the following emergency incident management facilities:

Place a portable trailer (approximately 12' X 56') to provide shelter for a helitack crew that will be staged at the Omak Airport for initial attack on wildfires. Each helitack crew is accompanied by a Bell UH1 helicopter. Occasionally, a second helitack crew and helicopter may be staged at the airport during periods of extreme fire danger.

**3. PROPERTY**

The Landlord agrees to rent to the Tenant the following described property:

The area located on the south side of the wood rail fence at the Omak Airport (see attached map).

Located at:

Address: 102 A Omak Airport Road

City or Town: Omak, Okanogan County, WA.

**3. TERM**

X Option A: This Rental Agreement shall be effective for two fire seasons from approximately Mid June, 2014 & 2015 to September 30, 2014 & 2015, unless otherwise modified by the parties.

N/A Option B: At will, upon notice by Tenant and completion of a Pre-Use Inspection Report.

**4. COMPENSATION**

Tenant shall pay to the Landlord the sum of \$0.00 per day as rent for the above described property or properties, and such further consideration as may be set out below for expenses associated with the use of the property. Partial days shall be calculated at the same rate as a complete day.

#### 5. PAYMENT

The Department of Natural Resources shall make payment within thirty (30) days of receipt of an invoice or other equivalent documentation from Landlord. Requests for payment and other notices are to be sent to the following address:

N/A

#### 6. RESTORATION

Tenant agrees to restore the property to the same condition it was in prior to Tenant's occupancy, less wear and tear, to the extent reasonably practical. Landlord and Tenant shall inspect the property both prior to and after Tenant's occupancy and use, and document its condition in an Inspection Report.

Landlord:

By: Andrew Ziegler  
Title: Mayor  
Date: 6/2/14

Tenant:

By: Kieran Roberts  
Title: S. Okanogan Dist. Manager  
Date: 5/29/2014

Approved As To Form:

Michael Collinge  
Assistant Attorney General


2/2/09  
Date

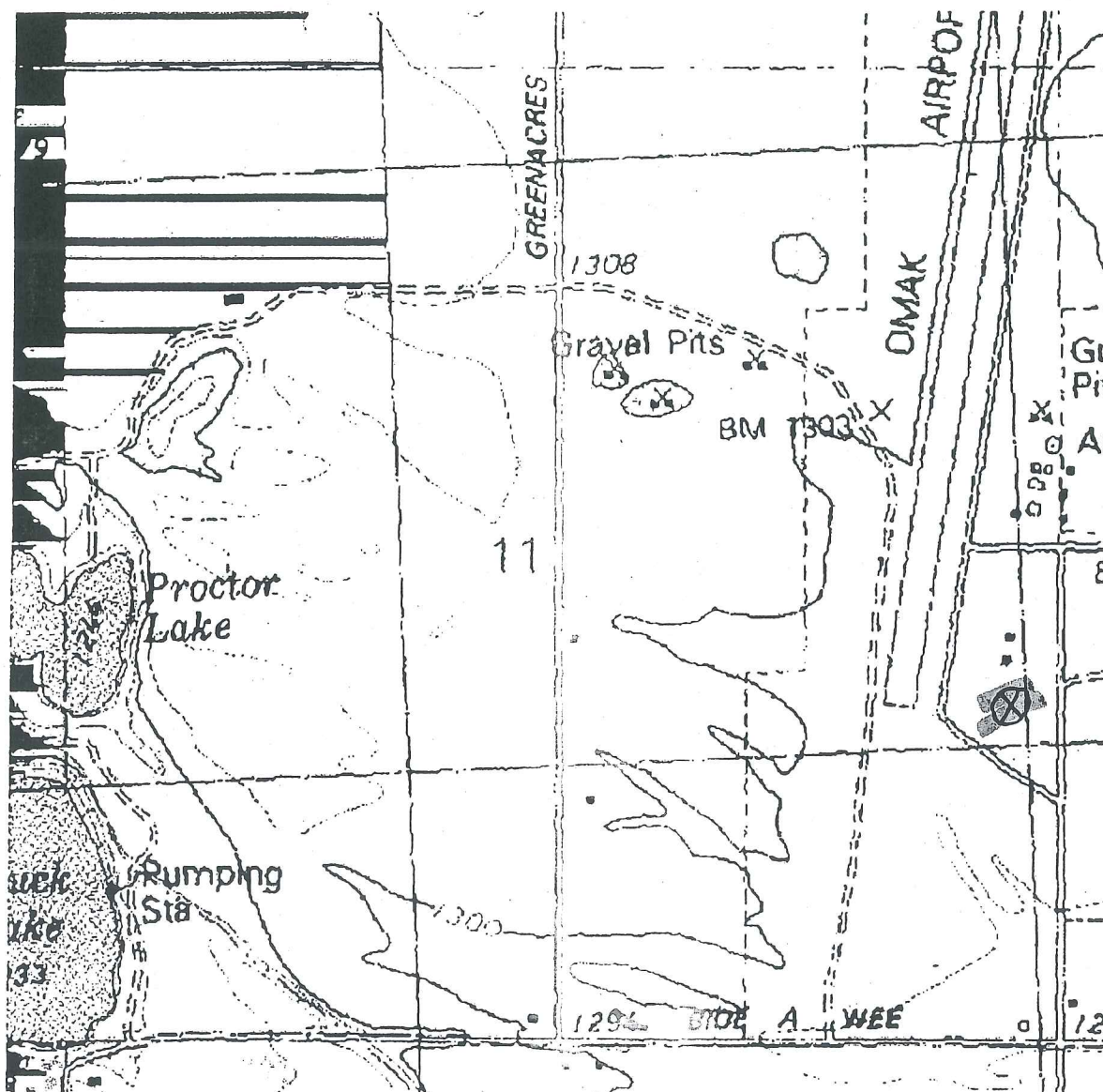


JSGS QUAD (by Township, Section):

Township: t34r26e Section: 11

NES-10-SO-ELURA#33

 Approximate Location of Trailer



20-APR-2009

Mapscale: 1in. = 12000in.



WASHINGTON STATE DEPARTMENT OF  
Natural Resources