

**CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. 633**

A **RESOLUTION** authorizing the Mayor to sign an Employee Lease Agreement.

WHEREAS, the City owns a residential structure located at 906 Ahtanum Road within the Ahtanum Youth Park;

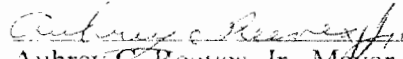
WHEREAS, while the Youth Park was under County control, the County rented the residential structure to one of its park employees to the mutual benefit of the County and the employee;

WHEREAS, the City now desires to rent the residential structure to one of its employees, Parks Working Foreman, for the mutual benefit of the City (increased security at the park) and the employee;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:

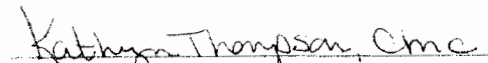
The Mayor is authorized to sign the Employee Lease Agreement.

PASSED this 14th day of August 2006.


Aubrey C. Reeves, Jr., Mayor

ATTEST:

APPROVED AS TO FORM:


Kathryn Thompson, CMC, City Clerk


Robert F. Noe, City Attorney

PROPERTY LEASE
(Union Gap Public Works Department)

THIS LEASE is entered into between THE CITY OF UNION GAP, Washington, and Darlene Islas (employee). The parties acknowledge that this lease is exempt from the Washington Residential Landlord Tenant Act pursuant to RCW 59.18.040(8) (occupancy by an employee of a landlord's premises whose right to occupy is conditioned upon employment in or about the premises).

The City of Union Gap agrees to lease to Employee and Employee agrees to lease from Union Gap the house and surrounding fenced yard located within the Youth Activities Park, commonly known as 906 Ahtanum Road, Union Gap, Washington, subject to the following conditions:

1. TERM: The term of this lease shall be for the period beginning on the date this lease is executed by all parties and ending on the date Employee's employment duties change or Employee's termination of employment with Union Gap, regardless of the reason for such termination.

2. RENT: The Basic Rent, which the Employee agrees to pay, is the sum of \$ 675.00 per month. Employee agrees to pay the rent by cash or check on or before the 5th day of each month or by payroll deduction during the term of this lease. If possession of the premises is taken on any day other than the 5th day of the month, the Basic Rent and credits shall be prorated to said date of occupancy. Every three (3) years the house may be re-appraised and the Basic Rent adjusted.

3. USE OF PREMISES: The Employee shall not permit any conduct upon the property, which would cause embarrassment to Union Gap. The Employee shall use the premises only as a residence. No private business shall be operated from the premises. The Employee shall not use or permit the premises to be used for any illegal purpose. All laws, codes and regulations shall be obeyed.

4. UTILITIES: Employee shall furnish at Employee's expense all utilities except water, sewer, and garbage service, which shall be supplied by Union Gap. Employee shall not allow any utility for which Employee is responsible to become delinquent for non-payment or late payment of fees.

5. MAINTENANCE:

5.1 Union Gap shall keep the exterior of the premises including the foundation, walls, and roof and all fixtures and appliances provided by Union Gap in good repair.

5.2 Employee shall

- a. keep said premises in as good condition as they were at the time of occupancy, reasonable wear and tear excepted,
- b. keep the premises clean, mowed and irrigated in accordance with current park standards.

- c. not permit motor vehicles or motor vehicle parts to collect upon the property except those motor vehicles in operating condition used by occupants of the premises,
- d. properly dispose of rubbish, garbage and waste in a clean and sanitary manner and assume all costs of extermination and fumigation for infestation of pests,
- e. properly use and operate all fixtures and appliances,
- f. not destroy, deface, damage, impair or remove any part of the premises, its appurtenances, facilities, equipment, furniture, furnishings, or appliances, nor permit any other person to do so,
- g. not permit any nuisance or waste upon the premises,
- h. not make any alterations to the premises or do or cause to be done any painting or wallpapering without prior consent of the Union Gap Public Works Director,
- i. not consume or allow to be consumed any alcoholic beverage on the property except inside the building,
- j. not permit any dog on the premises to go outside the fenced area of the premises except if kept on a leash at all times,
- k. not allow any lien or encumbrance to be attached to the property.

6. **INSURANCE:** Union Gap may carry insurance on the premises and improvements as it deems proper, but it is specifically understood and agreed that any insurance coverage on the Employee's property or improvements shall be solely the responsibility and expense of the Employee.

7. **ASSIGNMENT-SUBLETTING:** Employee shall not assign this lease nor sublet the premise or any portion thereof.

8. **DAMAGE OR DESTRUCTION:** In case the leased premises shall be destroyed or damaged by fire or other casualties so as to be untenable, either party may terminate this lease, whereupon the rent shall immediately cease. If Union Gap fails to commence repairs within thirty days, this lease shall terminate without notice. Union Gap shall have no liability by reason of loss, damage, inconvenience, or annoyance arising from the necessity of repairing any portion of the building or its appurtenances.

9. **INDEMNIFY:** Each party shall save the other harmless from any liability by reason of personal injuries or property damage caused by its negligence of its officers, employees, or agents, in, on or about the premises. Union Gap's obligation hereunder shall not extend to any cause, which arises from Employee's failure to comply with any provision of this lease.

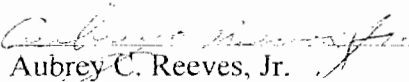
10. **INSPECTION:** Union Gap shall have the right to enter the premises without notice in case of emergency and shall have the right to enter the premises at reasonable times upon notice to Employee to inspect the property, make repairs or alterations, or to supply services.

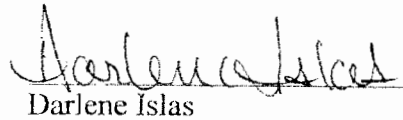
11. **TERMINATION AND SURRENDER:**

11.1 The Employee acknowledges that this lease is created only as a result of the Employee's employment relationship with Union Gap. The Employee expressly agrees that this lease shall be terminated immediately and without notice if the

CITY OF UNION GAP, WASHINGTON

EMPLOYEE

 8-14-06
Aubrey C. Reeves, Jr. Date
Mayor

 8/14/06
Darlene Islas Date
Employee