

Substitute Bill No. 4973

Ordinance No. _____

Requested by: Craig Tajkowski

Sponsored by: Nancy Schneider

AN ORDINANCE APPROVING A REVISED LEASE AGREEMENT FOR T-HANGAR RENTAL SPACE AT THE ST. CHARLES COUNTY REGIONAL AIRPORT-SMARTT FIELD

WHEREAS, St. Charles County Ordinance 93-91 authorized the County Airport Director to execute T-hangar leases on behalf of the County; and

WHEREAS, St. Charles County Ordinance 05-099 authorized a form agreement for T-hangar leases; and

WHEREAS, the revisions requested for the Lease Agreement are necessary since the name of the airport has changed and the title of Airport Director has been changed to Airport Manager; and

WHEREAS, it is necessary to update the Lease Agreement for the reasons stated above, and to correct typographic and formatting issues.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The St. Charles County Airport Manager is hereby authorized to execute the form T-hangar Lease Agreement attached hereto and incorporated herein as **EXHIBIT A**.

Section 2. All T-hangar Lease Agreements shall be substantially the same in form and content as set forth herein.

Section 3. Compliance with all the terms of the T-hangar lease agreements shall be the responsibility of the St. Charles County Airport Manager.

Section 4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

DATE PASSED

DATE APPROVED BY COUNTY EXECUTIVE

CHAIR OF THE COUNCIL

COUNTY EXECUTIVE

ATTEST:

COUNTY REGISTRAR

T-HANGAR LEASE

THIS LEASE made and entered into, this 1st day of _____, 20__ by and between the COUNTY OF ST. CHARLES, in the State of Missouri, hereinafter called Lessor, and (insert name and address) _____ hereinafter called Lessee.

WITNESSETH, that the said Lessor for and in consideration of the rents, covenants and agreements hereinafter mentioned and hereby agreed to be paid, kept and performed by said Lessee, his successors and assigns, has leased and by these presents does lease to said Lessee the following described premises, situated in the County of St. Charles, State of Missouri, to-wit:

An appropriate aircraft hangar located at St. Charles County Regional Airport-Smarrt Field, Building Number __, Hangar Number __, St. Charles County, Missouri.

TERMS

1. Lessee shall utilize the premises for the sole purpose of storing an aircraft. Lessee shall not place additional aircraft on the premises without the prior written consent of the Lessor.
 - A. No commercial activity, including but not limited to flight instruction or aircraft maintenance by other than the aircraft owner, shall take place in the leased premises.
2. The Lessee shall not assign, mortgage, or encumber this lease, nor sublet or permit the leased property or any part thereof to be used by others.
3. Lessee agrees at all times to abide by the applicable laws, regulations, ordinances and rules of the United States, the State of Missouri, St. Charles County, and all reasonable directives of the Manager, St. Charles County Regional Airport-Smarrt Field, now in force or which may hereinafter be put in force.
4. Lessee shall keep the premises neat, clean and free of all garbage, rubbish, trash and flammable materials. Lessee shall not store flammable liquids, gases or other flammable materials, nor fuel or permit fueling of aircraft in the premises. Lessee shall not use in or about the premises any portable or other electrical equipment with a current amperage requirement in excess of fifteen (15) amps.
5. The Lessor shall have the right to enter the premises at any time for any purpose.
6. Lessee shall make no physical changes to the building, including structural, mechanical or electrical changes or alterations without submitting plans and receiving written permission from the Airport Manager, and obtaining all necessary permits from the St. Charles County Building Division.

7. The Lessor hereby grants full access to the demised premises to Lessee in such manner as shall not conflict with Lessor's own use and rights in the described area, or of any other joint users use in said area, or interference with the working thereon or the use thereof.
8. Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard. Lessor reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desire or views of Lessee, and without interference or hindrance.
9. During time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.
10. This agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States or any agency thereof relative to maintenance, operation or development of the airport.
11. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.
12. All notices by Lessor to Lessee shall be deemed given if Lessor places said notice, addressed to Lessee at the address below, postage prepaid, in the United States mails, or such other address that Lessee may provide in writing to Lessor.
13. All notices by Lessee to Lessor shall be deemed given if Lessee places said notice, addressed to Lessor in care of St. Charles County Finance Department, 201 N. Second St., Room 541, with a copy to the Airport Manager, 6390 Grafton Ferry Road, Portage des Sioux, MO 63373, postage prepaid, in the United States mails, or such other address that Lessor may provide in writing to Lessee.
14. Whenever the word "Lessee" is used herein it shall be construed to include the heirs, executors, administrators, successors, or legal representatives of the Lessee and the words Lessor and Lessee shall include single and plural, individual or corporation.
15. Lessee shall indemnify, protect and hold harmless St. Charles County, Missouri, from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property and injury to or death of persons including the officers, agents and employees of either party herein, including payment under any workers' compensation law or under any plan for employees' disability or death

benefit which may arise out of or be caused by the fault, failure, negligence or alleged negligence of Lessee, its agents, servants or employees. Lessee assumes responsibility for any clean up and repairs.

16. In order to protect St. Charles County against expenses and liability which would not arise except for the utilization of this real estate by Lessee, his/her employees, officials, agents, contractors and the general public, Lessee, shall carry insurance to protect St. Charles County as a named insured, from and against any and all claims, demands, actions, judgments, costs, expenses and liability arising due to the terms of this agreement. The amount of insurance covering such liability due to the injury or death of persons and damaged property shall not be less than One Million Dollars (\$1,000,000.00) as to any one accident. All insurance is required to remain in force for the entire life of this agreement. Lessee shall furnish St. Charles County certificates of insurance by each insurance company to the effect that it has issued coverage as required herein and that it will not cancel or change such policy except sixty (60) days' notice to St. Charles County Finance Department, 201 N. Second St., Room 541, with a copy to the Airport Manager, 6390 Grafton Ferry Road, Portage des Sioux, MO 63373.
17. Lessee shall be responsible to Lessor for any and all damage caused to any real or personal property of Lessor by any one or more of Lessee or its officers, employees, agents, guests or business visitors.
18. Lessor shall not be liable to said Lessee or any other person or corporation, including employees, for any damage to their person or property caused by water, rain, snow, frost, fire, storm and accidents, or by breakage, stoppage or leakage of water, upon, about or adjacent to said premises.
19. Lessee shall bear the risk of any and all damage or loss with respect to the hangaring and storage of the aircraft on the premises.
20. No waiver of any forfeiture, by acceptance of rent or otherwise, shall waive any subsequent cause of forfeiture, or breach of any condition of this lease; nor be held to waive or release the Lessee from any of the conditions or covenants of this lease as against him or them.
21. The monthly rental shall be _____ & 00/100 Dollars (\$_____) per month for the aforesaid hangar, payable monthly in advance on the first day of each month. A check or money order shall be made payable to St. Charles County Regional Airport – Smartt Field and mailed to:

**St. Charles County Director of Finance
201 North Second Street, Ste. 541
St. Charles, Missouri 63301**

- A. Lessee shall deposit with St. Charles County the sum of One Hundred Fifty & 00/100 Dollars (\$150.00) to be held by the Lessor as a security deposit for unpaid rent, key return or clean-up costs. This security deposit may be used in full or part to pay any outstanding amounts owed by the Lessee and/or as funds to remove any items left on the premises by Lessee, to clean the premises at the termination of this Lease or to replace keys or rekey door locks due to Lessee not returning keys to Lessor.
 - B. If lease payments are tendered after the tenth day of the month, Lessor may charge Five Dollars (\$5.00) per day late charges until paid. A check for lease payments returned to Lessor for any reason will incur a Fifteen Dollar (\$15.00) charge. All charges shall be considered accrued rental. Lessor may adjust the monthly rental rate with thirty (30) days' notice to Lessee.
 - C. Lessee acknowledges that, by entering into this T-Hangar Lease, Lessee is aware of the Airport's proximity to the Mississippi River and the possibility of floods and flood waters rendering part or all of the Airport unusable for indeterminate periods of time, including T-Hangars. All rental fees shall remain due and payable during any such flood events.
22. The term of this Lease shall be for a period of one (1) month commencing on the 1st day of _____, 20___, and ending on the last day of _____, 20___, provided, however, that this Lease shall be automatically renewed on a month-to-month basis after such period unless the Lessor or the Lessee shall have delivered written notice to the other party of its intention to terminate the lease no less than ten (10) days prior to the end of any month-to-month tenancy.
23. Said Lessee will quit and deliver up the possession of said premises to the Lessor when this lease terminates by limitation or forfeiture, with the premises in as good condition and repair as the same now are, or may hereafter be made by repair in compliance with all of the covenants of this lease, save only the wear thereof from reasonable and careful use.
24. In the event Lessee fails to remove all aircraft and other property from the premises upon forfeiture and default under the lease, in addition to any other legal or equitable remedies of Lessor, without notice to Lessee, Lessor may remove said aircraft and any and all other personal property from the premises and may thereafter store the same at any space anywhere on the airport, as Lessor deems fit. Lessee shall pay the costs and expenses of any such removal and storage and shall assume all risk of any and all loss or damage which may result therefrom. Further, Lessor shall have a lien upon said aircraft and other property of Lessee located at the Airport for unpaid rentals, storage, damage, or other sums due hereunder.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the day and year first above written.

Lessee

By: _____

Lessor

ST. CHARLES COUNTY, MISSOURI
100 North Third Street
St. Charles, Missouri 63301

By: _____
(Insert Manager Name), Airport Manager
St. Charles County Regional Airport-
Smartt Field

ATTEST:

DATE: _____