

**AMENDED NEW MEADOWS INDUSTRIAL PARK  
LEASE AGREEMENT**

THIS AMENDED LEASE is made at New Meadows, Idaho, effective this \_\_\_ day of \_\_\_\_\_, 2022 by and between the City of New Meadows, a Municipal Corporation, hereinafter referred to as the CITY, and Torch Towing, hereinafter referred to as the LESSEE. For the purpose of administering this contract the City's Representative Agent is the Site Administrator of the New Meadows Industrial Park, herein referred to as the NMIP.

WHEREAS the CITY and the LESSEE previously entered into a Lease Agreement entered into on or about the 9<sup>th</sup> day of November 2020, and the CITY and the LESSEE desire to amend said Lease Agreement to define the parking places granted to the LESSEE under the Lease Agreement.

WITNESSETH: \_\_\_\_\_

That in consideration of the mutual promises, covenants, conditions, and terms to be kept and performed; it is agreed between the parties hereto as follows:

Section 1. Notwithstanding anything to the contrary herein, this agreement consists of this document and the following Attachments:

- Attachment A: TENANT QUALIFICATION CRITERIA
- Attachment B: DESCRIPTION OF LEASED SPACE
- Attachment C: DELINQUENT RENT POLICY
- Attachment D: HAZARDOUS MATERIAL POLICY

Section 2. The CITY hereby leases to the LESSEE 2200 sq ft., as described in Attachment B and hereinafter referred to as the LEASEHOLD.

Section 3. The LESSEE shall pay to the CITY a monthly lease payment of \$400.00, plus the Adams County Landfill Fee (\$10.85), for SIX (6) years beginning NOVEMBER 19, 2020, at which time the CITY and LESSEE shall negotiate new lease terms based on the market conditions at the time.

Section 4. If the LESSEE fails to pay any rental payment on or before the tenth day of the month for which it is due, the LESSEE shall pay to the CITY a late fee of twenty five dollars and no cents on the eleventh day and three percent (3%) of the monthly rental each day the rent is due until paid in full.

Section 5. The CITY has waived the requirement that the LESSEE post a security deposit.

Section 6. The LESSEE has possession of the LEASEHOLD.

Section 7. The LESSEE shall be responsible for the cost of all utilities serving the LEASEHOLD, including but not limited to power, heat, sewer, water, and telephone. Failure to pay any utilities shall be considered a material breach of this Lease.

Section 8. The LESSEE shall provide, at its own cost, routine maintenance items, including routine cleaning and janitorial services of the LEASEHOLD.

Section 9. The CITY shall perform all necessary repairs, replacements, and required maintenance with respect to all plumbing, wiring, roof, supporting structural members, locks and heating unless such repairs, maintenance, or replacements are necessitated because of the actions of the Tenant, its guests or invitees. NMIP shall have no other repair, replacement, or maintenance obligations, with all items which are not specifically enumerated being considered routine maintenance.

Section 10. The LESSEE may, with the prior written consent of the City Council, make such repairs as are the obligation of the CITY, in which case the NMIP Site Administrator shall reimburse the LESSEE for the cost of such repairs. Such reimbursement shall, however, be limited to the specific item and specific dollar amounts which the City Council has approved in advance.

Section 11. The LESSEE may not, without the prior written consent of the City Council, make any alterations to the LEASEHOLD. In the event that the City of New Meadows approves such alterations, they shall be made at the expense of LESSEE. Any such alterations shall not diminish the structure in which the LEASEHOLD is situated.

Section 12. At the termination of this lease, the LESSEE may remove any alterations which it has made pursuant to Section 11, provided such removal can be and is done without damaging the LEASEHOLD or the structure in which it is situated and the LEASEHOLD is restored to its original condition. Any alterations left after termination shall become the property of the CITY without cost to the CITY.

Section 13. The term of this lease shall be SIX (6) years. At the end of the SIX (6) year period, LESSEE may apply for a lease extension at which time the CITY and LESSEE shall negotiate new lease terms based on the market conditions at the time. The lease and its terms are non-transferable.

Section 14. As a condition precedent to the CITY considering an extension of this lease:

- a) The LESSEE will give at least six (6) months written notice to the CITY of his intention to request an extension of said lease; and
- b) The LESSEE is current in his payments to the CITY and not in violation of any of the terms and conditions of this lease.

Section 15. Nondiscrimination. The LESSEE agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, sex or age with regard to, but not limited to, the

following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. LESSEE must also comply with any applicable Affirmative Action Programs then in effect.

Section 16. The LESSEE shall carry at least the following minimum amounts of insurance with the CITY listed as additional insured. It shall be maintained in full force and effect during the life of this lease agreement and shall protect the CITY and its employees, their agents, or their representatives from damages to property arising in any form from the negligence or wrongful acts or omissions of LESSEE, LESSEE's agents, their employees, or their representatives in the performance of any obligation covered by this agreement:

- a) Public liability insurance for injuries, including those resulting in death, in an amount not less than Five Hundred thousand Dollars (\$500,000.00) "combined single limits."
- b) LESSEE is also required to include in said liability policy "fire legal liability" in the amount of One Hundred Thousand Dollars (\$100,000.00).
- c) LESSEE is also responsible for insuring LESSEE's own business' personal property. The CITY shall not be required to carry insurance of any kind.

Section 17. Nothing in this Lease shall be deemed to be considered any kind of a business partnership, agency or employer/employee relationship or joint venture between the CITY and the LESSEE.

Section 18. The LESSEE shall furnish to the CITY a Certificate of Insurance demonstrating that the insurance described in Section 16 is in full force and effect prior to the commencement of this Lease Agreement. Furthermore, the CITY shall be named as an additionally named insured upon that policy and the insurance carrier shall be given specific instructions to notify the CITY of any cancellation or changes in policy amounts or provisions. Should the CITY receive notice of cancellation of said insurance, it shall notify the LESSEE to cease operations immediately and not to start again until the CITY receives new evidence that insurance described in Section 16 is in full force and effect.

Section 19. The LESSEE shall indemnify and save the CITY harmless from all claims or liabilities, including attorney fees and costs, of any type or nature by any person, firms, or corporation, including any agent or employees of the LESSEE, arising in any manner from the LESSEE's performance of operations and business covered by this agreement.

Section 20. That the LESSEE shall promptly execute and comply with all statutes, rules, orders, ordinances, requirements, and regulations of the CITY, County, State or Federal Government and any and all of its departments and bureaus applicable to said premises for the correction, prevention or abatement of nuisances or other grievances in, upon or connected with said premises, during the said term, and that periodic non-notice safety inspections may be conducted by the Fire

Department, an insurance company, or other inspectors, except that all structural alterations or additions shall be made by the CITY at its expense.

Section 21. The LESSEE shall not assign this agreement/lease or sublet or sublease the premises or any part thereof, without the express written consent, and upon terms acceptable to the City.

Section 22. That the LESSEE, in case of fire, shall immediately give notice thereof to the CITY, who shall thereupon cause the damages to that portion of the building hereby leased to be repaired, but if the premises be so damaged that the CITY shall decide not to rebuild, or to condemn the same, the lease term may cease at the sole discretion of the CITY and the accrued rent shall be paid up to the time of said fire. In case, however, the destruction of the premises by fire shall be only partial and a portion thereof shall during the period of repairs be fit for occupancy by the LESSEE for the purpose for which said premises are leased, then the rent shall be equitably apportioned and paid for the part so fit for occupancy.

Section 23. The LESSEE for itself, its successors and assigns and for all persons claiming or to claim under it or them, hereby expressly covenants and agrees that if at any time the LESSEE is adjudicated bankrupt or a Receiver of its property is appointed in insolvency proceedings, then in that event this lease forthwith shall terminate and be at an end at the sole discretion of the CITY, this covenant being one of the considerations whereby the CITY is induced to make this lease.

Section 24. That if the LESSEE shall default in the payment of rent or in the performance of any of the covenants contained in this lease, or in the event LESSEE fails to prevent, correct or abate within 14 days after receiving written notification of monetary default or within 30 days after receiving written notification of non-monetary default from the CITY to prevent, correct or abate nuisances or other grievances not governed under the provisions of Section 20 above, which cause, directly or indirectly, interference with, harm or damage the operations or products of another tenant or tenants of the CITY, or in the event that the LESSEE shall become insolvent or bankrupt or shall make an assignment for the benefit of creditors, the CITY may terminate this lease, and at the expiration of ten (10) days the term of this lease shall cease and expire as if it were the expiration of the original term. If, however, upon the expiration of the 30-day period allowed for correction of a non-monetary default, LESSEE has taken reasonable and prudent steps toward preventing, correcting, or abating the default but has not completed said action, the CITY may extend the 30-day period.

That in case this lease shall be terminated, canceled or forfeited under any of the terms and conditions herein contained or the demised premises be vacant for a period of ten (10) days, the CITY shall immediately have the right to re-enter and take possession of said premises and re-occupy the same without notice and without being liable for damages.

Section 25. The LESSEE agrees during the term of this lease to keep the floor of these premises in a clean and sanitary condition, to use all necessary and

approved safeguards against fire risk, to maintain drip pans under its machinery and vehicles in for repair for the purpose of preventing oil, grease or ink or other wet material from sinking into the floor of the premises leased. The LESSEE shall not cause any major holes to be made in said floor or walls for the purpose of anchoring machinery, shelving, office partitions or for any other reason whatsoever, unless express written authorization is obtained from the CITY. Permission for minor alterations may be obtained from the Site Administrator.

Section 26. The CITY will approve all signs and signage and no others shall be utilized. No signs may be placed without the express written consent of the CITY, and all signs shall be placed at the LESSEE'S expense.

Section 27. It is expressly understood and agreed by and between the parties to this agreement that the CITY shall not be liable for: Any damage or injury caused by water which may be sustained by the said LESSEE or other person; or any other damage or injury resulting from the carelessness, negligence or improper conduct on the part of any other lessee or agents or employees; or by reason of the breakage, leakage or obstruction of the water or soil pipes, electric conduits or wiring or other leakage or breakage in or about said building, unless resulting from the failure of the City to properly maintain such items.

Section 28. The LESSEE further agrees that it will not encumber or obstruct the sidewalk in front of or adjacent to said building or the parking area or allow the same to be obstructed and that no goods, material or machinery or other articles shall be stored on said sidewalk or in said hallways of the premises leased, or left there for a longer period than shall be absolutely necessary to transport them to or from the premises of the LESSEE.

Section 29. The CITY further agrees that it will be responsible for all exterior maintenance and repairs, including snow removal and outside lighting.

Section 30. The LESSEE agrees to provide at its own cost and expense a suitable trash receptacle and regularly scheduled pick-up service sufficient to handle LESSEE's own needs in order to prevent the unsightly accumulation of trash and other debris.

Section 31. Lease Payments may include certain services offered by the CITY to the LESSEE.

Section 32. All persons assigned to work with a tenant will treat in complete confidence all information and data designated by the company as confidential.

Section 33. The CITY shall have the right to inspect LESSEE's Leasehold during normal business hours for compliance with terms and conditions of this lease.

Section 34. The CITY shall have a right to show premises with 24 hour notice to, and approval of, tenant.

Section 35. The LESSEE agrees that early termination of this lease will be in writing at least 3 months in advance to the CITY with all rents being paid at time of termination. The LESSEE also agrees to leave the premise clean in order for the CITY to make property available to a new tenant. LESSEE may also early terminate by paying three months of rent at the approved rate and leaving the premise clean, turning in all keys and providing a 30 day effective date.

Section 36. All notices provided for herein shall be deemed served if personally delivered, or if mailed to the party entitled to receive the same at the following address:

<u>LESSOR:</u>	City of New Meadows	<u>LESSEE:</u>	Torch Towing
	P.O. Box 324		9990 W Beacon Light
	New Meadows ID. 83654		Star, Idaho 83669
	Mayor		Owner

IN WITNESS WHEREOF, the CITY has caused these premises to be signed and sealed, and the LESSEE has signed and sealed, this day.

Signed and Acknowledged:

Lessee

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner

City of New Meadows

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

**NEW MEADOWS INDUSTRIAL PARK**

**Tenant Qualification Criteria:**

Section 1. All requests for tenant space and lease arrangements will be reviewed and approved by the City Council.

Section 2. **Torch Towing** must meet the following criteria:

- A. Must be a non-polluting business or industry compatible with existing tenants, the local lifestyle, and community standards.
- B. Must continue to provide jobs or a vital service to the community.
- C. Must keep the grounds clean of weeds and debris in front of, behind and around the building space.
- D. Employee vehicles shall not interfere with the other tenant's deliveries and entrance doors.

Section 3. Eligible business activities shall be light manufacturing, advanced technology, research and development, assembly, light industrial, services, and any other activity deemed appropriate by the City Council.

Section 4. The business and business activities must be compatible with zoning requirements. The appropriate space must be available for lease.

Section 5. LESSEE should expect to hold an annual review meeting with the City Council. Targeted job levels and any business plan changes shall be reviewed at that time.

Section 6. A tenant who requires additional renovation work or utility hook-ups other than what is provided in the basic building layout will be expected to bear the cost of such renovation unless other arrangements are made with the City Council.

Section 7. The "Delinquent Rent Policies and Procedures" have been adopted and will be part of the lease agreement.

Section 8. The LESSEE agrees to allow the NMIP Site Administrator to use general information about the LESSEE's business for public relations efforts to promote the NMIP and will provide general information upon the request of the NMIP Site Administrator.



ATTACHMENT B: Description of Leased Property

**NEW MEADOWS INDUSTRIAL PARK**

**DESCRIPTION OF LEASED PROPERTY**

THIS LEASE made between the City of New Meadows, a Municipal Corporation, hereinafter referred to as the CITY, and Torch Towing, hereinafter referred to as the LESSEE, is for the following space described below:

The 2200 square foot area in the northern end of building known as building # 2 which has an office space, restroom and open shop floor. The physical address of this space is 106 C Taylor Street.

In addition, the LESSEE is provided a parking area which is the open space in front of and behind 106 B Taylor as depicted on the attached Google Earth photo.

**NEW MEADOWS INDUSTRIAL PARK**

**DELINQUENT RENT POLICY AND PROCEDURES**

A New Meadows Industrial Park tenant's rent becomes delinquent when not received by, on or before the fifth day of each month.

If a delinquency occurs, the following procedures will be followed:

1. Site Administrator will notify the tenant in writing that rent is delinquent.
2. The tenant will, within two working days, bring the rent current, or
3. The tenant will meet with the Site Administrator to discuss the delinquency. The Site Administrator will notify the City Council of the delinquency.
4. If the tenant is unable to pay the rent, the tenant will consult with the Site Administrator to develop a written plan to cure the delinquency. This plan will be developed within ten working days following the notice of delinquency.
5. The plan to cure the delinquency will be presented to the City Council. The City Council may be polled by phone to gain plan approval.
6. On approval of the plan, it becomes an attachment to the lease until the delinquency is cured.
7. If the plan to cure the delinquency is not approved by the City Council as presented, then the City Council may make additions and/or deletions to the plan to gain Council approval. This revised plan will be resubmitted to the tenant for approval.
8. The tenant will have three working days to review any changes required by the Council.
9. Failure to come to a written agreement to cure the delinquency within 30 days may result in the termination of tenant's lease at the City Council's discretion.

**CITY OF NEW MEADOWS/NEW MEADOWS INDUSTRIAL PARK**

**HAZARDOUS MATERIAL POLICY**

This policy applies to all tenant businesses as well as to all persons associated in any way with the tenant business. This policy covers all tenant paid and unpaid employees, contractors, consultants, delivery/receiving personnel and others.

**CONTROL OF NONRADIOACTIVE HAZARDOUS MATERIALS**

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**1. PURPOSE**

This section establishes the requirements and responsibilities for implementing a nonradioactive hazardous material control program for the New Meadows Industrial Park and for all tenant businesses. This program applies to the acquisition, use, shipping, receiving, storage and disposal of nonradioactive hazardous materials, and must comply with the Toxic Substances Control Act, the Resource Conservation and Recovery Act, the Superfund Amendments and Re-authorization Act, the Occupational Safety and Health Act, the Comprehensive Environmental Response, Compensation, and Liability Act, 49 CFR 172, and other references specified herein.

**2. REQUIREMENTS**

**2.1 Radioactive material policy:**

No radioactive material that exceeds amounts described in 10 CFR 20 shall be received, handled, and/or generated in and/or at the New Meadows Industrial Park.

**2.2 Tenant Responsibilities**

Tenant Managers Shall:

- a) Prior to the receipt, handling, and/or generating of non-radioactive hazardous waste/or material, the tenant must submit in writing to the Site Administrator the nature and conditions of such hazardous waste. The Site Administrator must give written approval that tenant activities in any way related to

hazardous material are authorized prior to the receipt, handling, and/or generating of non-radioactive hazardous waste and/or material.

- b) Implement a written, auditable Nonradioactive Hazardous Materials Program in compliance with 29 CFR 1900.1200. The program shall provide for the acquisition, shipping, receiving, storage, and disposal of nonradioactive hazardous materials in accordance with all local, state and federal requirements and business park policies.
- c) Maintain an inventory of hazardous materials present in work area, including identifying health and safety risks associated therewith, and enforce the necessary precautions to limit the hazard of such materials.
- d) Ensure that employees who work with nonradioactive hazardous materials are trained for such work, and that proper precautions are taken to avoid adverse exposure.
- e) Ensure that all hazardous materials have information available on each container in accordance with labeling requirements.
- f) Maintain a material safety data sheet file for nonradioactive hazardous materials that corresponds to the inventory.
- g) Provide hazard warnings regarding toxicity, flammability, and chemical reactivity either directly on the container or in a manner immediately retrievable by the user or emergency response personnel.
- h) Provide information on the date of receipt, job or project title, and responsible manager within the general area where the nonradioactive hazardous materials are located.
- i) Maintain an inventory of nonradioactive hazardous materials which will be available for inspection by the Site Administrator upon reasonable notice.
- j) Implement a hazardous materials incident contingency plan in compliance with 29 CFR 1910.120. Implementation shall include communication with local response agencies for assistance in emergency situations.
- k) Comply with all inventory and spill reporting requirements under 40 CFR 300, 355, and 370.

### **2.3 Shipping and Receiving**

- a) Inspect all received nonradioactive hazardous materials for condition and integrity of the packaging.
- a) Report any transportation or packaging violations to the Site Administrator.
- b) Affix appropriate labels and warnings to nonradioactive hazardous materials as they are received.

### **2.4 Storage**

NMIP tenants storing nonradioactive hazardous materials shall:

- a) Store nonradioactive hazardous materials per local, state, and federal requirement.
- b) Follow manufacturer's recommended "Shelf Life" where applicable for any material that ages to form chemically reactive products, e.g., peroxide-forming chemicals.
- c) Ensure that information concerning chemical types, nature of the hazard, and quantities present in each area is available for emergency response personnel.
- d) Maintain good chemical and laboratory housekeeping.
- e) Dispose of hazardous materials whose storage time exceeds the shelf life.

- f) Develop spill control plans where hazardous materials are stored.

### **3.0 DEFINITIONS**

**3.1 Nonradioactive Hazardous Materials** - substances having a hazardous characteristic, substances identified as hazardous in a list, or in some instances substances containing an element identified as hazardous but not radioactive, in one or more of the following regulations:

- 29 CFR 1910 and 1926
- 40 CFR 240 through 280
- 40 CFR 300 through 310
- 40 CFR 355 through 372
- 40 CFR 702 through 799
- 49 CFR 172

**3.2 Some of the properties or conditions that cause materials to be listed as "hazardous" are as follows:**

- a) Toxic - A substance which at a specified dose causes harmful effects to living tissue, organs, or systems when ingested, inhaled, contacted, or absorbed through the skin.
- b) Flammable - A material that will ignite easily and burn rapidly.
- c) Chemically Reactive - A substance susceptible to release of energy due to detonation, explosion, decomposition, or chemical change.
- d) Pyrophoric - A material that undergoes spontaneous ignition below 54.4 degrees C (130 F).
- e) Pathogenic - A substance producing or capable of producing disease.
- f) Corrosive - A material that burns, irritates, or destructively attacks organic tissues.
- g) Explosive - A compound that can detonate or deflagrate as a result of shock or heat.
- h) Mutagenic - A substance that increases the frequency of permanent change in genetic material.
- i) Carcinogenic - A substance that produces abnormal cell growth.
- j) Teratogenic - A substance that may cause developmental malformations, e.g., biological monstrosities.
- k) Asphyxiant - A gas that can displace air and deprive organisms of oxygen.

**3.3 Nonradioactive materials:** Substances that do not exceed the amounts described in 10 CFR 20.

## **4. GUIDELINES FOR HANDLING HAZARDOUS WASTE**

**4.1 Waste Handling Practices:**

- a) Label containers with red Hazardous Waste labels before adding any waste.
- b) Don't date the Hazardous Waste label - the date space on the label indicated the date the waste is removed from your lab for disposal.
- c) Remove a number label from the inventory booklet and affix it to the waste container.
- d) Keep a current record of the waste added to the container on the inventory with the same number as the container. Be accurate, specific, and

complete. Instead of "heavy metals in acid" put "PB 20 ppm, AS 50 ppm in .05M HN03". Be sure and put the PH of the final content in the space provided.

- e) When possible, refrain from mixing wastes. When it is not possible, only mix wastes that are compatible. Mixing wastes almost always increases the cost of disposal.
- f) Keep a lid on your waste. The only time a waste container should be open is while waste is being added.
- g) Keep outside of waste containers clean.
- h) A piece of tape will be placed over the lid of the waste container each time waste is inventoried. If more waste is added to the container after inventory has been performed, remove tape from across the lid and throw the tape away.
- i) DOT regulations prohibit the use of certain containers for waste.

#### **4.2 Handling Practices for Recyclable Oil:**

- a) Put a number sticker on the oil container.
- b) Do NOT put a hazardous waste label on the container, use a Recyclable Oil Label.
- c) Enter complete information in the waste inventory booklet. Be as complete as possible (e.g. recyclable silicon based oil from vacuum rough pump).
- d) Used/unused oils that are acceptable for recycle are:
  - i. Used or off-specification (unused) motor oils with viscosities up to and including 90 weight oil.
  - ii. Used or unused mineral oils.
  - iii. Used or unused hydraulic oils.
  - iv. Used or unused water soluble cutting oils; these oils must be handled separately.
  - v. Silicone-based synthetic oils.
  - vi. Used and unused fuel oils (No. 1, No. 2. and No. 3), as well as used and unused diesel fuel (No. 1 and No. 2) - Note: the oil must be thin enough to pump without preheating.
- e) These oils must not contain: (Samples may be required by the recycle facility prior to acceptance)
  - i. Greater than 1000 ppm of total halogens
  - ii. Greater than or equal to 50 ppm polychlorinated biphenyl (PCB's).
  - iii. Greater than 10% by volume, of basic sediments and water.
  - iv. Added hazardous waste, including but not limited to, paint thinners, gasoline, solvents, corrosives, and acids.
  - v. Phosphorus.
  - vi. Phosphate ester or phosphate diester synthetic oil.
  - vii. Radioactive material.

I have read and acknowledged the above Hazardous Material Policy.

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Owner(s)

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Owner(s)

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Date