



Elizabeth Comfort  
Finance Director, Interim

## Department of Finance

Public Services Building  
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

June 30, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

### Approval of Center St. Parking Lot Lease and Amendment with Nicholas Veroske and George Diamond for Parking Spaces with Clackamas County

<b>Purpose/Outcomes</b>	Approval of a parking lot base lease and amendment for ten (10) parking spaces in the 6 <sup>th</sup> and Center Parking Lot.
<b>Dollar Amount and Fiscal Impact</b>	Monthly rent of \$95.00 per parking space, 10 parking spaces for \$950.00, total annual cost of \$11,400.00 per year for FY2022-2023. Cost increases may occur with a thirty (30) day written notice to the County. Lease will continue until termination of lease by either party with a sixty (60) day written notification.
<b>Funding Source</b>	General funded
<b>Duration</b>	Lease term starting July 1, 2022 until termination by either party.
<b>Previous Board Action</b>	No previous actions concerning the DA parking spaces
<b>County Counsel Review</b>	ARN approved by signature on June 21, 2022
<b>Strategic Plan Alignment</b>	Supports ensuring safe, healthy, and secure communities
<b>Contact Person</b>	Jeff Jorgensen, Director, Facilities Management, 971.221.8033

#### **BACKGROUND:**

The Clackamas County District Attorney's (DA) Office occupied the Butler Building at 108 8<sup>th</sup> Street until December 1, 2021 when Clackamas County was forced to terminate the lease due to health and safety concerns caused by a lack of running water and sewer backups and flooding into office spaces. The building was totally vacated by February 1, 2022, which included thirteen (13) parking spaces for DA staff that was also terminated when the property owner was not willing to negotiate for the lease of any parking spaces.

DA staff relocated staff to several local parking lots in the area until the lease of ten (10) parking spaces was negotiated with the owners of the 6<sup>th</sup> and Center Parking Lot on the bluff in Oregon City. The DA's office has been paying monthly for the lease of these parking spaces until we can obtain Board approval for this lease.

#### **RECOMMENDATION:**

Staff recommends that the Board approves and authorizes the Chair of the Board to execute this lease.

Sincerely,

Ed Johnson

Ed Johnson (Jun 22, 2022 09:48 PDT)

Ed Johnson  
Deputy Director, Finance

**PARKING SPACE LEASE – “CENTER STREET LOT”**  
(6<sup>TH</sup> and Center Street)

This **Parking Space Lease** (the "Lease") entered into effective as of the 1st day of July, 2022, (the "Effective Date") by and between Nicholas Veroske and George Diamond ("Landlord") and Clackamas County, a political subdivision of the State of Oregon ("Tenant"). In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. **Lease of Parking Space(s):** Landlord agrees to rent to Tenant TEN (#10) unnumbered parking space(s) (the "Space") at the property located at County Tax Lot 700 at the intersection of 6<sup>th</sup> and Center Streets, Oregon City, Oregon, and identified on the Site Map below as "Parking Exhibit – 6<sup>th</sup> & Center" (the "Property"). Refinement per attached ADDENDUM.
2. **Term:** This Lease shall commence on the Effective Date and shall continue in effect month to month, being automatically renewed after each month, until terminated under the provisions of this Lease.
3. **Rent:** For use of the Space, Tenant shall pay Landlord the amount of **\$95.00 per month** per space, payable in advance on or before the first day of each month. The amount of rent may be changed from time to time by Landlord upon thirty (30) days prior written notice to Tenant. Rent is due on the 1<sup>st</sup> day of each month. Rent received after 5:00pm on the 5<sup>th</sup> day of the month shall be subject to a late fee of \$15.00 per space leased. Any check returned for Not Sufficient Funds (NSF) shall be subject to an NSF fee of \$35.00 plus any charges incurred from the bank as a result of the NSF. Refinement per attached ADDENDUM.

Send Rents Payable to:  
"Veroske/Diamond - Harding Bldg"  
c/o Community Property Management  
2105 NE Cesar E. Chavez Blvd. Suite 220  
Portland, Oregon 97212

4. **Parking Tags:** Tenant shall display the hanging parking tags supplied by Landlord at all times when parking in the Space. Failure to display a parking tag is cause for Landlord to assume trespass of a non-tenant and to order a towing company to remove the vehicle at Tenant's expense.
5. **Tenant's Use of the Space:** The Space shall be used only for the parking of compact or full-sized automobile or passenger van, SUV or standard pickup truck (crew cabs prohibited) during "normal" business hours. Tenant shall have the right to use the Space in common with other tenants who lease parking spaces from Landlord and shall use due courtesy to park compact vehicles in compact spaces. There shall be no overnight parking or parking of trailers or oversized trucks. No commercial activity of any kind whatsoever shall be conducted by Tenant in, from or around the Space. If the Space is to be used by employees, customers or invitees of Tenant, Tenant shall control the conduct and demeanor of its employees, customers and invitees using the Space and shall take all steps necessary to remove persons and vehicles whom Landlord may, for good and sufficient cause, deem objectionable or dangerous. Refinement per attached ADDENDUM.
6. **Sublease/Assignment:** Tenant shall have no right to sublease the Space or assign this Lease.
7. **Condition of Premises:** Tenant shall accept the Space in its present condition without any liability or obligation on the part of Landlord to make any alterations, improvements or repairs of any kind within or to the space.
8. **Indemnity:** Tenant agrees to release, indemnify hold harmless and defend Landlord, its agents, officers and employees from and against any and all liabilities, damages, business interruptions, delays, losses, claims or judgments of any kind whatsoever including all costs, attorneys fees, and expenses incidental thereto, which may be suffered by, or charged to, Landlord by reason of any loss of or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Tenant or its servants, employees or agents of any covenant or condition of this Lease, or by any act or failure to act of those persons. Refinement per attached ADDENDUM.

9. **DISCLAIMER OF LIABILITY:** ~~LANDLORD HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES LANDLORD FROM, ANY AND ALL LIABILITY WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT, ITS EMPLOYEES, AGENTS OR INVITEES DURING THE TERM OF THIS LEASE, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO ANY VEHICLE OR OTHER PROPERTY OF TENANT THAT MAY BE LOCATED IN THE SPACE.~~ Rewritten per attached ADDENDUM.

10. **Default:** This Lease shall be breached if: (a) Tenant shall default in the payment of any rental payment hereunder; (b) Tenant shall default in the performance of any other covenant herein, and such default shall continue for five (5) days after receipt by Tenant of notice thereof from Landlord; (c) Tenant shall cease to do business as a going concern; (d) a petition is filed by or against Tenant under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement); or (e) Tenant assigns his/her property for the benefit of creditors.

In the event of any breach of this Lease by Tenant, Landlord shall, at its option, and without further notice, have the right to terminate this Lease and to remove any vehicle or other property of Tenant in the Space, using such force as may be necessary without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Tenant expressly waives the service of any notice. If Landlord elects to terminate the Lease, Landlord may, at its option have a towing company remove any vehicle or other property from the Space and have it stored elsewhere at Tenant's expense, or pursue any other remedy available to Landlord under law or the terms of this Lease. Tenant shall, within three (3) days after demand by Landlord, reimburse any costs, which Landlord incurs in exercising Landlord's rights hereunder. Refinement per attached ADDENDUM.

Exercise by Landlord of either or both of the rights specified above shall not prejudice Landlord's right to pursue any other remedy available to Landlord in law or equity.

11. **Sixty (60) Day Termination:** Either party to this Lease shall have the right, with or without cause, to terminate this Lease by giving sixty (60) days' prior written notice to the other party.

12. **Rules and Regulations:** Landlord shall have the right from time to time to establish rules and regulations governing the orderly operation of the Property. Tenant and its employees, invitees and agents shall faithfully observe and comply with such rules and regulations. Landlord shall not be liable to tenant for violation of any rules and regulations by any other tenant or its employees, invitees or agents.

13. **Governing Law; Severability:** This Lease shall be construed in accordance with the laws of the State of Oregon. If any portion of this Lease is held by any court of competent jurisdiction to be illegal, invalid or unenforceable under present or future law, the remainder of this Lease shall not be affected thereby and shall remain in full force and effect.

14. **Relationship of Parties:** The relationship between Landlord and Tenant shall always and only be that of Landlord and Tenant. Tenant shall never at any time during the term of this Lease become the agent or partner of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant or its agents.

15. **Remedies Cumulative:** The rights and remedies with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive and shall be in addition to all other rights and remedies.

16. **Notices and Emergencies:** Any notice given by one party to the other in connection with this Lease shall be in writing and shall be sent by certified or registered mail, return receipt requested. Notices shall be deemed to have been received on the date of receipt as shown on the return receipt. Alternately, notices may be sent via email between the parties and shall be considered delivered upon acknowledgement of receipt by the addressee, such acknowledgement to be given in good faith and promptly upon receipt.

If to Landlord, addressed to:  
Commercial Property Management  
Attn: Craig Gilbert  
2105 NE Cesar E. Chavez Blvd. Suite 220  
Portland, Oregon 97212  
Tel: (503) 249-1706

If to Tenant, addressed to:  
Clackamas County District Attorney's Office  
Attn: Bill D. Golden  
807 Main St, Room 7  
Oregon City, Oregon 97045  
503-722-6110

Email: [cgilbert@windermere.com](mailto:cgilbert@windermere.com)

With a copy to:  
Nicolas Veroske  
3870 NW Banff Dr.  
Portland, OR 97229  
Tel: 503-617-7662; Cell 503-557-6903  
Email: [nick@willametter-equities.com](mailto:nick@willametter-equities.com)


With a copy to:  
Clackamas County Facilities Management  
Attn: Jeff Jorgensen, Facilities Director  
1710 Red Soils Ct.,  
Oregon City, Oregon 97045  
Office: 503-557-6414  
Email: [jeffjor@clackamas.us](mailto:jeffjor@clackamas.us)

- 17. Integration:** This Lease constitutes the entire Lease between the parties, and as of its effective date supersedes all prior independent Leases between the parties covering the Space. Any changes or modifications hereof must be in writing, signed by both parties.
- 18. Waiver:** The waiver by either party of any covenant or condition of this Lease shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.
- 19. Successors Bound:** This Lease shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

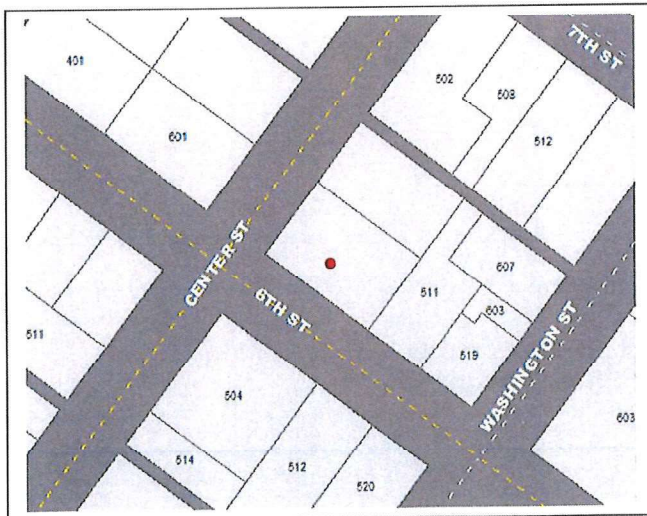
LANDLORD: Veroske-Diamond Harding Bldg

Clackamas County:

By:  Date 6/12/22  
Property Manager  
ON BEHALF & AUTHORIZED  
BY OWNERS.

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

"Parking Exhibit - 6th and Center"



**This Lease Addendum A ("Addendum A") is entered into by and between Clackamas County, a political subdivision of the State of Oregon ("Tenant") and Nicholas Veroske and George Diamond ("Landlord"). This Addendum shall be attached to, and incorporated into, the Parking Space Lease executed contemporaneously herewith. As used below, "Lease" means this Addendum and the Parking Space Lease. To the extent there is any conflict between the Addendum and the Parking Space Lease, the terms of this Addendum shall control.**

The purpose of this Addendum is to modify the Parking Space Lease, as identified below:

1. **Section 1, Lease of Parking Space(s).** The parties agree to the following addition:

The parties may, by mutual written agreement, add or subtract the number of Spaces rented under this Lease as available. The addition or subtraction of one or more Spaces shall be done by written amendment, on terms acceptable to both parties, detailing the number of Spaces added or subtracted and the corresponding change in monthly Rent. When Tenant requests the addition or subtraction of Spaces, it shall provide Landlord sixty days' written notice of the requested change.

2. **Section 3, Rent.** The parties agree to the following addition:

If the rent is changed by giving at least Sixty (60) day notice, Tenant may either (1) agree, in writing, to the changed rent or (2) terminate this Lease and vacate the Space following expiration of the Sixty (60) day notice.

3. **Section 5, Tenant's Use of the Space.** The parties agree to the following addition:

"Normal" business hours are defined as 7:00 a.m. through 6:00 p.m., Monday through Friday.

4. **Section 8, Indemnity.** The parties agree to the following addition:

Tenant's obligations under this Subsection 8 are subject to the limits of the Oregon Tort Claim Act and the Oregon Constitution.

5. **Section 9, Disclaimer of Liability.** The parties agree to delete Subsection 9, Disclaimer of Liability, in its entirety and replace it with the following:



TENANT ACKNOWLEDGES THE PROPERTY IS AN UNSECURED GROUND LOT, AND THAT LANDLORD DOES NOT PROVIDE REGULAR SECURITY PATROLS. LANDLORD HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES LANDLORD FROM, ANY AND ALL LIABILITY WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT, ITS EMPLOYEES, AGENTS OR INVITEES DURING THE TERM OF THIS LEASE, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO ANY VEHICLE OR OTHER PROPERTY OF TENANT THAT MAY BE LOCATED IN THE SPACE, CAUSED (NEGLIGENTLY OR INTENTIONALLY) BY TENANT, ITS EMPLOYEES, AGENTS, INVITEES, OR THIRD PARTIES. THIS DISCLAIMER SHALL NOT APPLY IN THE EVENT LANDLORD IS SOLELY NEGLIGENT.

Furthermore, Tenant acknowledges that the cedar tree on the southern boundary of the parking lot is a City-mandated mature tree that "sheds" from time-to-time. Should tenant observe any aspect of the tree that looks questionable, Tenant shall contact the Landlord at its earliest convenience.

6. **Section 10, Default.** The parties agree to the following addition:

In the event of an alleged breach of the Lease, Landlord shall provide Tenant thirty (30) days' written notice with an opportunity to cure before declaring the Lease in default.

By their signatures below, the parties to this Addendum agree to the terms, conditions, and content expressed herein.

<p><b>Tenant: CLACKAMAS COUNTY</b></p> <p>_____</p> <p>Tootie Smith, Chair</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Date</p>	<p><b>Landlord: Veroske-Diamond Harding Bldg, by</b> Craig Gilbert, Community Property Management</p> <p></p> <p>_____</p> <p>Authorized Signature</p> <p><u>Craig Gilbert</u></p> <p>_____</p> <p>Printed Name</p> <p><u>6/17/22</u></p> <p>_____</p> <p>Date</p>
<p>Approved as to form:</p> <p></p> <p>_____</p> <p>Office of County Counsel</p> <p><u>06/21/2022</u></p> <p>_____</p> <p>Date</p>	<p><i>PROPERTY MANAGER ON BEHALF &amp; AUTHORIZATION BY OWNER</i></p>

**Center St. Parking Lot - Patrolled Enforcement Acknowledgement**  
Appended to and made a part of that "Parking Space Lease"

In order to help protect your parking rights, the "Center St. Lot" (located at the corner of 6<sup>th</sup> & Center Streets, Oregon City) is randomly patrolled by a professional, licensed towing company. The company is required by contract to remove any vehicles that do not show a properly displayed and visible mirror hanger Parking Permit provided by the Landlord. We hope to avoid any "accidental" towing of a tenant's vehicle.

Here are the details:

- The towing company is under contract for "Patrolled Enforcement" meaning that they have not only a legal right but a contractual obligation to tow any vehicle parked without displaying the proper parking permit mirror tag. That means the permit must be hanging from your mirror interior rear-view mirror.
- This is my understanding of State towing law: Once the driver has connected to a car, he has legal authority to remove the vehicle. At this point, you might be sensitive to the fact that he has taken his time, engaged his equipment, has undertaken some liability of his own and is now operating under State law. If the actual towing is interrupted, like by the vehicle owner running, screaming and waiving arms, it is his prerogative to either tow the vehicle or to release the vehicle subject to a "Drop Fee".
- Towing Fee: \$480.00 (Subject to change without notice.)
- Drop Fee: \$125.00 (Subject to change without notice. I understand this is cash, paid on the spot. The towing driver does not take plastic.)

If you suddenly remember that you forgot to hang the parking permit, you should return to your car IMMEDIATELY to display the tag. Also, if you change vehicles and forget your permit, you should park in the street that day. If you do encounter the towing driver, please consider that he is protecting your right as a tenant, you have responsibility and he operates in an often-hostile environment, thus is used to angry people. Things might go better for you to stay as calm and polite as possible. If he is connected to your vehicle, you will be subject to, at minimum, the \$125 paid-in-cash Drop Fee. In that case, be happy that you don't have to pay for full towing, plus go retrieve your car.

**Tenant's Acknowledgement of Receipt of this Notice:**

By: \_\_\_\_\_

Printed name of Signer: \_\_\_\_\_

Date signed: \_\_\_\_\_

**Towing Company Contact and Parking Lot Reference:**

**River City Recovery**

Parking Lot reference name: "Center Street Lot Oregon City – Code 8771"

Address: "Corner of Center Street and 6<sup>th</sup> Street, Oregon City"

Authorization Code: 8771

Dispatch: (503) 922-0004