



VICTOR STAFF REPORT

Decision Item Agenda Documentation

PREPARATION DATE: March 8, 2019

MEETING DATE: March 13, 2019

SUBMITTING DEPARTMENT: Administration

DEPARTMENT DIRECTOR: Olivia Goodale

PRESENTER: Olivia Goodale, City Administrator

SUBJECT: City Hall Facility and Lease

Re: Applicable Victor Values:

- | | | |
|--|--|---|
| <input type="checkbox"/> Culturally Historic | <input type="checkbox"/> Sustainable | <input type="checkbox"/> Connected to Nature |
| <input type="checkbox"/> Small Town Feel | <input type="checkbox"/> Family Friendly | <input checked="" type="checkbox"/> Administrative Need |
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STATEMENT/PURPOSE

The purpose of this item is for Council to consider relocating City Hall administrative offices (Planning, Clerk, Treasurer, Administrator, Front Desk/Utilities, and Public Works Director/Engineer) to a second location due to safety concerns associated with the current City Hall building.

This staff report will be updated as more information becomes available.

March 12, 2019 Update: Attached please find the draft proposed lease for Unit 101 at 10 South Main. Please note that at the time of this update, the City Attorney is still coordinating some of the specific legal language with the owner.

BACKGROUND/ALTERNATIVES

The City Administrator recently became concerned with safety issues related to the City Hall building. So much so, that she reached out to the Building Inspector and Fire Marshall to request that City Hall be inspected. Both the Fire Marshall and Building Inspector promptly responded and inspected City Hall the following morning. The inspection reports are attached.

The inspection reports brought to light multiple safety concerns including larger issues relating to fire walls separating shop areas from office and public areas, permanent wiring, the ceiling, ventilation, means of egress, and ADA accessibility. The reports further recommend an engineering analysis of the building's structural steel frame, which has been scheduled for Friday, March 8, 2019. Since receipt of the reports, initial safety precautions are being made including relocation of office staff to different areas within City Hall. Public Works staff may continue to operate from the current City Hall because their jobs relate to shop work.

Staff recommends that administrative/public offices be relocated to another facility due to the above-mentioned safety considerations. Additionally, the safety considerations are not easily repairable, nor could they be completed in a timely manner. Should renovating the current City Hall be the best long-term solution, administrative/public offices would regardless need to relocate.

Next steps. Should Council direct that administrative offices/public areas relocate due to safety concerns the following are next steps:

- Identify new location, enter into a lease, prep rented space for use.
 - There are currently two potential spaces available for lease, Unit 101 at 10 South Main or 252 South Main. Staff recommends the Unit 101 at 10 South Main location because it is larger, more centrally located, has ample access to parking, is connected to the sidewalk system, Council/Planning Commission meetings *may* be able to be held there, and it has access to high speed internet.
 - Because the second meeting in March is cancelled, staff has been working with the property manager and owner to discuss terms of a potential lease for Unit 101, 10 South Main. At the time of writing this staff report, it appears that a lease will be ready to present to Council for consideration during the March 13 meeting. As soon as it is available, it will be attached to this staff report.
- Move locations. City operations will likely need to close for a short period of time and staff will aim to minimize the closure as best as possible.
- Public education campaign of new location.
- Continue to address immediately needed and easily repairable safety issues at City Hall for Public Works crews.
- Begin to identify a long-term solution for a safe and functional City Hall, as a separate item from the March 13, 2019 consideration.

There are several options to proceed:

1. Move forward with renting a space for admin/public offices or directing staff to continue to work out of the current City Hall.
2. Continue the item.
3. Other

ATTACHMENTS

Fire and Building Inspections

FISCAL IMPACT

Fiscal impact of relocating City Hall is estimated at \$25,000 to \$30,000 for the remainder of the fiscal year including first year rent, utilities, IT wiring, and desks for staff currently using built in counters. Funds would come from general (33%), water(33%) and sewer(33%) reserves in the current Fiscal Year and would be budgeted as part of the annual budget going forward.

STAFF IMPACT

Staff impact is significant and relates to working in a functional, safe and professional work environment, and as described above.

LEGAL REVIEW

Pending

RECOMMENDATION

Staff recommends that administrative/public offices relocate due to the safety concerns outlined in the fire and building reports.

SUGGESTED MOTION

I move to direct staff to relocate City administrative/public offices to an alternative location due to safety concerns outlined in the fire and building inspection reports attached to the staff report and further approve the associated lease for Unit 101, 10 South Main Street, subject to approval and any minor changes made by the City Attorney.

[Roll Call Vote]

COMMERCIAL LEASE AGREEMENT
(Victor Crossroads/City of Victor, Idaho)

This Agreement is made and entered into this 1st day of April, 2019, by and between Victor Crossroads LLC, an Idaho limited liability company, hereinafter referred to as the "Landlord," and the City of Victor, Idaho hereinafter referred to as "Tenant."

WITNESSETH that for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, Landlord does hereby lease to Tenant that real property legally described as the full upstairs and full downstairs of Suite 1 (a/k/a Unit 101) of the Victor Crossroads Professional Center, (see Exhibit "A") of 10 S Main Street, Victor, Idaho (the "Leased Premises").

This is a "modified gross" lease, as set forth below.

1. TERM. The initial term of the Lease shall be for a term of One (1) year, commencing on the 1st day of April, 2019 and terminating on the 31st of March, 2020, unless sooner terminated or extended under the provisions of the Lease. Tenant may also renew the Lease Term for One (1) additional year upon written notification to Landlord prior to the 31st of March, 2020. Thereafter, the lease shall automatically renew for successive 3 month terms upon the same terms and conditions as provided herein. Provided, however, that either Landlord or Tenant may terminate these automatic renewals upon written notification made at least three months in advance of such termination.

2. RENT. Tenant covenants and agrees to pay to the Landlord monthly rent commencing on the 1st day of April, 2019 in the amount of Two Thousand Dollars (\$2,000.00) per month. If the Lease is renewed for One (1) additional year or for successive 3 month terms as provided in Section 1 above, the Rent shall be increased on April 1st, 2020 to Two Thousand One Hundred Dollars (\$2,100.00) per month. Rent shall further increase to Two Thousand Two Hundred Dollars (\$2,200.00) on April 1st, 2021. All rental payments shall be payable to Landlord at P.O. Box 14270, Jackson, WY 83002, or at such other place as the Landlord may designate in writing.

If Tenant pays the entire lease amount for the first year on or before April 1st, 2019, tenant shall receive the first month free as a concession.

Landlord shall install carpet in the upstairs of the unit.

Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or

other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, legal fees and late charges which may be imposed on Landlord by the terms of any documents relating to loans to the Landlord, or other commitments to which the Landlord is subject. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by the Landlord or its designee within Five (5) days after such amount shall be due, Tenant shall pay to Landlord a late charge equal to Five Percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payments by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

3. SECURITY DEPOSIT. Tenant shall be required to pay a security deposit in the amount of Two Thousand Dollars (\$2,000.00) to Landlord, in advance. Said security deposit will be credited to the last month's rent of the rental term. Notwithstanding, Tenant shall be liable to Landlord for any damages to the Leased Premises other than ordinary wear and tear.

4. ACCESS; QUIET ENJOYMENT. Tenant may, at any time during the term of this Lease or any renewal thereof, determine and change the hours during which it shall keep the Leased Premises open for business. Tenant's servants, employees, agents, and business invitees shall at all times during which the Tenant is open for business have the free and uninterrupted right of access to the Leased Premises by means of all doorways, passageways, stairways and entrances to the building which afford access to the Leased Premises. Tenant shall have, and the Landlord agrees that the Tenant shall have, at all times during the term or any extended term hereof, the right to quietly and peacefully use and enjoy the Leased Premises, free from any annoyance, hindrance or other interference of any kind of the Landlord or any agent of the Landlord, or by any other tenant or any other person, except as hereinafter provided.

5. USE OF PREMISES. The Leased Premises are leased to Tenant solely for the purpose of offices and related uses. Tenant shall not use or permit the Leased Premises or any part thereof to be used for any purpose or purposes other than the purpose set forth herein. No use shall be made or permitted to be made of the Leased Premises or acts done which will increase the existing rate of insurance on the Building or the Building Area or cause the cancellation of any insurance policy covering the Building or the Building Area or any part thereof, nor shall Tenant sell or permit to be kept, used or sold in or about the Leased Premises any article which may be prohibited

by the standard form of fire insurance policies. Tenant shall not use the Leased Premises or permit the same to be used in whole or in part for any purpose or use that is deemed to be in violation of any of the laws, ordinances, regulations or rules of any public authority or organization at any time.

6. COMMON AREA AND FACILITIES. During the term of this Lease, Tenant shall have the right of nonexclusive use, in common with others, of the driveways, footways and parking area and other common areas, provided that such use shall be subject to such reasonable rules and regulations as Landlord may from time to time prescribe governing the same; and provided that Landlord shall at all times have full and exclusive control, management and direction thereof. Landlord shall further have the right to police the same, to assign specific parking area for tenants and for visitors; to close temporarily all or any portion of the parking areas as may be required for proper maintenance and or repair; and, to do and perform such other reasonable acts in and to such areas as, in the use of its business judgment, the Landlord shall determine to be advisable in order to improve the overall operation and/or make more convenient the use thereof by Tenants of the Building. Landlord will, at its expense operate and maintain the common areas and facilities in a manner deemed by Landlord, in its sole discretion, to be reasonable and appropriate and for the best interests of the tenants in the operation of the building.

7. JANITORIAL SERVICES AND TRASH REMOVAL. Tenant shall provide, at its own expense, such janitorial services as are necessary to maintain the Leased Premises in a sanitary, good and safe condition. It is understood and agreed by the Tenant that the Landlord shall not employ a janitor or furnish janitorial services to either the Building or the Leased Premises. However, Landlord shall provide cleaning and maintenance services for the common areas of the Building. Trash removal services shall be provided by the Landlord and the cost of providing such services shall be borne by the Landlord. Trash removal services to be provided by the Landlord shall be limited to the providing of a trash dumpster at a location upon or near the Building Area as determined by the Landlord and the removal of trash contained within the dumpster on a periodic basis.

8. RULES AND REGULATIONS. Tenant agrees to be bound by the Rules and Regulations as adopted, promulgated and amended by Landlord pertaining to and for the purpose of maintaining and operating the Building and the Building Area in a clean and orderly manner, preserving the safety and good order thereof, and furthering the convenience and welfare of all of the tenants in the Building Area. A copy of these Rules and Regulations is attached hereto as Exhibit "B," and said Rules and Regulations may be reasonably amended from time to time by Landlord. Said Rules and

Regulations and any reasonable amendments, changes or additions thereto which Landlord may hereafter make are hereby incorporated in this Lease and shall be binding upon Tenant as if fully set forth herein.

9. SIGNS. Tenant shall, at its sole cost and expense, affix a sign containing Tenant's name, business practice and suite location upon or near the exterior entrance door to the Leased Premises or other location designated by Landlord in accordance with the Sign Policy of the Landlord. Said Sign Policy and any reasonable amendments, changes or additions thereto which Landlord may hereafter make are hereby incorporated in this Lease and shall be binding upon Tenant as if fully set forth herein, provided that said policy shall in no way be in conflict with any of the terms and conditions of this Lease.

Other than as provided in Landlord's Sign Policy, Tenant will not place or suffer to be placed or maintained on the exterior of the Leased Premises any other sign, advertising matter, or any other thing of any kind whatsoever. Tenant further agrees to maintain its entrance door or entry sign and any other signs as may be approved by Landlord and provided for in Landlord's Sign Policy, in good condition and repair at all times.

10. ESTOPPEL CERTIFICATES. Tenant agrees at any time hereafter upon not less than Five (5) days prior notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications). Such certificate shall state the dates to which the rent and other charges have been paid in advance, if any, and whether or not to the best knowledge of the signer of such certificate Landlord is in default in performance of any covenant, agreement or condition contained in this Lease Agreement; and if applicable, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered hereunder may be relied upon by third parties not a party to this Lease.

11. SURRENDER. Upon the termination of this Lease, the Tenant shall quit and surrender the Leased Premises in as good condition and repair as it is at the date of the commencement of this Lease, reasonable wear and tear excepted, together with all alterations, interior decorations, additions and improvements that may have been made in, to, or upon the premises, including, but not limited to carpeting, wall paneling, ceiling tiles, and light fixtures, and excepting movable furniture and trade fixtures. Tenant shall repair any damage caused by the removal of any trade fixtures. All property and improvements of the Tenant not removed at the termination of this

Lease shall be deemed abandoned by the Tenant.

12. ALTERATIONS AND IMPROVEMENTS. No alteration, addition, or improvement to the Leased Premises shall be made by the Tenant without the prior written consent of the Landlord whose consent shall not be unreasonably withheld. Any alteration, addition, or improvement made by the Tenant after such consent shall have been given, and any fixtures, excepting trade fixtures, installed as part thereof, shall at the Landlord's option become the property of the Landlord upon the termination of this Lease; provided.

All alterations of or additions to the Leased Premises, except fixtures and equipment, shall take place under the supervision of the Landlord. Tenant shall keep the Leased Premises and the improvements thereon free and clear of all liens arising out of or claimed by reason of any work performed, materials furnished, or obligations incurred by or at the request of Tenant, and indemnify and save the Landlord and the Leased Premises and the building harmless of all such liens or claims of lien and all attorney's fees and other costs and expenses incurred by reason thereof.

The Landlord shall have the right at any time to alter, repair, or improve the Leased Premises and the building, and the Landlord and its representatives for that purpose may enter on and about the Leased Premises and the building with such materials as the Landlord may deem necessary, and may erect scaffolding and all other necessary structures on or about the Leased Premises and the building. The Tenant waives any claim for damages, including loss of business resulting therefrom. In the exercise of its rights under this paragraph, the Landlord shall not unreasonably interfere with the conduct of Tenant's business and shall use its best faith efforts to ensure that any repair, alteration or improvement of the Leased Premises take place at times which will have the least impact on the conduct of Tenant's business and will not otherwise violate Tenant's use and enjoyment of the Leased Premises.

13. ACCEPTANCE OF PREMISES. Tenant acknowledges that no representations, except as are contained herein, have been made to the Tenant respecting any condition of the premises. The Tenant's acceptance of occupancy of the same constitutes Tenant's acknowledgment that there is in or about the said Leased Premises nothing dangerous to life, limb or health, and that the same is free from defects and in good, clean and sanitary order, condition and repair, and Tenant hereby waives any claim for damages that may arise from any latent defects in the Leased Premises after occupancy or after the commencement date of this Lease. The Landlord represents that it is not aware of any inherently dangerous defect or defects in the Leased Premises.

14. REPAIR AND MAINTENANCE. During the term of this Lease and any extension thereof, Tenant shall be solely responsible for all repairs and maintenance to the Leased Premise including but not limited to the interior space, as well as plumbing and electrical fixtures. The Tenant shall, during the term of this Lease and any renewal or extension thereof, at its sole expense, keep the Leased Premises in at least as good order and repair as they are at the time of the commencement of this Lease, reasonable wear and tear and damage by accidental fire or other casualty excepted. The Tenant shall maintain all portions of the Leased Premises and adjoining areas, including walkways and steps, in a clean and orderly condition, free of dirt, rubbish and obstructions, snow and ice, and otherwise in a high condition of repair and safety.

Tenant shall repair, at its own expense, all damage or destruction of any plate or window glass in the Leased Premises, and shall maintain adequate plate glass insurance at its own expense for the benefit of Landlord. If Tenant fails to repair the damage of any plate glass or window glass in the Leased Premises or fails or refuses to maintain adequate plate glass insurance for the benefit of Landlord, then Landlord may repair said damage or destruction or may insure the plate glass and charge the cost of such repairing or the cost of premium for the plate glass insurance to Tenant, and the amount thereof shall be deemed to be, and be paid as, additional rent by Tenant.

Landlord shall be responsible for all necessary repairs and replacements to the major systems servicing the Leased Premises, including but not limited to mechanical, electric, and plumbing. In addition, the Landlord shall be responsible for all necessary repairs and replacements to the structural components and the roof at the Leased Premises.

15. UTILITIES. The Tenant shall pay all monthly charges and arrange the installation and construction of all necessary electrical, gas, telephone, cable television, internet, and water, sewer or public utility services that may be required for the use intended by this Agreement.

16. RIGHT OF ENTRY. The Landlord or its agents shall have the right to enter the Leased Premises at all reasonable times upon reasonable notice in order to examine the Leased Premises, to show it to prospective purchasers or lessees, or to make such repairs, alterations, improvements, or additions as the Landlord may deem necessary or desirable and at any time for the enforcement of this Lease and for the protection of any of the Landlord's property; provided however, that Landlord shall use its best faith efforts to ensure that any repair, alteration or improvement of the Leased Premises, or inspections of the Leased Premises take place at times which will have the

least impact on the conduct of Tenant's business and will not otherwise violate Tenant's use and enjoyment of the Leased Premises. If, during the last month of the term, the Tenant shall have removed all or substantially all of the Tenant's property from the Leased Premises, the Landlord may immediately enter and alter, renovate, and redecorate the Leased Premises without elimination or abatement of rent and without liability to the Tenant for any compensation, and such acts shall have no effect upon this Lease. If the Tenant shall not be personally present to open and permit an entry into the Leased Premises at any time when for any reason an entry therein shall be necessary or permissible, Landlord or its agents may enter the Leased Premises by a master key, or may forcibly enter the Leased Premises in the event of an emergency requiring immediate entry, without rendering the Landlord or such agents liable therefor.

17. TAXES AND ASSESSMENTS. Landlord shall pay all of the real property taxes and Tenant shall pay all of the personal property taxes levied on Tenant's personal property, trade fixtures and other property placed by the Tenant in, on, or about the Leased Premises.

18. INSURANCE. Tenant shall pay its pro rata share of the premium for the all risk insurance covering the Leased Premises, and shall provide and keep in force for the benefit of the Landlord general accident, public liability and property damage insurance policies protecting Landlord against any and all liability occasioned by accident, property damage or disaster, in a sum not less than One Million Dollars (\$1,000,000.00) combined single limit coverage for bodily injury and property damage. The Tenant shall deposit with the Landlord certificates of all such insurance policies obtained at or prior to the commencement of the term of this Lease, and copies of all insurance policies obtained at any time thereafter during the term of this Lease. All such policies, including said policies referred to immediately above, shall provide that the same may not lapse or be canceled without at least Ten (10) days' prior written notice to the Landlord, and all shall contain a waiver of subrogation clause or name Landlord as an additional insured.

Tenant agrees that, in addition to the requirement of any insurance carrier pursuant to the foregoing insurance policies, Tenant shall, immediately, cause a full and complete report to be made of any and all injuries or accidents upon the Leased Premises upon forms submitted to Tenant by Landlord for that purpose and shall, further, notify Landlord, immediately, of any such injury or accident.

19. COVENANTS OF THE TENANT.

a. The Tenant covenants that it **shall not do** any of the following

without the prior consent, in writing, of the Landlord:

i. Fail to observe a standard of reasonable care with regard to the repair, operation and maintenance of the Leased Premises, including adjacent property, stairs, parking lots, etc., so as to create or fail to abate any situation which poses a risk of injury to any person reasonably expected to come upon the same, or do or suffer to be done anything objectionable to the fire insurance companies of Landlord whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Leased Premises or any part thereof, or on the building of which the Leased Premises is a part, shall become void or suspended, or be rated as a more hazardous risk than at the date when the Tenant receives possession hereunder. In case of a breach of this covenant, in addition to all other remedies of the Landlord hereunder, the Tenant shall pay to the Landlord, as additional rent, any increase of premiums on insurance carried by the Landlord on the Leased Premises, or any part thereof, or on the building of which the Leased Premises is a part, caused in any way by the occupancy of the Tenant or by his operation of a business within the Leased Premises, or by his employees.

ii. Commit or suffer to be committed by any person any waste upon the Leased Premises.

b. The Tenant agrees that it **will do** the following:

i. Keep the premises sufficiently heated to prevent freezing of water pipes and fixtures, provided that adequate heating controls are available to the Tenant on the Leased Premises to regulate the heat;

ii. Do all things reasonably possible to prevent the filing of any mechanics, judgment or other lien against the Leased Premises or any part thereof, or to the leasehold interest of the Tenant, by reason of work, labor, services or materials supplied or claimed to have been supplied to the Tenant, or to anyone holding the Leased Premises or any part thereof through or under the Tenant. If any such lien shall at any time be filed against the Tenant's interest in the Leased Premises or this Lease, the Tenant shall either cause the same to be discharged of record within Forty Five (45) days of the date of the filing of the same, or if Tenant, in his discretion and in good faith, determines that such lien should be contested, the Tenant shall furnish such security as shall be necessary or

required to prevent any foreclosure against the Tenant's interest in the Leased Premises during the pendency of such contest. If the Tenant shall fail to discharge such lien within such period, or fail to furnish such security, then, in addition to any other right or remedy of the Landlord resulting from such default, the Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by getting security or in such other manner as is or may become prescribed by law. Nothing contained herein shall imply any consent or agreement on the part of the Landlord to subject the Landlord's estate to liability under any mechanics or other lien law.

20. DAMAGE TO PREMISES. If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other calamity, without the fault or neglect of the Tenant, or the Tenant's servants, employees, agents, visitors, licensees, or subtenants, and the Leased Premises is not thereby rendered untenable *in whole or in part*, the Landlord shall promptly, at its own expense, cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the Leased Premises shall be rendered untenable *only in part*, the Landlord shall promptly cause the damage to be repaired, and the rent, meanwhile, shall be abated proportionately to the portion of the premises rendered untenable. If, by reason of such occurrence, the Leased Premises shall be rendered *wholly untenable*, the rent, meanwhile, shall be abated in whole; provided, however, that there shall be no extension of the term of this Lease by reason of such abatement. Notwithstanding the provisions of the immediately preceding sentence, if the Leased Premises shall be rendered wholly untenable by reason of such occurrence and the property cannot be repaired within Three (3) months from the date of such damage, Tenant shall, at its option, have the right to declare the balance of this Lease null and void. If the Tenant does not exercise its option to cancel this Lease, the Landlord shall promptly, at its own expense, cause such damage to be repaired, and rent shall be abated during the period of such repairs.

If any such damage occurring to the Leased Premises, whether it is partial or complete, shall occur as a result of the fault or neglect of the Tenant, Tenant's servants, employees, agents, business invitees, licensees, or subtenants, there shall be no apportionment or abatement of rent during the term of this Lease, however, Landlord will cause the repairs to made.

21. INDEMNIFICATION. Tenant shall indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses (including attorney's fees related thereto) in connection with the loss of life, personal

injury, or damage to property occurring in, on or about, or arising out of or from the Tenant's occupancy or use of the Leased Premises or occasioned wholly or in part by any act or omission of the Tenant, its agents, licensees, invitees, contractors, customers, employees, or subtenants, so long as the same were not proximately caused by the negligence or willful conduct of the Landlord or its agents, employees, or servants.

22. TENANT'S PROPERTY.

a. Tenant shall be responsible for any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by the Tenant.

b. Landlord shall not be liable for any damage or loss to property of the Tenant or of others located on the Leased Premises by theft or otherwise. The Landlord shall not be liable for any damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property, or the public, or caused by operations in construction of any private or public work. The Landlord shall not be liable for any latent defect in the Leased Premises or in the building of which it forms a part. All property of the Tenant or its subtenants kept or stored on the Leased Premises shall be so kept or stored at the risk of the Tenant and its subtenants only, and the Tenant shall hold the Landlord harmless from any claims arising out of damage to the same, including subrogation claims by the Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of the Landlord.

23. TRADE FIXTURES. All trade fixtures installed by the Tenant in the Leased Premises shall remain the property of the Tenant and shall be removable at any time by it on or before vacating the Leased Premises. Any damage caused to the Leased Premises as a result of such removal by the Tenant shall be repaired by Tenant at its own expense. Any such trade fixtures not removed at or prior to such termination shall become the sole property of Landlord. Lighting fixtures, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination of this Lease, or at the expiration of any renewal or extension thereof, and shall become the sole property of Landlord.

24. NON-ASSIGNMENT. Tenant shall not assign, mortgage, hypothecate, or otherwise encumber this Lease or any interest therein, nor sublet or permit the Leased Premises or any part thereof to be used by any other person, firm, corporation, or other entity other than the Tenant without the written consent of the Landlord in each instance, which consent will not be unreasonably withheld. Tenant may assign this

Lease to an Idaho corporation or limited liability company wholly owned by Tenant and such will not require Landlord's consent.

If this lease is assigned, or if the Leased Premises or any part thereof is sublet, or occupied by anybody other than the Tenant, the Landlord may, after default by the Tenant, collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the rent herein reserved. No such assignment, subletting, occupancy, or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant, or occupant as tenant, or a release of the Tenant from the further performance by the Tenant of the covenants of this Lease, and upon any such assignment, subletting, etc., Landlord may elect to consider this Lease void and terminated, unless expressly provided for to the contrary in Landlord's acceptance of said assignment. The consent by the Landlord to an assignment or subletting shall not be construed to release the Tenant from obtaining the consent in writing of the Lessor to any further assignment or subletting.

25. DEFAULT. If the Tenant shall fail to pay any part of the rent herein provided or any other sum required by this Lease to be paid to the Landlord at the times or in the manner provided under this Lease or otherwise, or otherwise fails to comply with the terms and conditions of this Lease, or if a petition in bankruptcy or for an arrangement be filed by or against Tenant, or if they be adjudicated bankrupt or insolvent or if a receiver is appointed, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, besides other rights or remedies it may have, if such failure to pay rent or such other sum or such default shall continue for Thirty (30) days after written notice thereof from Landlord to Tenant, or in the event that it shall be necessary for Landlord to give Tenant Three (3) notices of default within any lease year, then Landlord may either terminate this Lease or re-enter the premises by summary proceedings or otherwise, remove all persons and property from the premises without liability to any person for damages sustained by reason of such removal, and re-let the premises at such rental and upon such other terms and conditions as are commercially reasonable in Teton County, Idaho, at the time the new lease is entered into. In such event, Tenant shall remain liable for the monthly rent reserved in this lease, plus the reasonable costs of obtaining possession of and re-letting the premises and of any repairs and alterations necessary to prepare them for re-letting, less the rents received from such re-letting, if any. Any and all monthly deficiencies so payable by Tenant shall be paid monthly on the date herein provided for the payment of rent. No such re-entry or taking possession of the premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, the

Landlord may at any time thereafter elect to terminate this Lease for such previous breach, unless such previous breach was promptly cured by Tenant. Should the Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from the Tenant all damages it may incur by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. All remedies herein conferred upon the Landlord shall be cumulative and no one exclusive of any other remedy conferred herein or by law. If the Tenant is in default, the Landlord may prevent removal of property from the premises by any lawful means it deems necessary to protect its interest.

26. ATTORNEY'S FEES. If any person not a party to this Lease shall institute an action against Tenant in which the Landlord, involuntarily and without cause, shall be made a party defendant, the Tenant shall indemnify and save the Landlord harmless from all liabilities by reason thereof, including reasonable attorney's fees and all costs incurred by the Landlord in such action. If an action shall be brought to recover any rental under this Lease, or on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery or possession of the premises, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's cost, a reasonable attorney's fee, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

27. HOLDING OVER. Should the Tenant hold possession hereunder after the expiration of the Lease term hereby created with the consent of the Landlord, the Tenant shall become a Tenant on a month-to-month basis upon all the terms, covenants and conditions herein specified.

28. NOTICES. Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be deemed effective and validly given if delivered in person and evidenced by a copy receipted by the addressee or sent by United States certified or registered mail, return receipt requested, adequate postage prepaid and shall be addressed as follows:

(a) If to Landlord:

Victor Crossroads, LLC

P. O. Box 14270

Jackson, WY 83002

*Commercial Lease Agreement
(Victor Crossroads/City of Victor)*

bpryan@gmail.com

Cell: (917) 301-0547

With copies to:

Z K Smith Associates LLC
7950 Mountain Shadows Way
Victor, ID 83455
zacharyksmith@gmail.com
Cell: (307) 690-3674

(b) If to Tenant:

City of Victor
P.O. Box 122
Victor, ID 83455
Email: oliviag@victorcityidaho.com
Office: (208) 787-2940

With copies to:

Herb Heimerl, City Attorney
P.O. Box 499
Victor, ID 83455
Email: herb@tetonlawfirm.com
Office: (208) 787-0337

(c) Additional information required from Tenant:

Contact Person: _____
Main Office Telephone No.: _____
Fax No.: _____
E-Mail Address: _____
Emergency Contact Person: _____
Emergency Contact Number: _____

Either party may designate a change of address by written notice to the other party, and thereafter all notices to such parties shall be sent by registered or certified mail to such substitute address.

29. WAIVER. The waiver by the Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such

term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rental hereunder by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of the Landlord's knowledge of such preceding breach at the time of acceptance of such rental. None of the terms, covenants or conditions of this Lease can be waived by either the Landlord or the Tenant except by appropriate written agreement duly executed by both of the parties hereto.

In addition to the foregoing, Tenant specifically agrees that, notwithstanding the fact that Landlord (or Landlord's contractor, employees or agents) may gratuitously make, or cause to be made, necessary repairs, maintenance, or snow and ice removal, whether on an intermittent basis, such actions shall not constitute a waiver or release of Tenant's duties hereunder to perform the same promptly as the same may be necessary, nor do such actions constitute an acceptance by Landlord of the duty to do the same.

30. CONSTRUCTION OF LEASE. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair market meaning and not strictly for nor against either Landlord or Tenant. Paragraph headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way defining, limiting, or amplifying the provisions hereof. The words "Landlord" and "Tenant," as herein used, shall include the plural as well as the singular, and the neuter gender includes the masculine and feminine. In the event there is more than one Tenant, the obligations to be performed shall be joint and several. Landlord and Tenant agree that in the event any term, covenant, or condition herein contained herein is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, or condition shall in no way affect any other term, covenant, or condition herein contained.

31. BINDING EFFECT. All the terms, covenants, and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

32. FORCE MAJEURE. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent

to the period of such delay.

33. POSSESSION. It is understood and agreed by and between the parties that Tenant shall be entitled to enter the premises from and after the date of the execution of this Lease.

34. EXCULPATION CLAUSE. In addition to any other provisions hereof regarding the exoneration or indemnification of Landlord, Landlord shall have absolutely no personal liability with respect to any provision of this Lease, or in the obligation or liability arising there from or in connection therewith, other than as a result of Landlord's failure to perform under this Agreement. Tenant shall look solely to the insurance coverage or the equity of the Landlord or the then owner of the Leased Premises for the satisfaction of any remedies of Tenant in the event of any claimed breach by the Landlord of any of its obligations.

35. REPRESENTATIONS. It is mutually agreed that no representations, warranties, covenants or agreements, expressed or implied, have been made, other than as expressly set forth herein.

36. EXECUTION. This Lease Agreement may be executed in Two (2) counterparts, each of which shall be an original.

37. TIME OF ESSENCE. Time is of the essence of this Agreement.

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

LANDLORD:
Victor Crossroads LLC,
an Idaho Limited Liability Company,

TENANT:
City of Victor, Idaho

By: _____
Brandon P. Ryan, President

By: _____
Its: _____

Exhibit "A"
BUILDING LAYOUT
Page 1 of 2

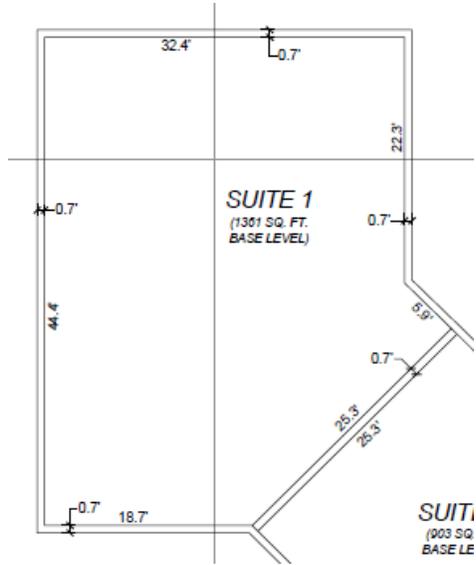


Exhibit "A"
BUILDING LAYOUT
Page 2 of 2

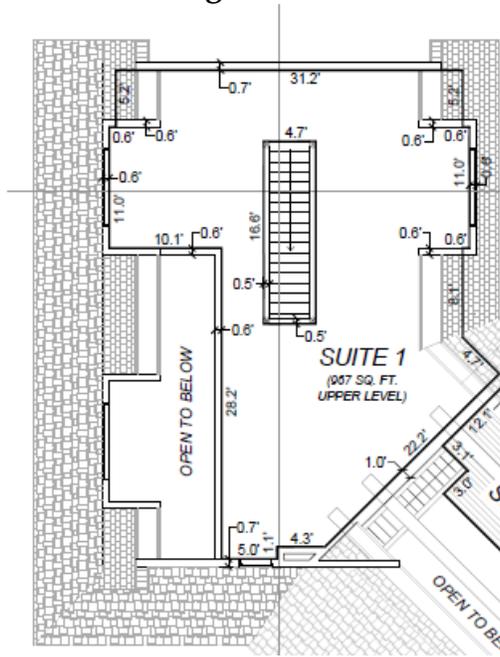


Exhibit "B"
RULES AND REGULATIONS

1. Tenant will comply with all rules and regulations issued by all governmental agencies whose jurisdiction affects the Leased Premises or the Building of which the Leased Premises are a part (the "Building"). Tenant shall not make any alterations to the Building without first obtaining all appropriate and necessary governmental permits and licenses.

2. When electric wiring of any kind is introduced, it must be connected as directed by Landlord, and no stringing or cutting of wires will be allowed, except with the prior written consent of Landlord, and shall be done only by contractors approved by Landlord. The number and location of telephones, telegraph instruments, electric appliances, call boxes, etc., shall be subject to Landlord's approval.

3. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the Building without the Tenant first obtaining the written consent of Landlord. Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant. All approved signs or lettering on doors shall be printed, painted, or affixed or inscribed at the expense of Tenant by a person or company approved by the Landlord. Tenant shall not place anything or allow anything to be placed near or on the glass of any window, door, partition or wall which may appear unsightly from outside the Leased Premises.

4. No awning or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Leased Premises, without the prior written consent of Landlord. Such curtains, blinds or shades must be of a quality, type, design, and color, and attached in a manner approved by the Landlord.

5. The sidewalks, halls, exits, entrances, and stairways shall not be obstructed by Tenant or used by Tenant for any purpose other than for ingress to and egress from their respective premises. All halls, passages, exits, entrances, stairways, balconies and roof are not for the use of the general public and the Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the sole judgment of the Landlord, shall be prejudicial to the safety, character, reputation and interest of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of business, unless such persons are engaged in illegal activities. Unless making repairs required to be made under the

terms of the Lease to heating, ventilation or air conditioning located thereon, neither Tenant nor any employees or invitees of the Tenant shall have access to or go upon the roof of the Building without the prior approval of the Landlord.

6. After regular business hours on weekdays, Saturdays, Sundays and legal holidays, Tenant, its agents, servants, employees and invitees, shall abide by such security rules and regulations as Landlord may promulgate.

7. Water closets and urinals shall not be used for any other purpose other than those for which they were constructed; and no sweepings, rubbish, ashes, newspaper or any other substances of any kind shall be thrown into them. Waste and excessive or unusual use of electricity or water is prohibited.

8. A dumpster shall be provided to the Building site by the Landlord for use by tenants with the cost to be borne by tenants on a pro-rata share. Abnormal amount of trash or garbage generated by either Tenant's initial movement into and occupancy of the Leased Premises, or the purchase of equipment or fixtures placed on the Leased Premises shall be removed by Tenant at its sole cost or expense and shall not be placed in the dumpster provided by Landlord.

9. Tenant shall not make or permit to be made any loud or offensive noises, keep any foul or noxious gas or substance or other disturbances of any kind in the Leased Premises or within the Building. Tenant shall be responsible for insuring that any office equipment and machinery is installed in such a manner as to absorb and prevent the transmission of vibration and noise beyond the confines of the Leased Premises so as to not to disturb other occupants of the Building.

10. No additional lock or locks shall be placed by Tenant on any door in the Building, without prior written consent of Landlord. One (1) key will be furnished to Tenant by Landlord. Any additional keys requested by Tenant shall be paid for by Tenant.

11. Tenant shall not use any other method of heating or air conditioning than that provided by the Landlord without first obtaining the written consent of the Landlord.

12. No animals or birds of any kind shall be kept in or permitted on or about the Leased Premises or any other part of the Building without the prior written approval of Landlord.

13. No cooking shall be done or permitted within the Leased Premises except the use of microwave ovens and coffee makers; nor shall the Leased Premises be used

for the storage of merchandise, washing clothes, lodging or for any improper, objectionable or immoral purposes.

14. Tenant shall not be permitted to use or keep explosives, kerosene, cleaning fluid or any other illuminating, combustible or explosive material or substance of any kind in the Building or the Leased Premises except those products which are generally accepted for everyday cleaning, and except those used in the operation of Tenant's business and used, stored and disposed of in accordance with applicable laws.

15. Tenant shall not be permitted to keep food upon the Leased Premises except in proper containers, cabinets and refrigerators and in strict accordance with all applicable rules, regulations and ordinances of all local health and sanitation authorities.

16. Tenant shall comply with all Tenant requirements issued and mandated by insurance companies insuring the Building.

17. Landlord reserves the right to institute energy management procedures when applicable.

18. No vending, video, amusement machine or machines of any other description shall be installed, maintained or operated upon the Leased Premises or the Building without the prior written consent of the Landlord.

19. No tenant shall lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Leased Premises or the Building in any manner except as approved by the Landlord. The expense of repairing any damage resulting from violation of this rule or of removing any floor covering shall be borne and paid for by Tenant who violated, either by its own actions or the actions of its contractors or employers, this rule.

20. Landlord shall inspect the Leased Premises prior to the vacation of the Premises by the Tenant and the Tenant shall be responsible for any damage done to the Leased Premises by Tenant in the course of its occupancy or vacation of the Premises.

21. No contract of any kind with any supplier of towels, water, ice, toilet articles, waxing, rug shampooing, venetian blind washing, furniture polishing, lamp servicing, cleaning of electrical fixtures, removal of waste paper, rubbish or garbage, or other like service shall be entered into by Tenant for the Leased Premises or any other portion of the Leased Premises without the prior written approval of the Landlord, nor shall any vending machine of any kind be installed in the Building without prior written approval of the Landlord.

22. Canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate with Landlord to prevent these practices.

23. There shall not be used in the Leased Premised or in the Building, either by Tenant or by others in the delivery or receipt of merchandise, any hand trucks except those equipped with rubber tires and side guards.

24. Landlord hereby reserves to itself any and all rights not granted to Tenant hereunder, including, but not limited to, the following rights which are reserved to Landlord for its purposes in operating the Building:

a. the exclusive right to use of the name of the Building for all purposes, except that Tenant may use the name as its business address and for no other purpose;

b. the right to change the name or address of the Building, without incurring any liability to Tenant for so doing;

c. the right to install and maintain a sign or signs on the exterior of the Building;

d. the exclusive right to use or dispose of the use of the roof of the Building;

e. the right to grant to any one the right to conduct any particular business or undertaking in the Building.

25. Landlord reserves the right at any time to rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in the Landlord's judgment may, from time to time, be necessary for the safety, care and cleanliness of the Building, Building area or any part thereof, and for the preservation of others herein.

26. Tenant shall not perform any acts or carry on any practices which may injure the Leased Premises, the Building or the Building Area and the other improvements located in the Building Area or be a nuisance or a menace to the other tenants in the Building, or within the Building Area. Tenant will not permit, allow or cause any public or private auction sales to be conducted on or from the Leased Premises. The Tenant shall not display any merchandise, place vending or video or amusement machines or show cases or other obstructions on the outside of the Building, the Building Area or the Leased Premises, or in any lobby or passageway adjoining the same which shall extend beyond the front of the Leased Premises.

27. Tenant shall (1) use, maintain and occupy the Leased Premises in a careful, safe and proper manner, at its own expense; (2) keep the inside and outside of all glass in the doors and windows of the Leased Premises clean; (3) not, without the prior written approval of Landlord, place or maintain any merchandise or other articles, on the sidewalks adjacent thereto, or elsewhere on the exterior thereof; (4) maintain the Leased Premises at its own expense in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests; (5) not permit undue accumulations of garbage, trash, rubbish and other refuse, remove the same at its own expense, and keep such refuse in proper containers within the interior of the Leased Premises until called for to be removed; (6) not use, permit not suffer the use of any apparatus or instruments for musical or other sound reproduction or transmission in any manner abnormal for the nature of the business permitted therein; (7) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Leased Premises; and (8) not cause or permit objectionable odors to emanate or be dispelled from the Leased Premises.

Teton County Fire

Occupancy: **Victor City Building**

Occupancy ID:

Address: **32 Elm ST**
Victor ID 83455

Inspection Type: **Annual**

Inspection Date: **2/28/2019**

By: Giles, III, Earle

Time In: **09:00**

Time Out: **09:00**

Authorized Date: **Not Author**

By:



Form: Violations

Next Inspection Date: **No Inspection Scheduled**

Inspection Topics:

Exits

Remove storage from beneath exit stairs.

Items stored beneath stairs present a fire risk that can endanger persons using that escape route.

Status: FAIL

Notes: The only existing staircase to the upper level offices is unfinished and used for storage of flammable materials.

Exit Lighting

Repair lighted exit signs or emergency lighting.

Exit signs and emergency illumination are essential during evacuations. The exit sign will indicate to occupants the correct door to reach safely.

Status: FAIL

Notes: Exit/Emergency lighting is non operational.

Fire Protection Access and Equipment

Provide and maintain smoke detectors in proper operating condition.

The proper installation and maintenance of smoke detectors is of the utmost importance. In the event of a fire, they will notify occupants, and, in some cases, may automatically notify the Fire Department.

Status: FAIL

Notes: Smoke / Carbon monoxide detectors should be placed in each office and hallway.

Fire Separations

Seal unapproved openings with approved material.

Flame, smoke, and hot gases can easily travel through holes and pipe chases, thus creating more damage and a hazard to occupants.

Status: FAIL

Notes: Penetrations from the garage to office area are in need of repair.

Keep attic and scuttle covers closed, and ceiling tiles in place.

Ceilings are an integral part of the building fire protection. If kept in place, the ceiling will protect roof structures from premature collapse.

Status: FAIL

Notes: Non fire rated finish in attic/upper level

Housekeeping

Reduce storage height to at least 2 feet below ceiling.

In the event of a fire, fire fighters may need to open a hole in the roof to let heat and smoke out. Storage and other obstructions will prevent rapid ventilation efforts.

Status: FAIL

Notes: Multiple area have high pile storage of combustible materials.

Boiler, mechanical, and electrical panel rooms shall not be used for storage.

Combustible materials in these equipment rooms often get put too close to sources of heat and a fire will likely result.

Status: FAIL

Notes: Combustible material was found around and near the water heaters.

Electrical

Discontinue use of extension cords in lieu of permanent wiring.

Temporary wire does not afford the durability, safety, and protection from shock or fire that is found in the construction of an enclosed electrical system.

Status: FAIL

Notes: extension cords and multiple junction boxes are in use and should be removed.

Maintain at least 30 inches clearance in front of electrical panel.

Access to electrical panels must be cleared to allow for general inspection and emergency shutdown.

Status: FAIL

Notes: Multiple electrical panels do not have the required clearance.

Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
----------	-------------------	-----------------

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 0 minutes

Total Time: 0 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes:



Since 1889

BUILDING AND PLANNING DEPT.

32 ELM ST. P.O. BOX 122 VICTOR IDAHO 83455

tel: (208) 787-2940 fax: (208) 787-2357 www.VictorCityIdaho.com

Building Inspection of 32 Elm Street (City of Victor Office)

To Whom It May Concern;

As Building Official for the City of Victor, I was asked to inspect the public office building located at 31 Elm Street in Victor, Idaho. I was asked to inform the City of the items found that did not meet today's building code standards for the general health and safety of the City employees that occupy the structure daily as well as the general public that visit the building on civic matters. Per the inspection dated 2/28/2019, the following is a list of my findings, these should be combined with the list of concerns that will be submitted by the Fire Marshall separately.

Structural Steel Frame:

- The original steel structure for the building looks to have been structurally intended to be used only as a "shop" and not as a publicly occupied building. This may have been designed to qualify by today's code standards as a "Risk Category Level I" which is a structure not designed adequately to protect the occupants during a seismic event. This public structure should be designed to a "Risk Category Level II". Do to the age of the existing structure, there is not enough proper documentation to verify what risk level, if any, the structure was designed to accommodate for. A structural engineering analysis to determine the true "design level" and existing condition of the structure is recommended to help clarify this concern.

Shop Mechanical Ventilation:

- The shop spaces have a strong smell associated with the storage and repair of large equipment owned by the City. Lack of proper ventilation affects the staff in the garage spaces as well as the office staff upstairs. Per code, the shop space should be mechanically ventilated. "*Repair garages shall be mechanically ventilated in accordance with the International Mechanical Code. The ventilation system shall be controlled at the entrance to the garage.*" 2015 IBC Sec. 406.8.2
- The second-floor offices have operable windows that only open to the shop space that is not properly ventilated.

Occupancy Load:

- The council chambers are considered an "assembly space" and the maximum occupancy load of that space is calculated to be 70 occupants. Two means of egress are required from the space once the occ load exceeds 49 and the travel distance is greater than 75'. The exiting doors from the space should be out swinging with panic hardware installed. It is presently posted that the maximum occ load in the council chambers is 50, this load needs to be enforced, or more appropriately, the sign needs to be updated to state 70 occupants. Regardless of occupancy load, the door swing and panic hardware needs to be verified and adjusted as necessary.

Fire Separation:

- The walls and ceiling surfaces separating the shop space from the office spaces should be constructed as such to provide a 1-hour separation. Presently there is only plywood on the shop wall surfaces that will only add fuel to any potential fire. There is no rated separation between the second-floor office spaces and shop spaces currently. There is an open stairway between the shop and second floor offices that only adds to the lack of separation between the spaces. The second-floor office spaces have operable windows into the shop space that will accelerate the spread of a fire between the two spaces.
- Doors separating the shop spaces and the office spaces should be 20 min rated doors with automatic closures.
- The second-floor mezzanine spaces are used for overflow storage space for both the offices and the shop. The walls and ceiling in these areas are just exposed rigid and batt insulation and are not protected in any way to help prevent the spread of fire into the structure of the building.
- The steel frame of the building is exposed in the shop and storage spaces and would fail quickly when exposed to the high temperatures during a fire. This will reduce the time for occupants to exit the building before potential structural collapse.
- There is a small storage closet in one of the back offices that stores paperwork and building plans. This closet is located under the stairs to the second-floor offices and is not drywalled to prevent the spread of fire. *“the walls and soffits within enclosed usable spaces under enclosed and unenclosed stairways shall be protected by 1-hr. fire-resistance rated construction or the fire resistance rating of the stairway enclosure. 2015 IBC Sec 1011.7.3*

Means of Egress:

- The stairs from the second floor need to be 36” wide with handrails on both sides. (Maximum riser height 7”, minimum tread depth 11”, existing stairs are non-compliant)
- Occupied spaces need to have proper exit signage and emergency lighting.
- The second-floor office and mezzanine storage spaces should have two exiting options. The only exiting option available is down the open stairs into the garage shop space. Exiting into or through a garage space is not allowed nor can be considered a means of egress. The second-floor spaces need two exit options, one preferable immediately to the outside. Maximum travel distance to an exit shall be 200’.
- Main floor office spaces should have two exits to the exterior of the building. The minimum distance in feet between the “two” exits shall be “half the diagonal” of the main floor footprint. The exiting layout of the office spaces do not meet this requirement and another exit to the outside is required. Exiting through the shop is not considered a means of egress and is not allowed.

Accessibility:

- The main entrance into the City offices does not meet ADA Accessibility standards. Though the secondary entrance does allow access into the council chambers, the pathway from this space into where the main public counter is does not meet accessibility standards and should be remodeled as necessary to meet accessibility standards.

Additional Observations:

- There is not 3’ of clearance in front of the electrical panels in the breakroom. The refrigerator should be relocated as needed and a 3’ clearance space in front of the electrical panels should be maintained.
- Stairways throughout the building with 4 or more risers shall have handrails on both sides that terminate into the wall, guard or down to the walking surface. The handrails need to extend horizontally at least 12” beyond the top riser and continue to slope for the depth of one tread beyond the bottom riser.
- Accessible public bathrooms shall have three grab bars installed near the toilet in accordance with the latest A117.1 – 2017 accessibility guidelines for public buildings.

This was a requested building inspection by the City of Victor for their own public structure to document the items that do not meet todays building code requirements. Though there are many items that may be considered “grandfathered” into older code requirements, the City should be one to set the example of compliance to all health and life safety codes and regulations that they in turn impose on other structures built within the city limits. Now that the City is aware of these code issues, they may have risk to liability do to the fact they have been properly informed of the violations in the unfortunate event there was a complaint from the general public or an accident or structure fire.

Any demolition or repairs to the structure will require a building permit with the City and all work shall be inspected to verify compliancy with the latest building, fire, mechanical, electrical and plumbing codes. Since this is an existing structure, it is impossible to inspect all areas within wall and roof cavities nor spaces that were not accessible at time of inspection. Thus, there may be other existing code violations or items of concern for the general health and safety of the employee and the public that were overlooked and not included in this report.

This report will stand as the official notice of violation regarding these issues and should be attached and apart of the separate report submitted by the Fire Marshall. Please feel free to contact me with any questions regarding this inspection report.

Thank you.


Jason P. Letham

Jason@StillwaterDesignGroup.com



Building Official

City of Victor
32 Elm Street
P.O. Box 122

tel: 208-317-3365 fax: 208-485-4202 Victor, Idaho 83455