

City Council Staff Report

March 16, 2016

Applicant: Mapleton City
Prepared by: Cory Branch
Public Hearing: No

REQUEST

Consideration to approve a Lease Agreement between Mapleton City and the State of Utah, Division of Facilities Construction and Management regarding the joint undertaking to provide library and bookmobile services to the residents of Mapleton.

BACKGROUND

1. On July 1, 2008 Mapleton City entered into a Lease Agreement with The State of Utah, Division of Facilities Construction and Management. This Agreement was for the joint undertaking of providing library and bookmobile services to the residents of Mapleton. The term of this Agreement was from July 1, 2008 to June 30, 2009. (see Attached original Agreement)
2. As of today's date the July 1, 2008 Agreement was modified by Amendments number 1, 2, 3, and 4. The most current Amendment (Amendment #4) expires on July 31, 2016. (see Attached Amendments number 1, 2, 3 and 4)
3. This request is to renew and extend the subject Agreement for an additional term of ten (10) years commencing on August 1, 2016 having an expiration date of July 31, 2026. (see proposed Amendment number 5)

STAFF RECOMMENDATION

Staff recommends approval of the ten (10) year extension.

ATTACHMENT

Lease Agreements

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

LEASE AGREEMENT
Contract No. 091766

THIS LEASE AGREEMENT is made and entered into by and between **MAPLETON CITY** whose principal place of business is 125 West 400 North, Mapleton, Utah, hereinafter called "LESSOR," and the **STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**, for and in behalf of the Department of Community and Culture, Division of State Library, whose principal place of business is 4110 State Office Building, Salt Lake City, Utah, hereinafter called "LESSEE."

WITNESETH

THAT WHEREAS, LESSEE has requested space for use as an office for the Utah County Bookmobile Repository Office in the Mapleton City Office Building; and,

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. LEASED PREMISES

1.1 LESSOR does hereby lease unto LESSEE approximately 5,208 square feet of office space in the facility more commonly known as the Mapleton City Office Building located at 125 West 400 North, Mapleton, Utah.

SECTION 2. TERM OF LEASE

2.1 The initial term of this Lease Agreement shall be for a period of a one (1) year which term shall commence on July 1, 2008, and shall expire on June 30, 2009.

SECTION 3. OPTION TO RENEW

3.1 LESSOR covenants with LESSEE that LESSOR shall, at LESSEE'S option, and at the expiration of the initial Lease term again grant an option for renewal to LESSEE under the same terms and conditions provided herein.

SECTION 4. CONSIDERATION

4.1 LESSOR is hereby leasing the office space herein described to LESSEE at no cost due to the services provided to Mapleton City, Utah County and the State of Utah.

SECTION 5. REPRESENTATIONS

5.1 LESSOR represents that it is the lawful owner or lawful representative of the owners of the Leased Premises and that it has the right to lease the same as herein provided and does hereby guarantee quiet and peaceable enjoyment of the Leased Premises to LESSEE.

SECTION 6. LESSEE IMPROVEMENTS

6.1 LESSEE shall not make improvements, additions or alterations to the Leased Premises without having first obtained written approval from LESSOR.

SECTION 7. LESSOR RESPONSIBILITIES

7.1 LESSOR agrees to pay for all utilities during the term hereof.

SECTION 8. TAXES AND INSURANCE

8.1 LESSOR shall pay and bear all costs of real property taxes, personal property taxes, and all other taxes assessed against the Leased Premises. LESSOR further agrees to keep the Leased Premises fully insured to protect the same from loss or damage by fire, vandalism and malicious mischief at all times during the term of this Lease Agreement.

SECTION 9. REPAIR AND MAINTENANCE

9.1 All repairs and maintenance of the Leased Premises shall be made at the sole cost and expense of LESSOR.

SECTION 10. USE OF PREMISES

10.1 LESSEE shall not, at any time, use or occupy or permit the Leased Premises to be used or occupied in any manner which would in any way violate any Certificate of Occupancy issued for the building, and shall not use or permit the Leased Premises to be used or occupied in whole or in part in a manner which may violate the laws, orders, ordinances, rules, regulations, or requirements of any department of federal, state, or city governments.

SECTION 11. LESSEE'S PERSONAL PROPERTY & FIXTURES

11.1 All personal property and fixtures placed in or upon the Leased Premises by LESSEE shall not become part of the Leased Premises and LESSEE shall be privileged to remove the same at the termination or expiration of the Lease Agreement.

SECTION 12. TERMINATION & SURRENDER OF LEASED PREMISES

12.1 LESSEE agrees to quit and surrender peaceable possession of the Leased Premises to LESSOR when this Lease Agreement is terminated. Upon termination of this Lease Agreement LESSEE shall deliver the Leased Premises to LESSOR in good condition and broom clean, normal wear and tear excepted.

SECTION 13. MANNER OF GIVING NOTICE

13.1 Any notice to be given by either party to the other pursuant to the provisions of this Lease or of any law, present or future, shall be in writing and delivered personally to the party to whom notice is to be given, or by certified mail, return receipt requested, addressed to the party for whom notice is intended at the address stated below or such other address as it may have designated in writing. Notice shall be deemed to have been duly given, if delivered personally, upon receipt thereof, and if mailed, upon the third day after mailing thereof.

If to LESSEE:

Division of Facilities
Construction and Management
Attention: Real Estate and Debt Manager
4110 State Office Building
Salt Lake City, Utah 84114

If to LESSOR:

Mapleton City
125 West 400 North
Mapleton, Utah 84664

091765

With a Copy to:
Department of Community and Culture
324 South State Street, Suite 500
Salt Lake City, Utah 84111

SECTION 15. GOVERNING LAW

15.1 This Lease shall be governed and construed in accordance with the laws of the State of Utah, without giving effect to the choice of law provisions hereof.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease to be executed.

LESSEE:
STATE OF UTAH

John K. Nichols 3/28/08
Date
John K. Nichols
Real Estate and Debt Manager
Division of Facilities
Construction and Management

LESSOR:
MAPLETON CITY

Laurel Brady
Date
Laurel Brady
Mayor
Mapleton City

Donna Jones Morris 5/28/08
Date
Donna Jones Morris
State Librarian, Division Director
State Library

CONTRACT RECEIVED AND
PROCESSED BY
DIVISION OF FINANCE
APR 02 2009
CMM

Processed by the Utah Division of Finance

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

CONTRACT NO. 091766
AMENDMENT NO. 1

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between **MAPLETON CITY** whose principal place of business is 125 West 400 North, Mapleton, Utah, hereinafter called "LESSOR," and the **STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**, for and in behalf of the Department of Community and Culture, Division of State Library, whose principal place of business is 4110 State Office Building, Salt Lake City, Utah, hereinafter called "LESSEE."

W I T N E S E T H

THAT WHEREAS, LESSOR and LESSEE have hereto entered into that certain Lease Agreement (Contract No. 091766) for 5,208 square feet of office space in the facility located at 125 West 400 North, the Mapleton City Office building, Mapleton, Utah, which Lease Agreement commenced July 1, 2008, and currently expires July 31, 2009; and

WHEREAS, LESSOR and LESSEE are mutually desirous to renew the subject Lease Agreement for an additional one (1) year renewal or extended term;

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

PARAGRAPH 1. RENEWAL OR EXTENDED TERM

1.1 This Lease Agreement is hereby renewed and extended for an additional term of one (1) year which term shall commence July 1, 2009, and shall expire July 31, 2010, and shall continue thereafter on a month-to-month rental basis, if option to renew is not exercised by LESSEE as provided for in Paragraph 2 of this Lease Amendment No. 1, until terminated by either party by giving thirty (30) days advance written notice to the other party.

PARAGRAPH 2. OPTION TO RENEW

2.1 LESSOR covenants with LESSEE that LESSOR shall, at LESSEE'S option, again grant and lease to LESSEE at the expiration of the lease term, the Premises pursuant to the provisions of this Lease for and during the term of ONE (1) year thereafter, with a like covenant for future renewals of the Lease as is contained in this Amendment No. 1, and on the same terms and conditions, except as to the annual rentals, which rentals shall be determined by negotiation between the parties.

PARAGRAPH 3. CONSIDERATION

3.1 LESSOR is hereby allowing the space herein described to be utilized by LESSEE at no cost due to the services provided to Mapleton City, Utah County and the State of Utah.

All other covenants, terms and conditions of the subject Lease Agreement not modified by this Lease Amendment No. 1 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease Amendment No. 1 to be executed.

LESSEE:

STATE OF UTAH

John K. Nichols *5-22-09*
John K. Nichols Date
Real Estate and Debt Manager
Division of Facilities
Construction and Management

LESSOR:

MAPLETON CITY

Laurel Brady _____
Laurel Brady Date
Mayor
Mapleton City

Donna Jones Morris *5/13/09*
Donna Jones Morris Date
State Librarian, Division Director
State Library

CONTRACT RECEIVED AND
PROCESSED BY
DIVISION OF FINANCE

MAY 27 2009

Processed by the Utah Division of Finance *ame*

**STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**

**CONTRACT NO. 091766
AMENDMENT NO. 2**

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between **MAPLETON CITY** whose principal place of business is 125 West 400 North, Mapleton, Utah, hereinafter called "LESSOR," and the **STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**, for and in behalf of the Department of Community and Culture, Division of State Library, whose principal place of business is 4110 State Office Building, Salt Lake City, Utah, hereinafter called "LESSEE."

WITNESETH

THAT WHEREAS, LESSOR and LESSEE have hereto entered into that certain Lease Agreement (Contract No. 091766) for 5,208 square feet of office space in the facility located at 125 West 400 North, the Mapleton City Office building, Mapleton, Utah, which Lease Agreement commenced July 1, 2008, and currently expires July 31, 2010; and

WHEREAS, LESSOR and LESSEE are mutually desirous to renew the subject Lease Agreement for an additional one (1) year renewal or extended term;

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

PARAGRAPH 1. RENEWAL OR EXTENDED TERM

1.1 This Lease Agreement is hereby renewed and extended for an additional term of one (1) year which term shall commence August 1, 2010, and shall expire July 31, 2011, and shall continue thereafter on a month-to-month rental basis, if option to renew is not exercised by LESSEE as provided for in Paragraph 2 of this Lease Amendment No. 2, until terminated by either party by giving thirty (30) days advance written notice to the other party.

PARAGRAPH 2. OPTION TO RENEW

2.1 LESSOR covenants with LESSEE that LESSOR shall, at LESSEE'S option, again grant and lease to LESSEE at the expiration of the lease term, the Premises pursuant to the provisions of this Lease for and during the term of ONE (1) year thereafter, with a like covenant for future renewals of the Lease as is contained in this Amendment No. 2, and on the same terms and conditions, except as to the annual rentals, which rentals shall be determined by negotiation between the parties.

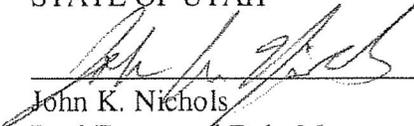
PARAGRAPH 3. CONSIDERATION

3.1 LESSOR is hereby allowing the space herein described to be utilized by LESSEE at no cost due to the services provided to Mapleton City, Utah County and the State of Utah.

All other covenants, terms and conditions of the subject Lease Agreement not modified by this Lease Amendment No. 2 will remain in full force and effect.

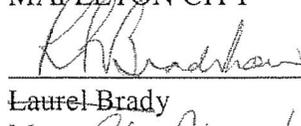
IN WITNESS WHEREOF, the parties hereto sign and cause this Lease Amendment No. 2 to be executed.

LESSEE:
STATE OF UTAH

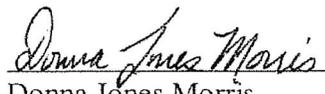
 5/12/10
Date

John K. Nichols
Real Estate and Debt Manager
Division of Facilities
Construction and Management

LESSOR:
MAPLETON CITY

 Date 5/5/10

Laurel Brady
Mayor City Administrator
Mapleton City

 4/28/10
Date

Donna Jones Morris
State Librarian, Division Director
State Library

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MAY 18 2010

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**STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**

**CONTRACT NO. 091766
AMENDMENT NO. 3**

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between **MAPLETON CITY** whose principal place of business is 125 West 400 North, Mapleton, Utah, hereinafter called "LESSOR," and the **STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**, for and in behalf of the Department of Community and Culture, Division of State Library, whose principal place of business is 4110 State Office Building, Salt Lake City, Utah, hereinafter called "LESSEE."

W I T N E S E T H

THAT WHEREAS, LESSOR and LESSEE have hereto entered into that certain Lease Agreement (Contract No. 091766) for 5,208 square feet of office space in the facility located at 125 West 400 North, the Mapleton City Office building, Mapleton, Utah, which Lease Agreement commenced July 1, 2008, and was modified by Amendments number 1 & 2, which currently expires July 31, 2011; and

WHEREAS, LESSOR and LESSEE are mutually desirous to renew the subject Lease Agreement for an additional two (2) years renewal or extended term;

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

PARAGRAPH 1. RENEWAL OR EXTENDED TERM

1.1 This Lease Agreement is hereby renewed and extended for an additional term of two (2) years which term shall commence August 1, 2011, and shall expire July 31, 2013, and shall continue thereafter on a month-to-month rental basis, if option to renew is not exercised by LESSEE as provided for in Paragraph 2 of this Lease Amendment No. 3, until terminated by either party by giving thirty (30) days advance written notice to the other party.

PARAGRAPH 2. OPTION TO RENEW

2.1 LESSOR covenants with LESSEE that LESSOR shall, at LESSEE'S option, again grant and lease to LESSEE at the expiration of the lease term, the Premises pursuant to the provisions of this Lease for and during the term of TWO (2) years thereafter, with a like covenant for future renewals of the Lease as is contained in this Amendment No. 3, and on the same terms and conditions, except as to the annual rentals, which rentals shall be determined by negotiation between the parties.

PARAGRAPH 3. CONSIDERATION

3.1 LESSOR is hereby allowing the space herein described to be utilized by LESSEE at no cost due to the services provided to Mapleton City, Utah County and the State of Utah.

All other covenants, terms and conditions of the subject Lease Agreement not modified by this Lease Amendment No. 3 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease Amendment No. 3 to be executed.

LESSEE:

STATE OF UTAH

John K. Nichols *7-19-11*
Date
John K. Nichols
Real Estate and Debt Manager
Division of Facilities
Construction and Management

LESSOR:

MAPLETON CITY

RH Bradshaw for
Laurel Brady Brian Wall *7/14/11*
Date
Mayor
Mapleton City

Donna Jones Morris *4/30/11*
Date
Donna Jones Morris
State Librarian, Division Director
State Library

CONTRACT RECEIVED AND
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DIVISION OF FINANCE

JUL 20 2011

Processed by the Utah Division of Finance *[Signature]*

**STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**

**CONTRACT NO. 091766
AMENDMENT NO. 4**

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between **MAPLETON CITY** whose principal place of business is 125 West 400 North, Mapleton, Utah, hereinafter called "LESSOR," and the **STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**, for and in behalf of the Department of Heritage and Arts, Division of State Library, whose principal place of business is State Office Building, Suite 4110, Salt Lake City, Utah, hereinafter called "LESSEE."

W I T N E S E T H

THAT WHEREAS, LESSOR and LESSEE have hereto entered into that certain Lease Agreement (Contract No. 091766) for 5,208 square feet of office space in the facility located at 125 West 400 North, the Mapleton City Office building, Mapleton, Utah, which Lease Agreement commenced July 1, 2008, and was modified by Amendments number 1, 2 & 3 which currently expires July 31, 2013; and

WHEREAS, LESSOR and LESSEE are mutually desirous to renew the subject Lease Agreement for an additional three (3) years renewal or extended term;

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

PARAGRAPH 1. RENEWAL OR EXTENDED TERM

1.1 This Lease Agreement is hereby renewed and extended for an additional term of three (3) years which term shall commence August 1, 2013, and shall expire July 31, 2016, and shall continue thereafter on a month-to-month rental basis, if option to renew is not exercised by LESSEE as provided for in Paragraph 2 of this Lease Amendment No. 4, until terminated by either party by giving thirty (30) days advance written notice to the other party.

PARAGRAPH 2. OPTION TO RENEW

2.1 LESSOR covenants with LESSEE that LESSOR shall, at LESSEE'S option, again grant and lease to LESSEE at the expiration of the lease term, the Premises pursuant to the provisions of this Lease for and during the term of THREE (3) years thereafter, with a like covenant for future renewals of the Lease as is contained in this Amendment No. 4, and on the same terms and conditions, except as to the annual rentals, which rentals shall be determined by negotiation between the parties.

PARAGRAPH 3. CONSIDERATION

3.1 LESSOR is hereby allowing the space herein described to be utilized by LESSEE at no cost due to the services provided to Mapleton City, Utah County and the State of Utah.

All other covenants, terms and conditions of the subject Lease Agreement not modified by this Lease Amendment No. 4 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease Amendment No. 4 to be executed.

LESSEE:

STATE OF UTAH

Ben Willett 1-28-14
Date
John K. Nichols
Real Estate and Debt Manager
Division of Facilities
Construction and Management

LESSOR:

MAPLETON CITY

Brian Wall 1/21/14
Date
Brian Wall
Mayor
Mapleton City

Donna Jones Morris 12/9/13
Date
Donna Jones Morris
State Librarian, Division Director
State Library

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JAN 28 2014

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**STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**

**CONTRACT NO. 091766
AMENDMENT NO. 5**

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between **MAPLETON CITY** whose principal place of business is 125 West 400 North, Mapleton, Utah, hereinafter called "LESSOR," and the **STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**, for and in behalf of the Department of Heritage and Arts, Division of State Library, whose principal place of business is State Office Building, Suite 4110, Salt Lake City, Utah, hereinafter called "LESSEE."

W I T N E S E T H

THAT WHEREAS, LESSOR and LESSEE have hereto entered into that certain Lease Agreement (Contract No. 091766) for 5,208 square feet of office space in the facility located at 125 West 400 North, the Mapleton City Office building, Mapleton, Utah, which Lease Agreement commenced July 1, 2008, and was modified by Amendments number 1, 2, 3 and 4 which currently expires July 31, 2016; and

WHEREAS, LESSOR and LESSEE are mutually desirous to renew the subject Lease Agreement for an additional ten (10) years renewal or extended term;

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

PARAGRAPH 1. RENEWAL OR EXTENDED TERM

1.1 This Lease Agreement is hereby renewed and extended for an additional term of ten (10) years which term shall commence August 1, 2016, and shall expire July 31, 2026, and shall continue thereafter on a month-to-month rental basis, if option to renew is not exercised by LESSEE as provided for in Paragraph 2 of this Lease Amendment No. 5, until terminated by either party by giving thirty (30) days advance written notice to the other party.

PARAGRAPH 2. OPTION TO RENEW

2.1 LESSOR covenants with LESSEE that LESSOR shall, at LESSEE'S option, again grant and lease to LESSEE at the expiration of the lease term, the Premises pursuant to the provisions of this Lease for and during the term of Ten (10) years thereafter, with a like covenant for future renewals of the Lease as is contained in this Amendment No. 5, and on the same terms and conditions, except as to the annual rentals, which rentals shall be determined by negotiation between the parties.

PARAGRAPH 3. CANCELLATION

3.1 LESSEE and LESSOR mutually agree that either party may cancel this Lease with a one hundred eighty (180) day written notice to the other party any time after July 31, 2020.

PARAGRAPH 4. CONSIDERATION

4.1 LESSOR is hereby allowing the space herein described to be utilized by LESSEE at no cost due to the services provided to Mapleton City, Utah County and the State of Utah.

All other covenants, terms and conditions of the subject Lease Agreement not modified by this Lease Amendment No. 5 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease Amendment No. 5 to be executed.

LESSEE:
STATE OF UTAH

LESSOR:
MAPLETON CITY

Lee Fairbourn Date
Real Estate and Debt Manager
Division of Facilities
Construction and Management

Brian Wall Date
Mayor
Mapleton City

Donna Jones Morris 2/16/16

Donna Jones Morris Date
State Librarian, Division Director
State Library

Processed by the Utah Division of Finance