

RESOLUTION NO. 2018-19

**A RESOLUTION AUTHORIZING THE MAYOR OF THE
CITY OF BENTON CITY TO SIGN THE ADDENDUM NO. 1
TO CITY OF BENTON CITY LEASE AGREEMENT**

WHEREAS, the City of Benton City finds that there is a necessity to expand the current space utilized by City Hall in Munboo Plaza to accommodate meeting space, records storage, and other City functions; and

WHEREAS, property owner and landlord, Kent Parker, has agreed to modify the building to adjoin Suites A and B and rent additional space to the City to accommodate its current needs. NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, hereby resolves as follows:

That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign Addendum No. 1 to City of Benton City Lease Agreement dated July, 17th, 2018, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and to take all necessary steps required to complete this transaction.


ADOPTED this 17 day of July, 2018, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 17 day of July, 2018.

Resolution 2018-19 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 17 day of July, 2018.



Linda Lehman, Mayor

Attest:


Stephanie Haug, MMC
City Clerk/Treasurer

Approved as to Form:


Kerr Law Group
City Attorney

ADDENDUM NO. 1
to
CITY OF BENTON CITY LEASE AGREEMENT

MUNBOO PLAZA

BY THIS ADDENDUM entered into this 17 day of July, 2018, modifying the City of Benton City's Lease Agreement entered into on the 20th day of July 2016, by the Parties hereto.

WHEREAS, the City of Benton City, Washington, a Municipal Corporation, hereinafter referred to as "Tenant", and Kent Parker, hereinafter referred to as "Landlord" do modify and supplement such Agreement by this Addendum; and

WHEREAS, Landlord and Tenant have entered into the City of Benton City Lease Agreement for the purpose of operating City Hall; and

WHEREAS, Tenant notified Landlord of its intent for additional leased space, and Landlord has agreed to modify and adjoin Suites A and B per Tenant's specifications and has further agreed to lease to Tenant additional space.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

Section 1. Amendment to Section 1, "Lease Summary" of the City of Benton Lease Agreement is hereby amended and shall read as follow:

1. Lease Summary.

- A. **Leased Premises.** The leased commercial real estate (the "Premises") consists of an agreed-on floor plan attached as Exhibit A, commonly known as Suites A and B located at 1009 Dale Avenue, Benton City, WA 99320. The Premises do not include, and Landlord reserves, the exterior walls, and roof of the Premises, the land beneath the Premises, the pipes and ducts, conduits, wires, fixtures and equipment above suspended ceiling or structural elements of the building in which the Premises are located (the "Building"). The Building, the land upon which it is situated, all other improvements located on such land, and all common areas appurtenant to the Building are referred to as the "Property."
- B. **Lease Term.** The Lease shall commence on September 15, 2018 or such earlier or later date as provided in Section 3 (the "Commencement Date") and shall be for a term of twenty-four (24) months from the Commencement

Date. Lease Commencement Date shall also be dependent on final approval from building inspector for modifications made to suites A and B by Landlord in order to create and complete agreed-on floor plan. Final Commencement Date if other than September 15, 2018 shall be agreed to and confirmed in writing by both parties after final building inspection approval, and Lease shall expire twenty-four (24) months from said date.

- C. Grant of Option to Extend. Landlord grants Tenant an exclusive, irrevocable Option to extend this Lease for a period of twelve (12) months beyond the end of the initial term, which Option shall be in effect during the entire initial term of the Lease described in Section 1B above and may be exercised at any time during said initial term.
- D. Base Rent. The base monthly rent shall be One Thousand Nine Hundred Dollars and 00/100 (\$1,900.00). Rent shall be payable at Landlord's address shown below, or such other place designed in writing by Landlord.
- E. Prepaid Rent. Upon execution of this Lease, Tenant shall deliver to Landlord the pro-rated rent due for Suite B for the first month of the Lease. If the Lease is executed on the first day of the month, then the total amount or the portion required to equal the amount specified in Section 1(C) above, will be due.
- F. Security Deposit. The amount of the security deposit of One Thousand Dollars and 00/100 (\$1,000.00) is on file and has been paid.
- G. Permitted Use. The Premises shall be used only for Benton City Hall and for no other purpose without the prior written consent of Landlord.
- H. Notice and Payment Address.

Landlord: 1231 South Quay St.
Kennewick, WA 99338

Tenant: City of Benton City
c/o Kerr Law Group
7025 West Grandridge Blvd., Suite A
Kennewick WA 99336

Section 2. Amendment to Section 15.C "Insurance – Miscellaneous" of the City of Benton City Lease Agreement shall be and hereby is amended and shall read as follows:

15. Insurance.

- C. Miscellaneous. Insurance required under this Section may be provided through a self-insurance program. No insurance policy shall be cancelled or reduced in coverage and each such policy shall provide that it is not subject to cancellation or a reduction in coverage except after thirty (30) days prior written notice to Landlord. Tenant shall deliver to Landlord upon commencement of the Lease and from time to time thereafter, copies of the insurance policies or certificates of insurance and copies of endorsements required by this Section. In no event shall the limit of such policies be considered as limiting the liability of Tenant under this Lease.


Section 3. All remaining terms and conditions contained in the City of Benton City Lease Agreement dated July 20, 2016, not specifically amended above nor inconsistent with the terms as amended above, shall remain in full force and effect.

IN WITNESS WHEREOF, this Addendum No. 1 is executed as of and effective on the 17 day of July, 2018.

TENANT:

City of Benton City, Washington

By:


Linda Lehman, Mayor

ATTEST:

By:


Stephanie Haug, MMC
City Clerk/Treasurer

APPROVED AS TO FORM:


By:


Kerr Law Group
City Attorney

LANDLORD:

Kent Parker

By:


Kent Parker

STATE OF WASHINGTON)

: ss.

County of Benton)

On this day personally appeared before me LINDA LEHMAN, Mayor of the City of Benton City, Washington, to be known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.



GIVEN under my hand and official seal this 27th day of July, 2018.

Paula Kauer

NOTARY PUBLIC in and for the State of Washington

Residing at: Benton City, WA

My Commission Expires: 9/5/21

STATE OF WASHINGTON)

: ss.

County of Benton)

On this day personally appeared before me KENT PARKER, to be known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.



GIVEN under my hand and official seal this 23rd day of July, 2018.

Paula Kauer

NOTARY PUBLIC in and for the State of Washington

Residing at: Benton City, WA

My Commission Expires: 9/5/21

Exhibit A

