

No: 10-22
Date: April 21, 2010

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: SENIOR CENTER LEASE ADDENDUM

WHEREAS: The City of Sandpoint owns real property on a triangular tract of land at 820 Main Street, known as Block 16, West End Addition to Sandpoint; and

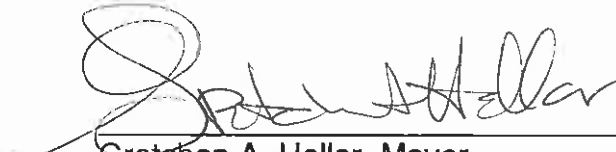
WHEREAS: The City of Sandpoint leased said property to the Sandpoint Area Seniors via Resolution 05-18, dated April 20, 2005; and

WHEREAS: The Sandpoint Area Seniors desire to extend their lease 15 years, to expire on April 30, 2025; and

WHEREAS: The City Attorney has prepared a lease addendum setting out the terms and conditions.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT: It is in the best interests of the city to enter into said lease, a copy of which is attached hereto and made a part hereof by reference as if fully incorporated herein; and,

BE IT FURTHER RESOLVED THAT: The mayor and city clerk are hereby authorized to execute said lease on behalf of the city.


Gretchen A. Hellar, Mayor

ATTEST:


Maree Peck, City Clerk

City Council Members:

		YES	NO	ABSTAIN	ABSENT
1.	Snedden	Motion	X		
2.	Logan		X		
3.	Reuter		X		
4.	Ogilvie	Second	X		
5.	Davis		X		
6.	Schuck		X		

ADDENDUM TO LEASE AGREEMENT
Sandpoint Area Seniors

THIS DOCUMENT IS AN ADDENDUM to the LEASE made and entered into the 20th day of April, 2005, by and between THE CITY OF SANDPOINT, IDAHO, a municipal corporation of the State of Idaho, LESSOR, and the SANDPOINT AREA SENIORS, a non-profit organization, LESSEE.

WHEREAS, the LESSEE has requested the LEASE be extended and that LESSEE be authorized to place a manufactured structure on the premises to be used as a senior day care center.

WITNESSETH: That for and in consideration of the hereinafter covenants made and to be performed, the LESSOR does hereby amend the lease unto the LESSEE for the following described property situated in Bonner County, State of Idaho, to-wit:

That triangular tract of land known as Block 16, West End Addition to Sandpoint

1. TERM: The term of the lease shall be extended to fifteen (15) years, to terminate on April 30, 2025.

2. IMPROVEMENTS: In addition to improvements and alterations allowed under the LEASE, LESSEE is hereby authorized to place a manufactured building on the premises to be utilized as a day care facility for senior citizens. Said building shall be removed and the premises restored should LESSEE cease to operate a senior citizen day care center in the building.

3. SIDEWALKS: LESSEE shall construct curb, gutter and sidewalk on the premises in conjunction with the installation of the manufactured structure and shall make improvements approved by the City Forester to existing trees retained on the premises.

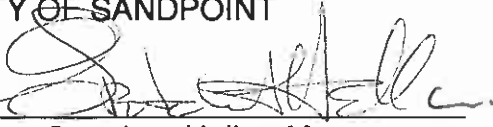
4. STANDARDS: LESSEE shall comply with setbacks and other standards within the zoning district as required by City Code.

5. The Mayor and Council of the City of Sandpoint have, by Resolution, authorized the leasing of said above described property, the subject of this lease, and have found, and do find, that the same is not needed for City purposes and deem all the terms and conditions herein set forth to be just and equitable.

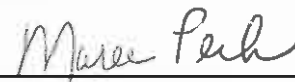
IN WITNESS WHEREOF, LESSOR and LESSEE have executed this instrument the 21st day of April, 2010.

LESSOR:

CITY OF SANDPOINT

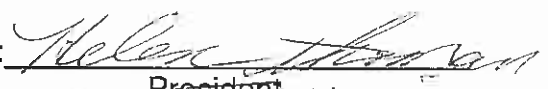
By: 
Gretchen Hellar, Mayor

ATTEST:

By: 
Maree Peck, City Clerk

LESSEE:

SANDPOINT AREA SENIORS, INC.

By: 
President *Chairman*

By: 
~~Vice President or Secretary~~ *Treas*