

AGENDA BILL APPROVAL FORM

Agenda Subject: Resolution No. 4292		Date: January 7, 2008
Department: Human Resources	Attachments: Resolution and Lease Amendment	Budget Impact:
Administrative Recommendation: City Council adopt Resolution No. 4292.		
Background Summary: Resolution No. 4292 authorizes the Mayor and City Clerk to execute an amendment to the lease between the City of Auburn and Central Puget Sound Regional Transit Authority. S0107-3 A3.17, O3.3.11		
Reviewed by Council & Committees: <input type="checkbox"/> Arts Commission <input type="checkbox"/> Airport <input type="checkbox"/> Hearing Examiner <input type="checkbox"/> Human Services <input type="checkbox"/> Park Board <input type="checkbox"/> Planning Comm.		Reviewed by Departments & Divisions: <input type="checkbox"/> Building <input type="checkbox"/> Cemetery <input type="checkbox"/> Finance <input type="checkbox"/> Fire <input type="checkbox"/> Legal <input type="checkbox"/> Public Works <input type="checkbox"/> Information Services
COUNCIL COMMITTEES: <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Municipal Serv. <input type="checkbox"/> Planning & CD <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other _____		<input type="checkbox"/> M&O <input type="checkbox"/> Mayor <input type="checkbox"/> Parks <input type="checkbox"/> Planning <input type="checkbox"/> Police <input type="checkbox"/> Human Resources
Action: Committee Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No Council Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No Call for Public Hearing ___/___/___ Referred to _____ Until ___/___/___ Tabled _____ Until ___/___/___		
Councilmember: Backus		Staff: Heineman
Meeting Date: January 7, 2008		Item Number: VIII.B.3

RESOLUTION NO. 4 2 9 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO THE LEASE BETWEEN THE CITY OF AUBURN AND CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY

WHEREAS, the City of Auburn and Central Puget Sound Regional Transit Authority (Sound Transit) entered into a Lease on June 26, 2002, for property known as the Auburn Multimodal Transit Facility located at 25 A Street SW, in Auburn, Washington; and

WHEREAS, the parties agree that the parking space allocation and costs as set forth in the lease dated June 26, 2002, should be reassigned so that Sound Transit has more parking spaces and more responsibility for associated maintenance and costs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, KING COUNTY, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. The Mayor of the City of Auburn and the Auburn City Clerk are hereby authorized to execute an amendment to the lease between the City of Auburn and Central Puget Sound Regional Transit Authority dated June 26, 2002, which amendment shall be in substantial conformity with the First Amendment to Lease attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 3. This resolution shall be in full force and effect upon passage and signatures hereon.

Dated and Signed this _____ day of January, 2008.

CITY OF AUBURN

PETER B. LEWIS
MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "Amendment") is made as of this 1st day of January 2008, between CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority organized under the laws of the State of Washington ("Sound Transit") as Landlord, and the CITY OF AUBURN, a Washington municipal corporation ("City") as Tenant.

Sound Transit and City entered into that certain Lease dated June 26, 2002 for the Leased Premises as defined in Section 1.5 of the Lease at the property known as the Auburn Multimodal Transit Facility located at 25 "A" Street SW in Auburn, Washington (the Lease"). For the purpose of this Amendment, all terms defined in the Lease have the same meaning in this Amendment.

RECITALS

A. The Leased Premises includes City's Parking Spaces, which as defined in Section 1.1 (b) of the Lease means the 180 parking spaces that are outlined on the drawings of the ground through the sixth floor of the Parking Garage and attached to the Lease as Exhibit 1.1 (b).

B. Pursuant to Section 3.2 of the Lease, City reimburses Sound Transit for 40% of costs of operating the Parking Garage allocable to Sound Transit's Operating Hours.

C. City desires to reduce the number of City's Parking Spaces to 95 parking spaces and desires to return 85 parking spaces to Sound Transit for a five year period for a reduction in operating expenses.

D. City further desires to have the right to receive back the 85 parking spaces from Sound Transit at such time after December 31, 2012.

E. Sound Transit is willing to take back the 85 parking spaces effective January 1st, 2008, until December 31st, 2012.

F. Sound Transit and City desire to amend the Lease to memorialize the terms of their agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, Sound Transit and City hereby agree as follows:

1. Recitals. The Recitals set forth above are incorporated by this reference.
2. City's Parking Spaces. Section 1.1 (b) is hereby amended by the addition of the following paragraph at the end of the Subsection:

"For the period beginning January 1, 2008 and ending December 31st, 2012, "City's Parking Spaces" means the 95 parking spaces that are outlined on the drawings of the Parking Garage that are attached hereto as Exhibit 1.1 (b)(2). In the event City requires parking spaces in excess of said 95 spaces, City shall notify Sound Transit in writing sixty (60) days in advance of the date such spaces are required and state the number of additional spaces City requires. Sound Transit will review City's request taking into consideration Sound Transit's transit related parking requirements and shall provide a written response to City within thirty (30) days of receipt of City's notice. City and Sound Transit agree to

negotiate in good faith during the sixty-day notice period to accommodate each of their respective parking requirements. If Sound Transit can accommodate City's request, the parties will execute an amendment to the Lease specifying the revised number of City's Parking Spaces and the adjusted amount for operating expenses."

3. Parking Garage Operations. Subsection 3.2 (b), Cost of Operations, is amended by the addition of the following paragraph at the end of the Subsection:

"For the period beginning January 1, 2008 and ending December 31st, 2012, City shall pay to Sound Transit operating expenses in the amount of \$550.00 per parking space per year ("Parking Space Rate") multiplied by the number of City's Parking Spaces set forth in Section 1.1 (b) of the Lease, as amended by Section 2 of this Amendment. For purposes of this Amendment, payment in the amount of \$4,354.16 per month is due in advance on or before the first day of each month. The Parking Space Rate is subject to adjustment at the end of this five (5) year period based on actual operating expenses paid by Sound Transit."

Except as amended herein, all other articles, terms, and conditions of said Lease are unchanged and remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

SOUND TRANSIT:

CITY:

CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY

CITY OF AUBURN

By: Agnes Govern
Its: Executive Director

By: _____
Its: _____

Approved as to Form :

Sound Transit Legal Counsel

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Agnes Govern is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Executive Director of CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public

[Printed Name]
My appointment expires _____

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

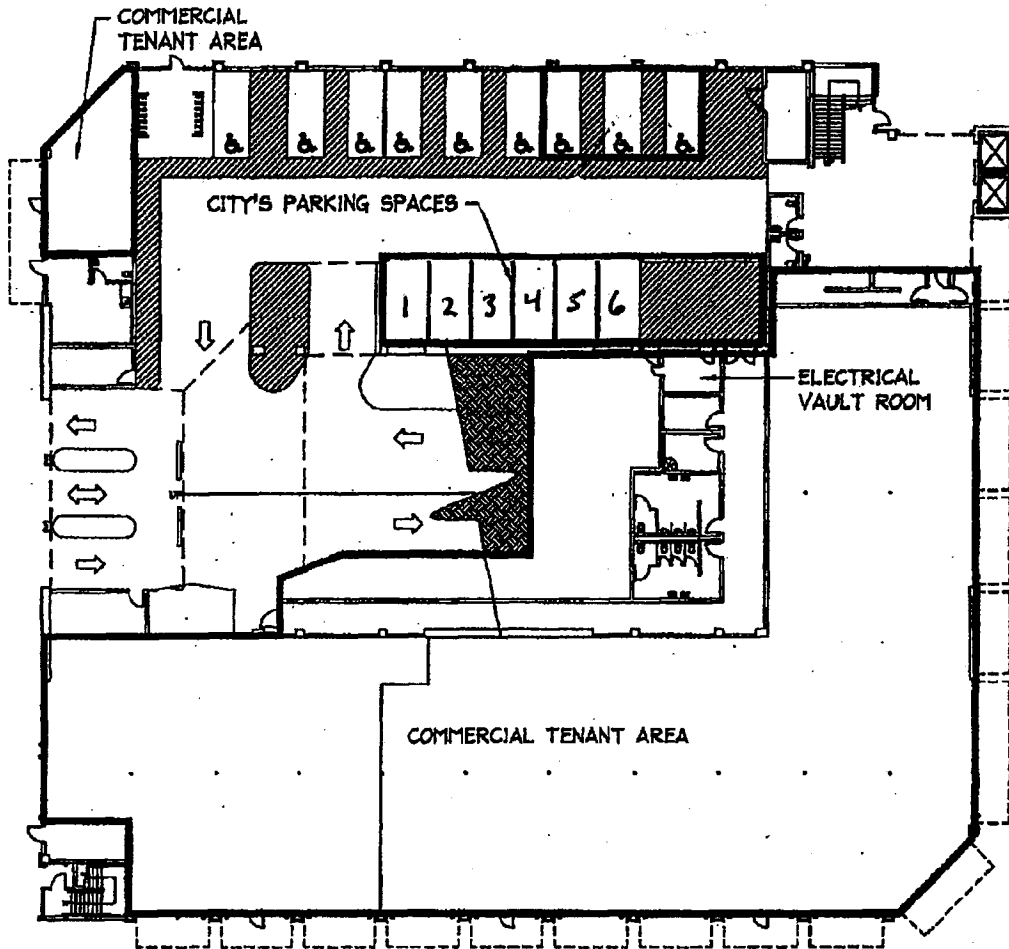
I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public

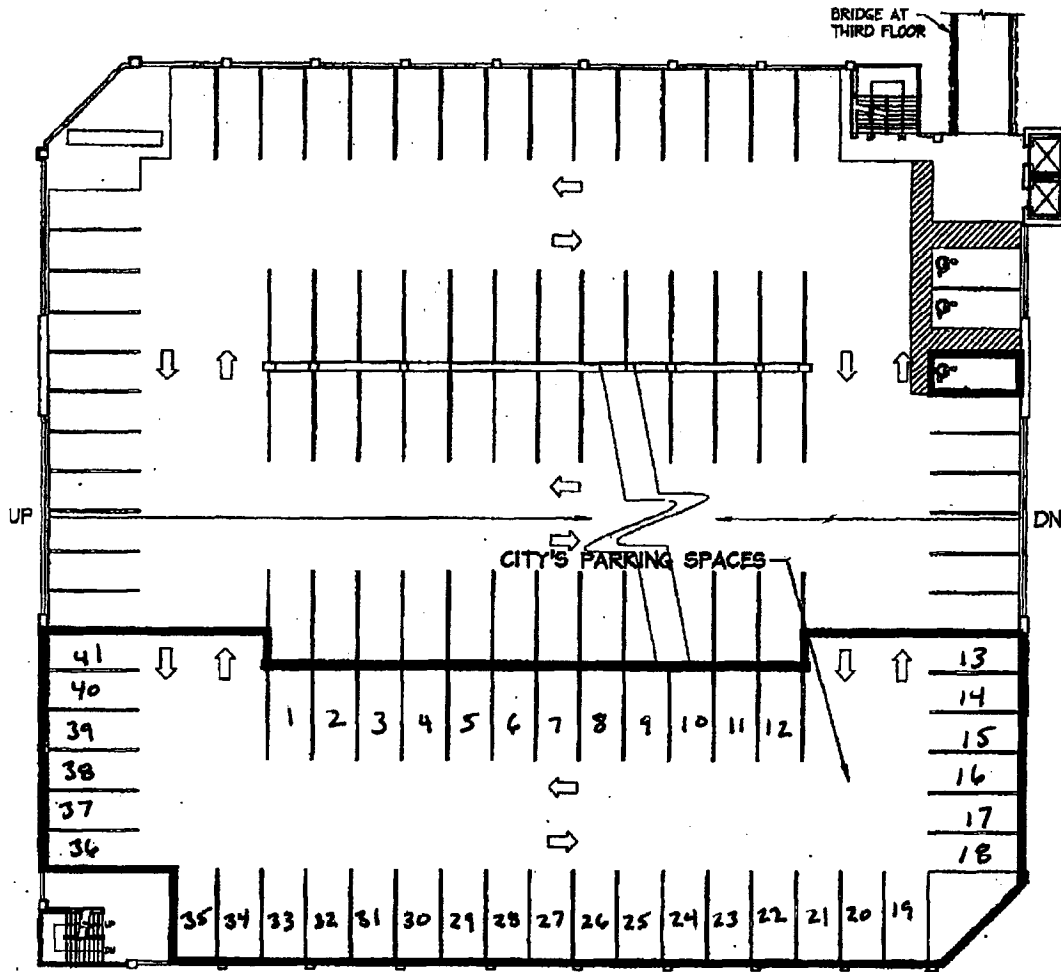
[Printed Name]
My appointment expires _____

Exhibit 1.16(2)



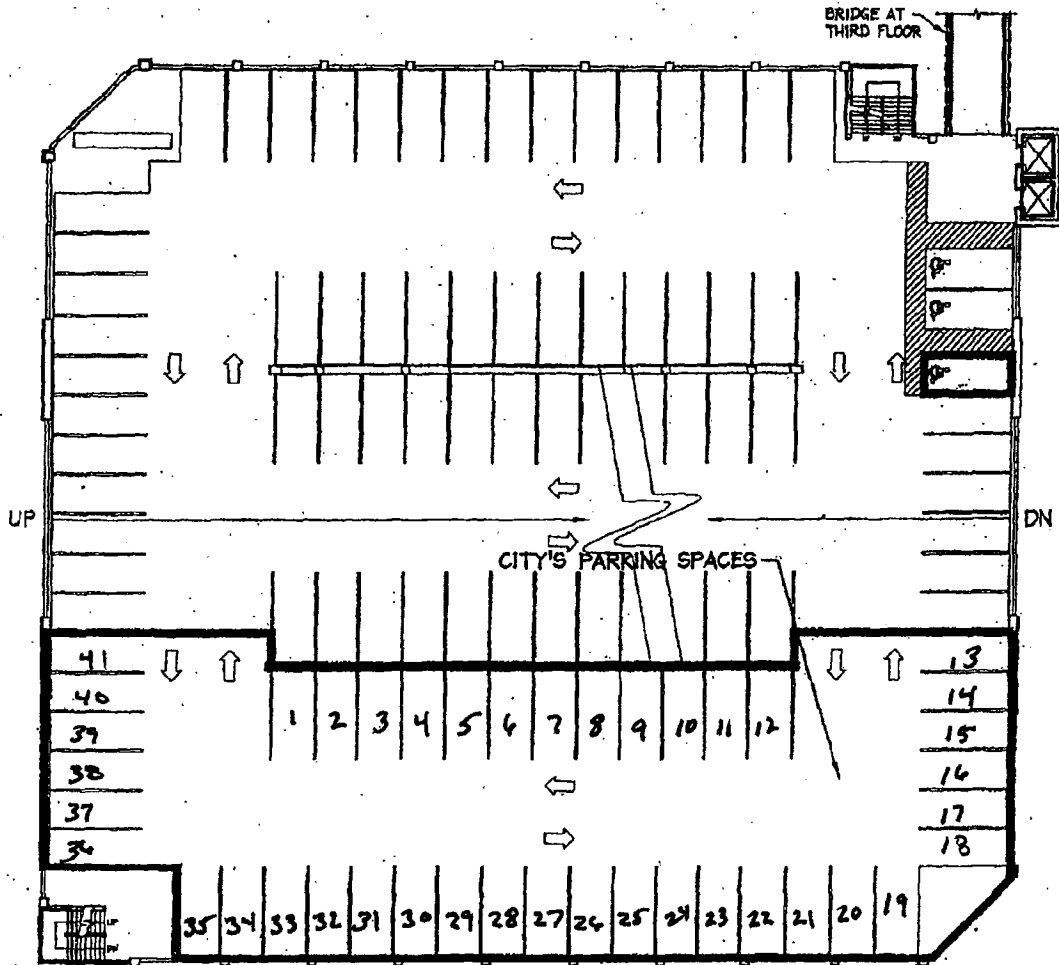
1 GROUND FLOOR

AUBURN STATION PARKING GARAGE



1 SECOND FLOOR
1/32" = 1'-0"

AUBURN STATION PARKING GARAGE

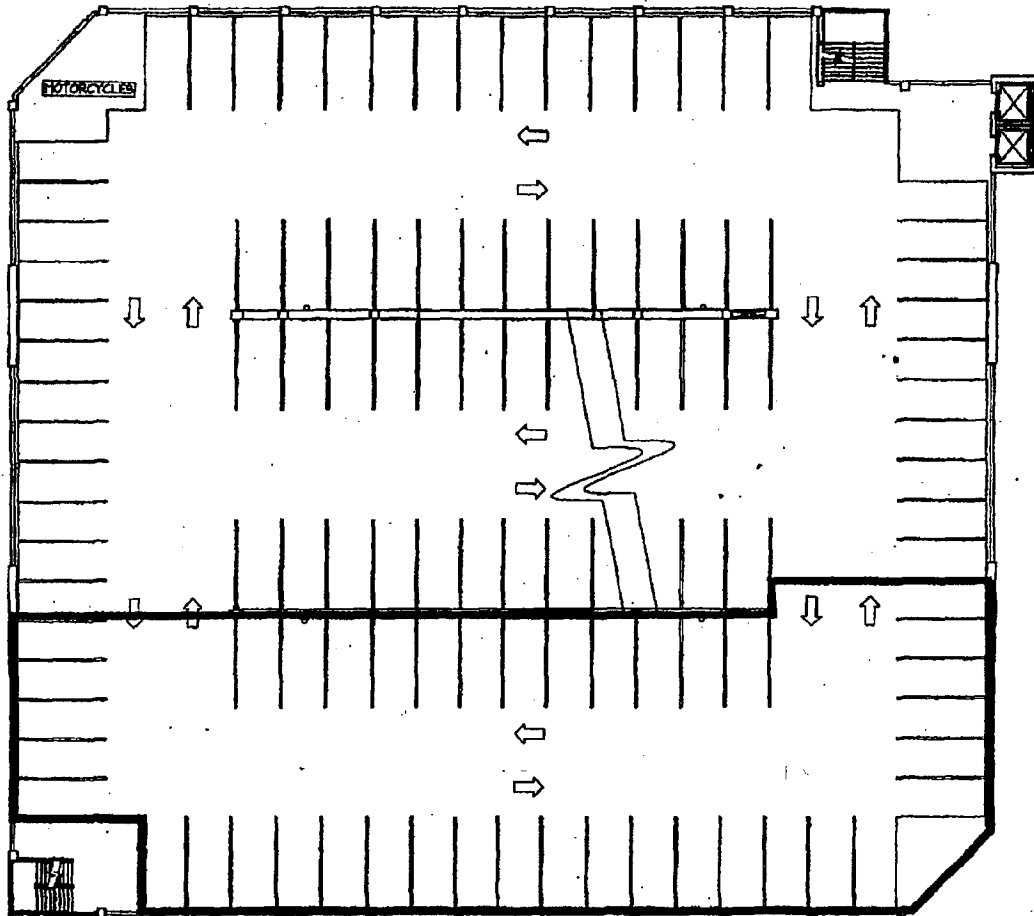


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1/32" = 1'-0"

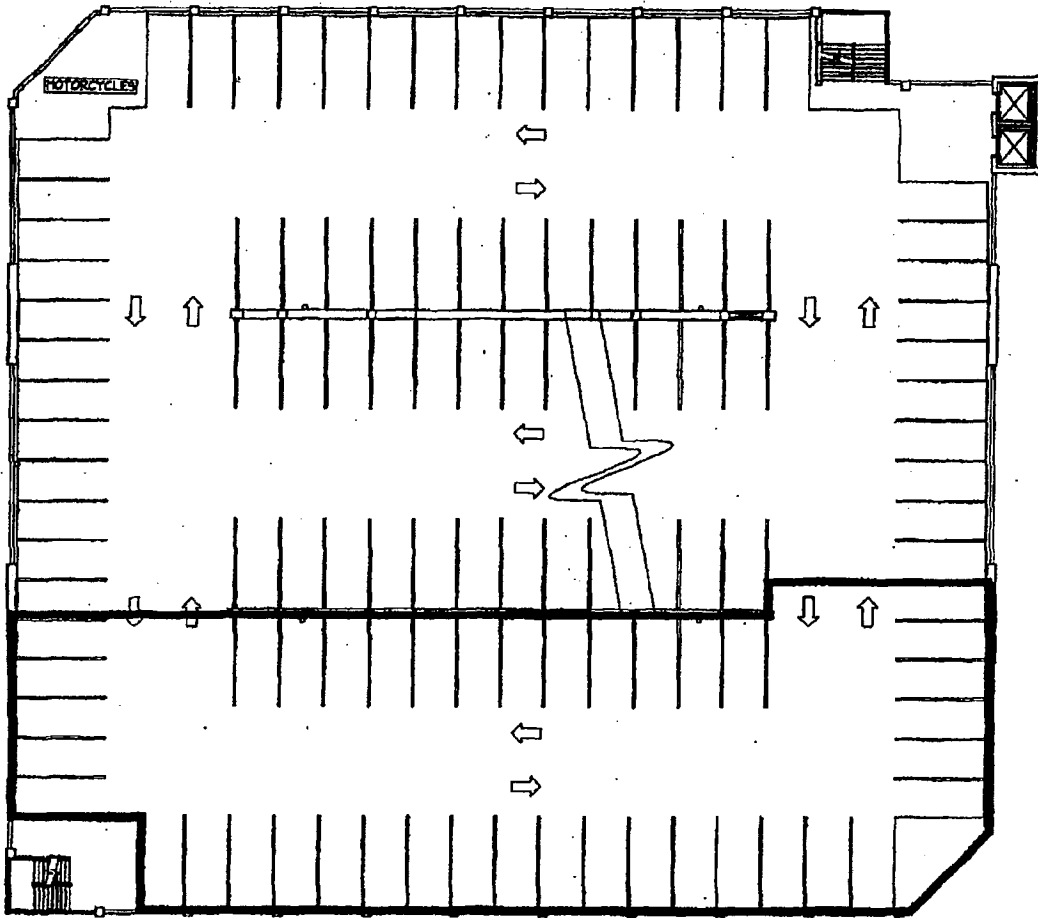
THIRD FLOOR

AUBURN STATION PARKING GARAGE



1 FOURTH FLOOR
1/32"=1'-0"

AUBURN STATION PARKING GARAGE

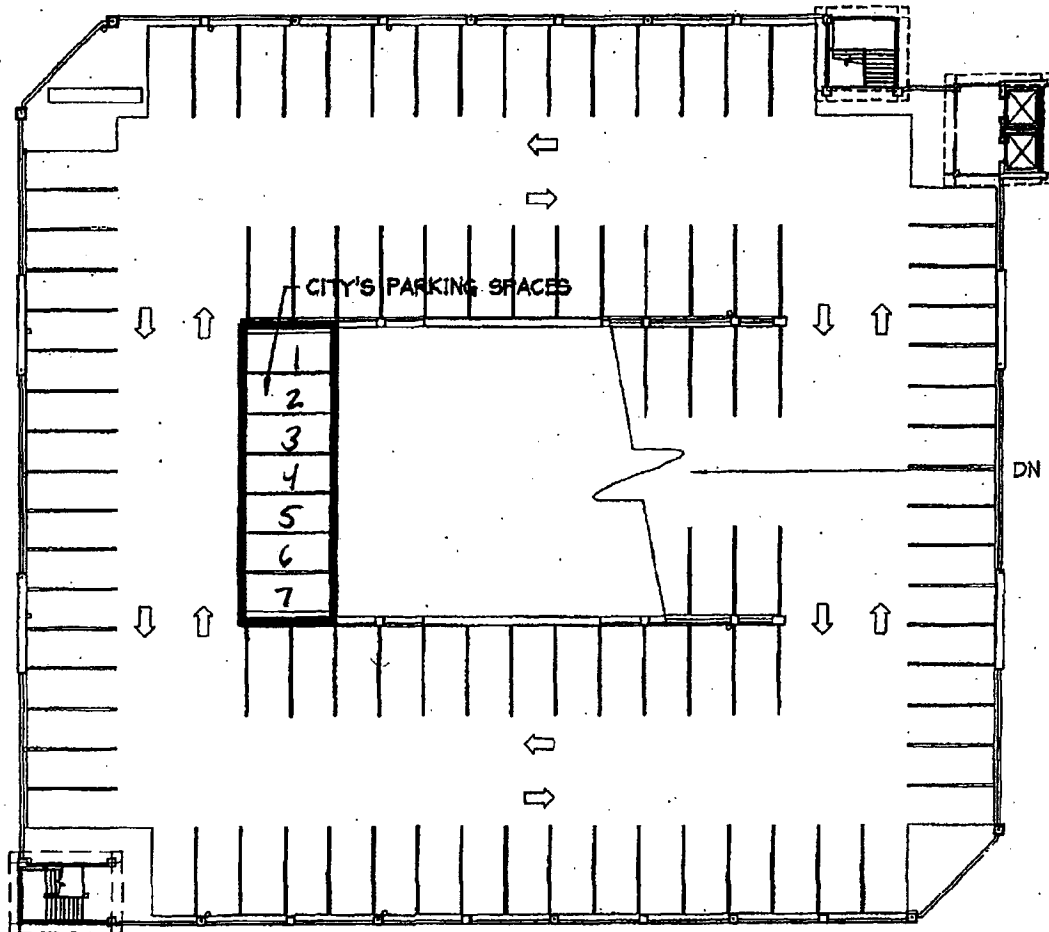


1

1/32" = 1'-0"

FIFTH FLOOR

AUBURN STATION PARKING GARAGE



1 SIXTH FLOOR
1/32"=1'-0"

AUBURN STATION PARKING GARAGE