Date: Monday, March 28, 2011.

To: Honorable Mayor and City Council

From: Travis Rothweiler, City Manager

Request:

Discussion of the Senior Citizen Centers request to modify the existing lease with the City of Twin Falls.

Time Estimate:

The city manager's presentation will take approximately five minutes.

Background:

The Senior Citizens Center is owned by the City. In 2002, the citizens of the City of Twin Falls supported a two-year tax levy override, which allowed the City to fund the improvements to an existing building and transform it into a senior citizens center. The 20-year lease was entered into in 2002. It will expire in 2022. The City does not provide any direct financial assistance to the center. The monthly lease rate is $1 per month.

The modification to the lease will allow the senior citizens center to diversify revenue streams, which will allow for the continued operation of the center as it was originally intended.

The addendum before the City Council was written by the City Attorney, reviewed by the City Manager and Diane Stevens, the Senior Citizens Center Executive Director.

Conclusion:

City staff supports the Senior Citizens request to modify to the existing lease. The building primary use will remain and function as it was originally intended: a senior citizen center. The modification will allow the Senior Citizens Center to generate revenues. These revenues will allow the center to continue to offer low-cost services to those to patron the building.

Attachments:

1. Proposed Addendum to Lease – Action Item.
2. Existing Lease – *Informational.*
3. Letter requesting modifications to the current lease - *Informational.*
4. List of 2011 weekly and occasional user – *Informational.*

ADDENDUM TO LEASE

THIS ADDENDUM, Made and effective the ____ day of _____, 2011, by and between the CITY OF TWIN FALLS, IDAHO, hereinafter called "LESSOR" and Twin Falls Senior Citizens Federation, Inc., hereinafter referred to as "LESSEE".

WHEREAS, The Lessor and Lessee have previously entered into Lease commencing July 22, 2002 and expiring on December 31, 2022; and,

WHEREAS, Paragraph 5 of the Lease limits use of the premises for use as a senior center and for no other use, without prior written consent of the Lessor; and,

WHEREAS, Paragraph 6 of the Lease prohibits subletting the premises; and,

WHEREAS, Lessee desires to have the option to rent the facility, or portions of the facility, outside the regular operational hours of the senior center.

NOW, THEREFORE, The parties hereto agree as follows:

1. The Agreement is hereby ratified and confirmed in its entirety and of the same force and effect except as hereafter modified.

2. The following paragraph is amended as follows:

> "6. ASSIGNMENT AND SUBLETTING: Lessee shall not assign this lease or sublet any portion of the premises. Any such assignment or subletting shall be void and, at the option of Lessor, may terminate this lease. Notwithstanding any other provision of this Lease, Lessee may rent the facility or portions of the facility, outside the regular operational hours of the senior center, with prior written consent of the City Manager."

3. This Addendum Agreement shall be binding upon the parties hereto, their successors, representatives, heirs and assigns.

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

CITY OF TWIN FALLS, IDAHO

By_____
Mayor

_____
President, Twin Falls Senior Citizens Federation, Inc.

TWIN FALLS SENIOR CENTER
530 Shoshone Street West
208.734.5084
Twin Falls, Idaho 83301
208.733.1606 fax
tfseniorcenter@gmail.com

RECEIVED
MAY 13 2011
BY:

May 12, 2011

Mayor Don Hall
321 2nd Avenue East
Twin Falls, Idaho 83301

Dear Mayor,

The Twin Falls Senior Center would like to ask the City to modify Section 6 of our lease agreement to allow for other uses. Please advise us as to procedure.

Sincerely,

Diane Stevens

Diane Stevens
Executive Director
Twin Falls Senior Center

L E A S E

THIS LEASE, made and entered into the ___ day of July, 2002, by and between the City of Twin Falls, Idaho, hereinafter referred to as "LESSOR" and Twin Falls Senior Citizens Federation, Inc., hereinafter referred to as "LESSEE".

W I T N E S S E T H:

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. PROPERTY: Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, that certain real property known as the “Treasure Cove” and located in Twin Falls County, Idaho and described as follows:

> A parcel of land located in the SW1/4 of Section 16, Township 10 South, Range 17 E. B.M., Twin Falls County, Idaho, said parcel being a portion of Lots 4, 5 and 6, Block 153 of the Twin Falls Townsite, more particularly described as follows:
>
> BEGINNING at the Northwest corner of Lot 4, Block 153, Twin Falls Townsite; said point lies South 45°23’00” East 180.00 feet and South 44°37’00” West 40.00 feet from the intersection of Fifth Avenue West and Second Street West;
> THENCE South 45°23’00” East 135.00 feet along the Northeasterly boundary of Lots 4, 5 and 6 to a vacated alley right of way;
> THENCE South 44°37’00” West 110.00 feet along said vacated alley right of way;
> THENCE North 45°23’00” West 5.00 feet;
> THENCE South 44°37’00” West 15.00 feet to the Southwesterly boundary of said Lot 6;
> THENCE North 45°23’00” West 130.00 feet along the Southwesterly boundary of Lots 4, 5 and 6, Block 153, to the Southwest corner of Lot 4;
> THENCE North 44°37’00” East 125.00 feet to the POINT OF BEGINNING.

together with all improvements on said real property and all appurtenances, easements and rights of way.

2. TERM: The term of this lease shall commence on the 22nd day of July, 2002, and expire on the 31st day of December, 2022.

3. RENEWAL: This lease shall automatically renew on annual basis, until such time as either party gives thirty (30) days written notice of its intent to terminate the Lease. Any renewal shall be on the same terms and conditions as contained herein.

4. RENT: Lessee agrees to pay Lessor the sum of $1.00 per month, which shall be due and payable on the 1st day of each month in advance until January 1, 2003. If a Supplemental Levy Election to fund the cost of the purchase of this property is successful, then the monthly rental shall remain at $1.00 for the duration of this lease. If the Supplemental Levy Election is unsuccessful, then Lessee agrees to pay the cost of the purchase of this property. The monthly lease payment due and payable on the 1st day of each month in advance beginning January 1, 2003, shall be equal to the actual monthly cost to Lessor to finance the purchase of the subject property over twenty (20) years at the finance rate available on January 1, 2003. Lessee shall pay said lease rental promptly when due, and Lessor covenants and warrants that if said Lessee shall faithfully and fully discharge its obligations herein set forth, Lessee shall have and enjoy during the term of said Lease the quiet and undisturbed possession of the leased premises.

5. USE: The premises are to be used for a senior center and for no other purpose, without prior written consent of Lessor.

6. ASSIGNMENT AND SUBLETTING: Lessee shall not assign this lease or sublet any portion of the premises. Any such assignment or subletting shall be void and, at the option of Lessor, may terminate this lease.

7. ORDINANCES AND STATUTES: Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises shall, at the option of the Lessor, be deemed a breach hereof.

8. MAINTENANCE, REPAIRS, ALTERATIONS: Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at its own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required on the premises.

Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

No improvement or alteration of the premises shall be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee shall give Lessor at least two (2) days' written notice in order that Lessor may post appropriate notices to avoid any liability for liens.

9. ENTRY AND INSPECTION: Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

10. INDEMNIFICATION OF LESSOR: Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

11. INSURANCE: Lessee, at its expense, shall maintain public liability and property damage insurance insuring Lessee and Lessor with minimum coverage as follows:

$1,000,000 per person

$1,000,000 per occurrence

$1,000,000 property damage

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage.

To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights to subrogation which might otherwise exist.

12. UTILITIES AND TAXES: Lessee agrees that it shall be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the

premises, and shall pay all taxes, including, but not limited to real property taxes of the leased premises.

13. NET LEASE: It is agreed that this is a Net Lease and that Lessee will pay all costs and expenses and obligations of every kind and nature whatsoever relating to the demised premises which may arise or become due during the term of the lease.

14. SIGNS: Lessee shall not construct any projecting sign or awning without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

15. ABANDONMENT OF PREMISES: Lessee shall not vacate or abandon the premises at any time during the term hereof, and if Lessee shall abandon or vacate the premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee left upon the premises shall be deemed to be abandoned, at the option of Lessor.

16. TRADE FIXTURES: Any and all improvements made to the premises during the term hereof shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination hereof, remove all its trade fixtures, but shall repair or pay for all repairs necessary for damages to the premises occasioned by removal.

17. DESTRUCTION OF PREMISES: In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party.

In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement cost thereof, Lessor may elect to

terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

18. REMEDIES OF LESSOR ON DEFAULT: In the event of any breach of this lease by Lessee, Lessor may, at his option, terminate the lease and recover from Lessee: (a) the worth at the time of award of the unpaid rent which was earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform its obligations under the lease or which in the ordinary course of things would be likely to result therefrom.

Lessor may, in the alternative, continue this lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all his rights and remedies under the lease, including the right to recover the rent as it becomes due under the lease. If said breach of lease continues, Lessor may, at any time thereafter, elect to terminate the lease.

Nothing contained herein shall be deemed to limit any other rights or remedies which Lessor may have.

19. ATTORNEYS FEES: In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

20. NOTICES: Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.

Lessor's address:	City of Twin Falls P.O. Box 1907 Twin Falls, ID 83303-1907
Lessee's Address:	Twin Falls Senior Citizens Federation, Inc. 616 Eastland Drive Twin Falls, ID 83301

21. HOLDING OVER: Any holding over after the expiration of this lease, with the consent of Lessor, shall be construed as a month-to-month tenancy at same monthly rental rate paid prior to expiration, and such tenancy shall be in accordance with the terms hereof, as applicable.

22. TIME: Time is of the essence of this lease.

23. HEIRS, ASSIGNS, SUCCESSORS: This lease is binding upon and inure to the benefit of the heirs, assigns and successors in interest to the parties.

24. NONWAIVER BREACH: The failure of the Lessor to insist upon strict performance of any of the covenants and agreements of this Lease or to exercise any option herein conferred in any one or all instances, shall not be construed to be a waiver or relinquishment of any such covenant or agreement, but the same shall be and remain in full force and effect.

25. ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

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

"LESSOR"

_____

"LESSEE"

By_____
President

ATTEST:

_____

Secretary

Travis Rothweiler - Twin Falls Senior Center Use Agreements

From: Diane Stevens <tfseniorcenter@gmail.com>
To: <Trothweiler@tfid.org>
Date: 5/27/2011 3:28 PM
Subject: Twin Falls Senior Center Use Agreements

Travis,

Here are our current future use agreements for 2011:

One-Time Use:

May 28 Baptism Celebration
June 11 Wedding
June 18 Wedding
July 9 Baptism Reception
July 16 Wedding/Reception
July 23 Graduation Party
August 6 Quincineara
September 3 Quincineara
September 10 Birthday Party
September 24 Wedding/Reception

Weekly/Monthly Use:

Mon/Wed Weekly Martial Arts Classes
Tues/Thurs Weekly Painting Classes
Sundays Weekly MVUU Church Services
Thursdays Weekly Womens AA
Various days, weekly Bridge and Pinochle groups
One day/month Idaho Commission on the Blind
One day/month SHIBA Training Classes

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Diane Stevens, Executive Director
Twin Falls Senior Center
530 Shoshone Street West
Twin Falls ID 83301