

City of Fayetteville Staff Review Form

2019-0199

Legistar File ID

4/16/2019

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Summer Fallen

3/27/2019

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests a resolution to approve and allow the Mayor to sign a terminal lease amendment between the City of Fayetteville and the United States Postal Service.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	NA	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF APRIL 16, 2019

TO: Mayor Lioneld Jordan and City Council
THRU: Don Marr, Chief of Staff
FROM: Summer Fallen, Airport Services Manager
DATE: March 27, 2019
SUBJECT: **United States Postal Service lease amendment**

RECOMMENDATION:

Staff requests a resolution to approve and allow the Mayor to sign a lease amendment between the City of Fayetteville and United States Postal Service.

BACKGROUND:

The 2,100 sq. foot terminal space is at 4500 S School Ave Ste. P, Greenland, AR 72737. It is currently occupied by the United States Postal Service.

DISCUSSION:

The United States Postal service signed a lease that was passed on July 6th, 2004 for a ten-year lease with two five-year renewal options. The proposed amendment will be the second five-year renewal.

BUDGET/STAFF IMPACT:

This lease will provide \$27,648.00 in revenue annually to the airport.

Attachments:

Staff Review Form
City Council Memo
Lease Amendment



Lease Amendment

Facility Name/Location
MAIN POST OFFICE (043663-002)
4500 S SCHOOL AVE STE P, GREENLAND, AR 72737-8801

Amendment No: 001
Lease: go0000141850

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 07/06/2004, whereby there is leased to the Postal Service the above-described facility.

WHEREAS, the Postal Service desires and Landlord is willing to amend the Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, effective on the date this document is executed by the Postal Service.

1. The Lease at Paragraph 4. Renewal Options are hereby amended as follows:

The Annual Rent for the Second Renewal Option for the period 02/17/2020 through 02/16/2025 shall be \$27,648.00.

The parties agree that notwithstanding any notice requirements to the contrary, for the purpose of exercising the Second renewal option the Postal Service's execution of this Lease Amendment shall be a legally sufficient exercise of the Second renewal option.

In all other respects, the Lease shall remain the same and is hereby confirmed.



Lease Amendment

EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: City of Fayetteville

_____ Name & Title	_____ Name & Title
_____ Name & Title	_____ Name & Title
_____ Name & Title	_____ Name & Title
_____ Name & Title	_____ Name & Title

Landlord's Address: CITY OF FAYETTEVILLE
% AVIATION & ECONOMIC DEV
4500 S SCHOOL AVE STE F
FAYETTEVILLE, AR Zip+472701-8016

Landlord's Telephone Number(s): (479) 718 - 7642

Federal Tax Identification No.: XX-XXX8462

_____ Witness	_____ Witness
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- a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

<u>Terrence P Brennan</u> Contracting Officer	_____ Signature of Contracting Officer
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Western FSO 7500 E 53RD PL RM 1108, DENVER, CO 80266-9918
Address of Contracting Officer