


**CITY OF MARYSVILLE AGENDA BILL  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 24, 2019**

<b>AGENDA ITEM:</b>	
Marysville Little League Lease Amendment	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b> 
Jim Ballew	
<b>DEPARTMENT:</b>	
Parks, Culture and Recreation	
<b>ATTACHMENTS:</b>	
Lease Amendment	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The existing Lease Agreement between the city and Marysville Little League is currently set to expire on June 30, 2019. Staff is requesting an Amendment to the Lease extending the Lease to September 30, 2019. Upon expiration the city will begin making improvements with a complete renovation to the site. A new Lease will be negotiated during this time.

**RECOMMENDED ACTION:**

Staff recommends the City Council consider authorizing the Mayor to sign the First Amendment to Lease Agreement between the City and Marysville Little League extending the current lease to September 30, 2019.

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF  
MARYSVILLE AND THE MARYSVILLE LITTLE LEAGUE**

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (“Amendment”) is made and entered into as of the last signature date set forth below, by and between the City of Marysville, a Washington state municipal corporation (“City”) and the Marysville Little League, a Washington state nonprofit corporation (“Lessee”).

WHEREAS, the parties hereto have previously entered into a lease agreement dated January 31, 2019 (“Lease Agreement”) attached hereto as **Exhibit 1**, whereby the City agreed to lease to Lessee those certain premises described in the Lease Agreement;

WHEREAS, the term of the Lease Agreement expires on June 30, 2019;

WHEREAS, the parties desire to extend the term of the Lease Agreement to September 30, 2019;


NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

1. The term of the Lease Agreement is amended so that the term will terminate on September 30, 2019.

2. Each and every provision of the Lease Agreement shall remain in full force and effect, except as modified herein.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date written below.

MARYSVILLE LITTLE LEAGUE:

  
\_\_\_\_\_  
By:  
Its:

6-12-19  
Date

CITY OF MARYSVILLE:

\_\_\_\_\_  
Jon Nehring, Mayor

\_\_\_\_\_  
Date

ATTEST/AUTHENTICATED

\_\_\_\_\_  
Tina Brock, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Mayor Jon Nehring is the person who appeared before me, to me known to be the Mayor of the City of Marysville, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Notary Signature)

\_\_\_\_\_  
(Print Name)

NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Residing at (city): \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ (title) of the Marysville Little League, a Washington nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Notary Signature)

\_\_\_\_\_  
(Print Name)

NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Residing at (city): \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## Exhibit 1

### LEASE AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND THE MARYSVILLE LITTLE LEAGUE

**THIS LEASE AGREEMENT** (“Agreement”) is made and entered into as of the last signature date set forth below, by and between the City of Marysville, a Washington state municipal corporation (the “City”) and the Marysville Little League, a Washington state nonprofit corporation (the “Lessee”).

**WHEREAS**, the parties hereto previously entered into a lease agreement dated February 9, 2009 (the “Prior Lease”), whereby the City agreed to lease to Lessee those certain premises described in **Exhibit A** (the “Premises”); and

**WHEREAS**, the term of the Prior Lease expired on December 31, 2018; and

**WHEREAS**, the parties desire to enter into a new lease agreement for the Premises under the same terms of the Prior Lease except for the date of termination, which will instead be June 30, 2019.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, and performances contained herein, the City and Lessee agree as follows:

1. The City agrees to lease to Lessee, and Lessee agrees to lease from the City, the Premises described in **Exhibit A**.

2. This Agreement will be governed by the terms of the Prior Lease, attached as **Exhibit B**, except for the date of termination of the Prior Lease.

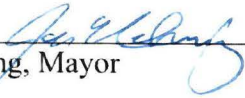
3. The term of this Agreement will commence on the last signature date set forth below, and terminate on June 30, 2019.

4. The recitals and attached exhibits are incorporated into the terms of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the last date written below.

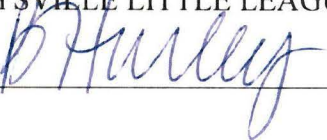
[SIGNATURES ON FOLLOWING PAGE]

CITY OF MARYSVILLE:

  
\_\_\_\_\_  
Jon Nehring, Mayor

1/29/19  
\_\_\_\_\_  
Date

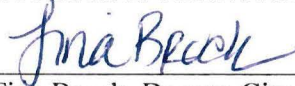
MARYSVILLE LITTLE LEAGUE:

  
\_\_\_\_\_  
By:


1/31/19  
\_\_\_\_\_  
Date

Its:

ATTEST/AUTHENTICATED

  
\_\_\_\_\_  
Tina Brock, Deputy City Clerk

Approved as to form:

  
\_\_\_\_\_  
Jon Walker, City Attorney

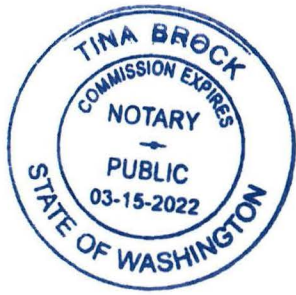
**EXHIBIT A**  
**LEASE PREMISES**

Commencing at point 100 feet east of where the North side of 10<sup>th</sup> Street intersects the East side of Beach Street in the Edward Steele's Suburban Addition to Marysville; thence North 300 feet; thence East 267 feet to the West side of Cedar Street; thence South 300 feet; thence West along the North side of 10<sup>th</sup> Street 267 feet to a point of beginning, situate in the City of Marysville, County of Snohomish, State of Washington.

The baseball field portion of the above-described property to include concession stand, seating, and adjacent on-site parking.

STATE OF Washington )  
 )ss.  
COUNTY OF Snohomish )

I certify that I know or have satisfactory evidence that Mayor Jon Nehring is the person who appeared before me, to me known to be the Mayor of the City of Marysville, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.



Dated this 29 day of January, 2019

Tina Brock  
\_\_\_\_\_  
(Notary Signature)  
Tina Brock  
\_\_\_\_\_  
(Print Name)

NOTARY PUBLIC in and for the State of Washington  
Residing at (city): Stanwood  
My commission expires: 03/15/2022

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ (title) of the Marysville Little League, a Washington nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Notary Signature)  
\_\_\_\_\_  
(Print Name)

NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Residing at (city): \_\_\_\_\_  
My commission expires: \_\_\_\_\_