

1
2 **Resolution Relating to**
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RESOLUTION

Sponsor(s): Councilors Keogh, Wright Paul, Mulvaney-Stanak, Bd. of

Finance
Introduced: 12/19/11

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

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6 **AUTHORIZATION TO EXECUTE**
7 **SUPPLEMENTAL AGREEMENT NO. 1 TO**
8 **TSA LEASE NO. LVT04752 RELATED**
9 **TO OFFICE RENTAL SPACE AT BURLINGTON**
10 **INTERNATIONAL AIRPORT**
11

12
13 **CITY OF BURLINGTON**

14 In the year Two Thousand Eleven.....

15 Resolved by the City Council of the City of Burlington, as follows:

16
17 That ~~WHEREAS, the City of Burlington ("City") owns and operates the Burlington~~
18 ~~International Airport in South Burlington, Vermont ("Airport"); and~~

19 WHEREAS, the City has leased office space throughout the Airport for use by the
20 Transportation Security Administration ("TSA") under Agreement No. LVT04752 ("Lease"), the
21 most current amendment to which was effective July 1, 2010, and

22 WHEREAS, the TSA now wants to lease an additional space totaling 745 square feet in
23 the Airport terminal building in support of its operations pursuant to Lease Agreement No.
24 LVT04752, at the rental rate of \$41,943.50 per year, bringing the total of the TSA leased area to
25 2,826 square feet at the total rental rate of \$148,074.50 per year as described in proposed
26 Supplemental Agreement No. 1., a copy of which is attached hereto ("Agreement"), and with the
27 same June 30, 2013 expiration date of the original lease;

28 NOW THEREFORE BE IT RESOLVED, that upon the December 5, 2011
29 recommendation of the Board of Finance, the Mayor of the City of Burlington Bob Kiss, be and
30 hereby is authorized to execute Supplemental Agreement No. 1 to Lease No. LVT04752 between
31 the TSA and the City of Burlington., and such other documents as will be required for the lawful
32 culmination of the Agreement, all subject to the prior approval of the Chief Administrative
33 Officer and the City Attorney as necessary.
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Resolution Relating to

**AUTHORIZATION TO EXECUTE
SUPPLEMENTAL AGREEMENT NO. 1 TO
TSA LEASE NO. LVT04752 RELATED
TO OFFICE RENTAL SPACE AT BURLINGTON
INTERNATIONAL AIRPORT**

NAME/PURPOSE OF CONTRACTS:	Office Space Rental Agreement
ADMINISTRATING DEPARTMENT:	Airport
CONTRACT TERM:	January 1, 2012- June 30, 2013
ANTICIPATED GRANT AMOUNTS:	N/A
SOURCE OF FUNDS:	N/A
FISCAL YEAR:	2012-2013
ACCOUNT NAME:	Terminal Rent
ACCOUNT NUMBER:	35002-44076

200000- Resolution-TSA Supp. Lease #1

NOV 17 2011



GSA Public Buildings Service

November 16, 2011

VIA UNITED PARCEL SERVICE

Robert McEwing
Interim Director of Aviation
Burlington International Airport
1200 Airport Drive, #1
South Burlington, VT 05403

RE: Secondary Revision to Supplemental Lease Agreement No. 1 to GSA Lease No. LVT04752

Burlington International Airport, 1200 Airport Drive, S. Burlington, VT
Transportation Security Administration

Dear Mr. McEwing:

Enclosed herein is the secondary revision to Supplemental Lease Agreement No. 1 to lease number LVT04752 addressing the Transportation Security Administration's acquisition of additional rental space located in the Burlington International Airport terminal building. **The purpose of this revision is to remove office room number 283, totaling 198 square feet, from the expansion.** The anticipated lease commencement date for this additional space is now January 1, 2011, but this date may vary slightly depending on the construction schedule and any potential delays.

Please review and sign the Supplemental Lease Agreement and initial the attached "Exhibit A" and return two (2) original signed/initialed copies by COB on November 30, 2011 to the following address:

Attn: Jenkin E. Cagwin
U.S. General Services Administration
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 1010
Boston, MA 02222

Should you have any questions regarding this Supplemental Lease Agreement, please do not hesitate to contact me at 617-565-6268 or at Jenkin.Cagwin@gsa.gov.

Sincerely,

A handwritten signature in cursive script that reads "Jenkin E. Cagwin".

Jenkin E. Cagwin
Leasing Specialist

Enclosures

cc: Thomas J. McNaughton
Tina Reposa

New England Region
General Services Administration
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 1010
Boston, MA 02222
www.gsa.gov

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT DATE

NO. 1

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

LVT04752

ADDRESS OF PREMISES

1200 Airport Drive, South Burlington, VT 05403

THIS AGREEMENT, made and entered into this date and between

The City of Burlington, VT

whose address is

c/o Office of Airport Manager, Burlington International Airport
1200 Airport Drive, #1, South Burlington, VT 05403

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above

Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended, effective _____, as follows:

1. To add 745 Rentable Square Square Feet (RSF), 745 Usable Square Feet (USF) identified as room numbers 282 & 284 on the second floor and conference room number 3 located on the first floor shown on Exhibit A (attached). The total square footage occupied by the Government under this lease is 2,826 RSF/2,826 USF.

2. The new Annual Rent effective _____ will be \$148,074.50, calculated as follows:

The current annual rent of \$ 106,131.00 plus,

- Room number 282 totalling 150 RSF/ 150 USF equal to \$8,445.00 annually, equal to \$703.75 monthly.
- Room number 284 totalling 145 RSF/ 145 USF equal to \$8,163.50 annually, equal to \$680.29 monthly.
- Conference room number 3 totalling 450 RSF/ 450 USF equal to \$25,335.00 annually, equal to \$2,111.25 monthly.

The Lessor will require sporadic, limited access and use of conference room #3. The Lessor agrees to request access of Conference Room #3 with at least one (1) business day notice to the tenant agency prior to the desired date of use.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR

BY _____

(Signature)

(Title)

IN PRESENCE OF _____

(Signature)

(Address)

UNITED STATES OF AMERICA

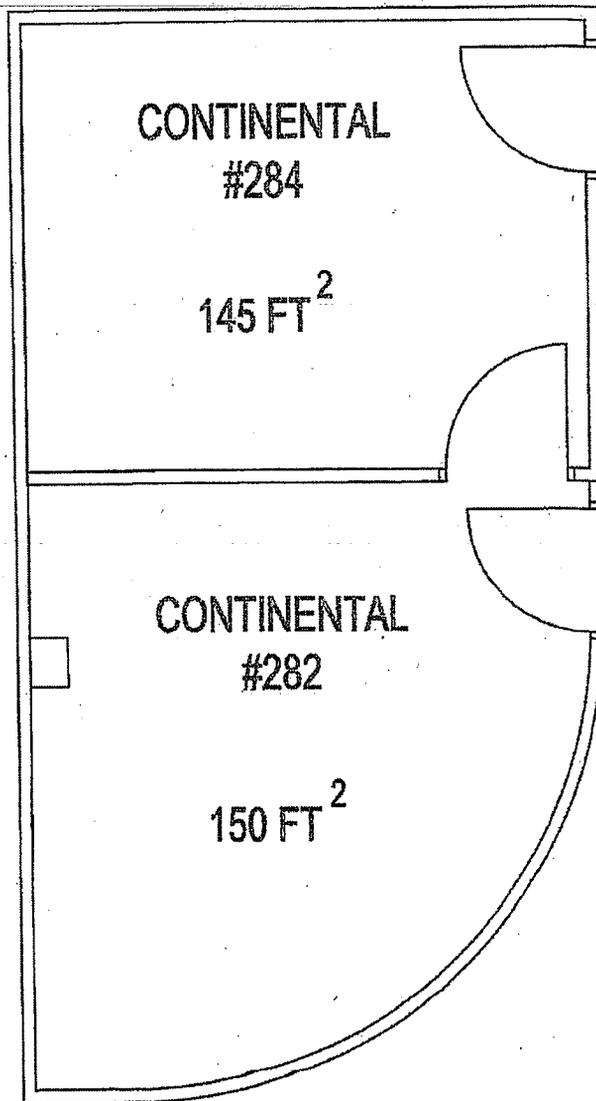
BY _____

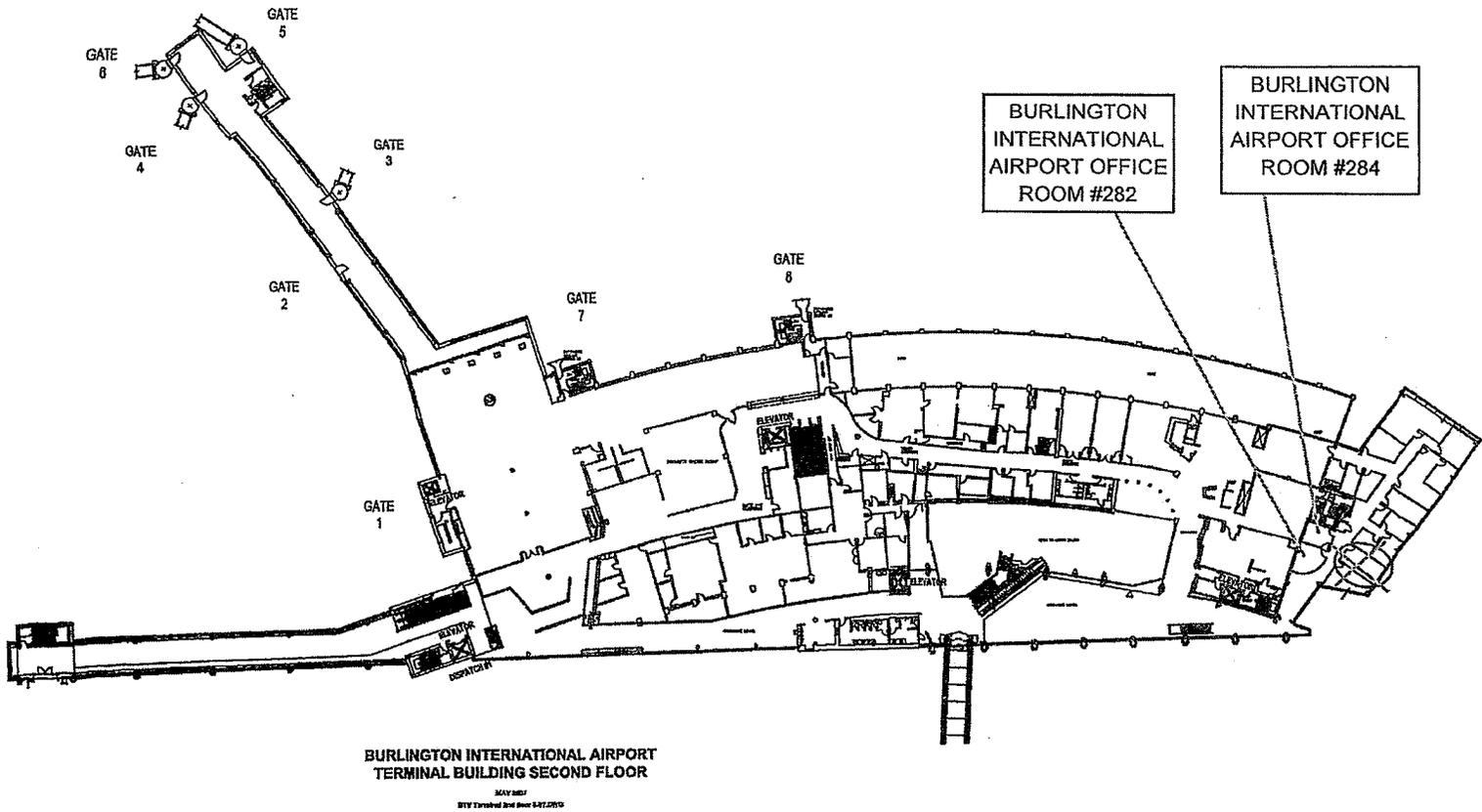
(Signature)

(Official Title)

BURLINGTON INTERNATIONAL AIRPORT
TERMINAL BUILDING-SOUTH
OFFICE #282 & 284 LEASE AREA
EXHIBIT A

APPROXIMATELY: 295 FT²





Initials: _____ & _____
Lessor Gov't

