RESOLUTION NO. 16-123

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "SECOND AMENDMENT TO LEASE AGREEMENT" BETWEEN THE CITY AND THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT (FORMERLY KNOWN AS MONROE COUNTY MOSQUITO CONTROL DISTRICT) FOR THE PROPERTY LOCATED AT 5224 COLLEGE ROAD; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, a Lease Agreement was executed on May 6, 1959, and in Resolution No. 77-62, the City Commission approved an extension of Lease Agreement between the City and the Mosquito Control District through May 5, 2014; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Second Amendment to Lease Agreement, extending the Lease Agreement between the City and the Florida Keys Mosquito Control District, upon specific terms and conditions, through March 31, 2018, is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and a	adopted by the City Commis	sion at a	meeting h	eld
this <u>5th</u> day	of, 2016.			
Authenticate	ed by the Presiding Offi	cer and C	lerk of	the
Commission on	oth day of April	_, 2016.		
Filed with t	the Clerk onApril 6		2016.	
Ma	yor Craig Cates	Yes	_	
Co	ommissioner Sam Kaufman	No	-	
Co	mmissioner Clayton Lopez	Yes	-	
Co	mmissioner Richard Payne	Yes	_	
Co	ommissioner Margaret Romero	Yes	_	
Co	ommissioner Billy Wardlow	Yes	_	
Co	ommissioner Jimmy Weekley	Yes	-	

CRAIG CATES, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

EXECUTIVE SUMMARY

TO: City Commission

FR: Jim Scholl

DT: March 21, 2016

RE: Lease Amendment for the Florida Keys Mosquito Control District Building

ACTION STATEMENT:

This is a request to enter into a lease amendment to extend the lease with the Florida Keys Mosquito Control District for the building parcel located at 5224 College Road.

BACKGROUND:

The City previously entered into a lease agreement at this location in support of the Mosquito Control operations. The first extension of the lease for the building parcel expired May 5, 2014. Therefor in an effort to provide continued support during the period contemplated for the construction and re-location of new Mosquito Control District facilities a lease extension is proposed as follows:

Premises:

Office

7,392 Square Feet

Garage

2,399 Square Feet

Lab/Warehouse

1,228 Square Feet

Term:

Beginning with the expiration of the lease extension on May

5, 2014 and terminating March 31, 2018.

Transition Period:

The FKMCD shall cease operations on December 31, 2017 and shall have three months to vacate the premises beginning January 1, 2018 and ending March 31, 2018.

Rent:

The Rent for the lease extension period shall be \$1.00 per

each year of the term.

Retroactive Rent:

In the event that the FKMCD continues to occupy any portion of the premises beyond the transition period, market rate rent will be charged retroactively to April 1, 2016

through March 31, 2018.

Hold over Rent:

Pursuant to Florida Statute Section 83.06 FKMCD will be liable for double the market rate for the period beginning on April 1, 2018 and continuing through the date that FKMCD vacates the premises.

Market Rate Rent: Current market rental rates have been provided by an independent appraisal company and an annual blended rate

will be utilized based upon the following values:

Office -7,392 Square Feet @ \$28.00 per square foot Garage - 2,399 Square Feet @ \$16.00 per square foot Lab/Warehouse - 1,228 Square Feet @ \$16.00 per square foot

RECOMMENDATION:

Staff recommends the continued support of the use of the premises as proposed while the Mosquito Control District completes construction and re-location to new facilities.

ATTACHMENTS:

Second Amendment to Lease Lease Extension Agreement - June 6, 1977 Lease - May 6, 1959

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (hereinafter referred to as "Second Amendment") is made this 7th day of 4000, 2016, by and between THE CITY OF KEY WEST, a municipal corporation (hereinafter referred to as "Lessor"), whose address for purposes of notice is P.O. Box 1409, Key West, FL 33041, and the FLORIDA KEYS MOSQUITO CONTROL DISTRICT, formerly known as the Monroe County Mosquito Control District and the Monroe County Anti-Mosquito District, a political subdivision of the State of Florida, (hereinafter referred to as "Lessee"), whose address for purposes of notice is 5224 College Road, Florida, 33040.

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Lease (hereinafter referred to as "Lease Agreement") on the 6st day of May, 1959; and

WHEREAS, on the 6th day of June, 1977, the term of the Lease Agreement was extended to May 5, 2014, pursuant to a Lease Extension Agreement (hereinafter referred to as "First Amendment"); and

WHEREAS, the parties desire to extend the term of the Lease Agreement for a period of time to enable the Lessee to relocate its operations as well as amend certain provisions of the Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

- The foregoing recitations of fact are true and correct and incorporated herein by this reference.
- 2. That certain unnumbered provision in the Lease Agreement providing for a term of twenty (20) years, as modified by the First Amendment, is hereby deleted in its entirety and replaced with the following:

"The term of this Lease Agreement is hereby extended from May 5, 2014, through and including March 31, 2018."

 The Lease Agreement is hereby amended by the addition of a paragraph styled No. 7 to provide as follows: "The Lessee shall cease operations at the demised premises no later than December 31, 2017. No later than January 1, 2018, the Lessee shall commence the removal of Lessee's personal property from the demised premises, and Lessee shall complete the removal of Lessee's personal property and vacate the demised premises no later than March 31, 2018."

4. Paragraph 1 of the Lease Agreement is deleted in its entirety and replaced with the following:

"Lessee shall pay Lessor rent in the amount of \$1.00 per year payable on the 6th day of May for each year of this Lease Agreement. In the event Lessee continues to occupy any portion of the demised premises beyond March 31, 2018, Lessee shall be liable to Lessor for market rate rent retroactive to April 1, 2016, through the date that Lessee vacates the demised premises unless the term is extended by the Lessor due to an unforeseen act of God. Further, pursuant to section 83.06, Florida Statutes, Lessee shall be liable to Lessor for double the market rate rent for the period beginning on April 1, 2018, and continuing through the date Lessee vacates the demised premises unless the term is extended by the Lessor due to an unforeseen act of God. The annual market rate for the 7,392 square feet which comprise the office area shall be calculated at \$28.00 per square foot. The annual market rate for the 2,399 square feet which comprise the garage area shall be calculated at \$16.00 per square foot. The annual market rate for the 1,228 square feet which comprise the lab/warehouse area shall be calculated at \$16.00 per square foot."

5. This Second Amendment may be executed in counterparts. Except as expressly modified by this Second Amendment, all terms and conditions of the Lease Agreement, as modified by the First Amendment, remain in full force and effect, and binding upon the parties in accordance with its terms. In the event of any conflict between the terms of the Lease Agreement and the terms of this Second Amendment, the terms of this Second Amendment shall control. Lessee further represents and warrants it is not in default of any of the conditions or covenants of the Lease Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this day of April , 2016.

[SIGNATURE PAGES FOLLOW]

Cheryl Smith, City Clerk	By: Scholl
FLORIDA	Its: Cor Musagor
WITNESSES:	
Pertia Mavagas	
Signature of Witness	
Printed Name of Witness	
man : Palar 11	
Maria Rateuph	
Signature of Witness	
Printed Name of Witness	
STATE OF FLORIDA	
COUNTY OF MONROE	
TI 6	nowledged before me this 7th day of April , 20
The foregoing instrument was ack	of The City of Key W
municipal corporation, who is pers	s City Murger, of The City of Key W
as identification.	
ao identification	
(Notary Seal)	1

WITNESSES:

Signature of Witness

BKWE L HOUDEW

Printed Name of Witness

Signature of Witness

Iamny Hollander

Printed Name of Witness

FLORIDA KEYS MOSQUITO CONTROL DISTRICT

Michael Doyle, its Executive Director

STATE OF FLORIDA COUNTY OF MONROE

The foregoing instrument was acknowledged before me this day of April 2016, by Michael Doyle, as Executive Director of Florida Keys Mosquito Control District, who is personally known to me or has produced as identification.

(Notary Seal)

Notary Public, State of Florida
Print Name: Patricia A Mousseau

My Commission Expires:

PATRICIA A MOUSSEAU
MY COMMISSION # FF 935729
EXPIRES: March 12, 2020
Bended Thru Notary Public Underwitters

RESOLUTION NO. 77-62

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE EXTENSION AGREEMENT BETWEEN THE CITY OF KEY WEST, FLORIDA AND THE MONROE COUNTY MOSQUITO CONTROL DISTRICT

BE IT RESOLVED by the City Commission of the City of Key West, Florida, as follows:

That the attached Lease Extension Agreement between the City of Key West, Florida and the Monroe County Mosquito Control District be and the same is hereby approved, and the Mayor of the City of Key West, Florida be and he is hereby authorized, empowered and directed to execute the said Lease Extension Agreement for and on behalf of the City of Key West, and the City Clerk of said City be and he is hereby authorized, empowered and directed to attest the signature of the said Mayor on the said Lease Extension Agreement and affix the seal of the City thereto. The execution of said Lease Extension Agreement is hereby directed to be made in as many counterparts as may be desired or necessary.

This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 6^{77} day of June, A.D. 1977.

MAYOR CHARLES MCCOY

ATTEST:

LEASE EXTENSION AGREEMENT

THIS AGREEMENT, made and entered into in duplicate, this

6th day of June, 1977, by and between the City of Key West,

Florida, hereinafter sometimes called "City", a municipal corporation duly created, organized and existing in the County of Monroe,

Florida, by and under the Constitution and laws of the State of

Florida, acting by and through its Mayor, and Monroe County

Mosquito Control District, hereinafter sometimes called the

"District", a political subdivision of the State of Florida,

WHEREAS, the City of Key West, Florida, as lessor and the Monroe County Mosquito Control District, formerly known as the Monroe County Anti-Mosquito Control District, as lessee, entered into a lease dated May 6, 1959, for a term of twenty (20) years expiring on the fifth day of May, 1979, concerning the following described premises:

The following described premises situate, lying and being on the Island of Stock Island, in the City of Key West, Monroe County, State of Florida, to-wit:

Starting on a tangent line at Station 5, as noted on the plat prepared by E.R. McCarthy, Registered Surveyor #645, dated May 24, 1957; thence in a southerly direction from starting point along the front property line of the Key West Humane Society property for a distance of 150 feet to a point; thence turn 90 degrees in an easterly direction for 200 feet along the southerly property line of the Key West Humane Society, to the place of the beginning; thence continuing along this line extended in an easterly direction 100 feet to the westerly property line of the Florida Keys Aqueduct Commission; thence turn 90 degrees in a southerly direction along the property line of the Florida Keys Aqueduct Commission, 239.20 feet; thence turn 90 degrees in a westerly direction 100.18 feet to a point; thence turn 90 degrees in a northerly direction 232.21 feet to the place of beginning,

WHEREAS, on the 16th day of June, 1975, the Monroe County
Mosquito Control District entered into a Lease Extension Agreement
with the City of Key West, Florida, extending the original lease
for a period of twenty years, and

WHEREAS, the Monroe County Mosquito Control District is now desirous of extending the above referred to lease with the City of Key West, Florida, for a total of thirty-five years from the date of expiration of the original lease, a copy of which lease is attached hereto and made a part hereof and identified as Exhibit "A" as though fully set forth herein in its entirety; and

WHEREAS, the City of Key West, Florida, has no objections to extending the above referred to lease presently in existence between the parties hereto,

NOW, THEREFORE, it is agreed as follows:

- 1. That the Lease Extension, Agreement dated the 16th day of June, A.D. 1975, is hereby declared to be null and void.
- 2. That the City of Key West, Florida, hereby extends the term of the lease presently existing between the City of Key West, Florida, a municipal corporation, and the Monroe County Mosquito Control District, formerly the Monroe County Anti-Misquito District, for an additional thirty-five years (35), commencing on the 6th day of May, 1979, for a term of thirty-five (35) years next ensuing, said lease subject to all of the covenances and conditions in the presently existing above referred to lease.

IN WITNESS WHEREOF, the City has caused this Lease Extension Agreement to be executed in its behalf by its Mayor and the corporate seal of said City to be hereunto affixed and attested by its City Clerk, and the District has cuased this Lease Extension Agreement to be executed in its behalf by the Chairman of its Board of Commissioners and its seal to be hereunto affixed, attexted by its Secretary, all as of the 6th day of June, A.D. 1977.

THE CITY OF KEY WEST, FLORIDA

(SEAL)

(SEAL

WAYOR CHARLES MCCOY

MONROE COUNTY MOSQUITO CONTROL DISTRICT

SEAL

LESSELLE CHAIRMAN CUTUS

ATTEST:

SECRETARY

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N. YEAR SILE

LEASE

THIS INDENTURE, Made and entered into, in duplicate, this

ANAY

day of April, A. D. 1959, by and between THE CITY OF KEY

WEST, FLORIDA (hereafter sometimes called the "CITY"), a municipal corporation duly created, organized and existing in the County of

Monroe, Florida, by and under the Constitution and laws of the State of

Florida, acting by and through its Mayor, and MONROE COUNTY

ANTI-MOSQUITO DISTRICT (hereafter sometimes called the "DISTRICT"),

a political subdivision of the State of Florida,

WITNESSETH, that the City by these presents leases unto said District the following described premises situate, lying and being on the Island of Stock Island, in the City of Key West, Monroe County, State of Florida, to-wit:

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Starting on a tangent line at Station 5, as noted on the plat prepared by E. R. McCarthy, Registered Surveyor #645, dated May 24, 1957; thence in a southerly direction from starting point along the front property line of the Key West Humane Society property for a distance of 150 feet to a point; thence turn 90 degrees in an easterly direction for 200 feet along the southerly property line of the Key West Humane Society, to the place of beginning; thence continuing along this line extended in an easterly direction 100 feet to the westerly property line of the Florida Keys Aqueduct Commission: thence turn 90 degrees in a southerly direction along the property line of the Florida Keys Aqueduct Commission, 239.20 feet; thence turn 90 degrees in a westerly direction 100.18 feet to a point; thence turn 90 degrees in a northerly direction 232,21 feet to the place of beginning.

District from the day of April, A. D. 1959, for a term of twenty (20) years then next ensuing, said lease being under the following terms and conditions:

1. The District yielding and paying unto the said City the total

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rental of Twenty Dollars (\$20.00) for the term of twenty (20) years, said sum to be payable as follows:

- a. \$1.00 payable upon the execution and delivery of this Lease, which sum is to cover the yearly rental for the first year of this Lease and \$1.00 on the day of April, A. D. 1960, and \$1.00 on the day of April of each and every year during the remainder of the term of this Lease.
- Z. It is further understood and agreed by and between the City and the District that the District will:
 - a. Use said promises for a headquarters building for said District.
 - b. Pay the rent herein reserved at the time and in the manner as stated herein.
 - Make no improper, unlawful or offensive use of said premises.
 - d. Will pay any and all charges for gas, electricity, water, garbage disposal, and fuel, if any, and all installation charges for same.
 - e. At its own expense, keep and maintain all plumbing and pumps, if any there be, and maintain and keep clean the premises.
 - f. Permit the City or its agent to enter upon the leased premises at all reasonable times for the purpose of viewing and inspecting the condition thereof.
 - g. During the term of this Lease, save and keep the City harmless against any and all liability resulting from injuries to person or property on or about the leased premises by reason of its occupancy or use thereof and will carry the necessary public liability insurance for said purpose.
 - h. At the expiration of the term of this lease, without demand, quietly and peaceably deliver up full possession of said premises in as good condition as they now are, damage or destruction by fire and the elements only excepted.
- 3. The City hereby covenants with the District that upon the performance by the District of the covenants and agreements hereinbefore set forth, the City will permit the District to quietly hold and onjoy the demised premises without any interruptions by the City or by any person or persons claiming by, through or under it.

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- 4. It is mutually understood, covenanted and agreed by and between the parties hereto as follows:
 - a. That default on the part of the District for a period of thirty (30) days in making any of the payments of rent herein reserved from the date the same shall severally become due and payable shall immediately and thereupon terminate any and all of the rights of the District under this Lease.
- 5. In the event the District ceases to use the leased premises for a headquarters for said District, this Lease shall at that time become null and void and of no force and effect and the City shall have the right to reenter and take full possession of said premises without any Court action, and all capital improvements, including buildings, shall revert to the City.
- .6. The District hereby agrees that it will indemnify the City and hold the said City harmless against and from any and all liability resulting from injuries to persons or property in or about the leased premises by reason of any accident connected in any manner with the operation thereof by the District and will procure adequate public liability insurance therefor.

IN WITNESS WHEREOF, the City has caused this Lease to be executed in its behalf by its Mayor and the corporate seal of said City to be hereunto affixed and attested by its City Clerk, and the District has caused this Lease to be executed in its behalf by the Chairman of its Board of Commissioners and it sseal to be hereunto affixed, attested by its Secretary, all as of the day of April, A. D. 1959.

THE CITY OF KEY WEST, FLORIDA

By: An Milis

City Clerk

(SEAL)

Attout:

MONROE COUNTY ANTI-MOSQUITO DISTRICT

y: Usland W. Moeller

College Pour View

STATE OF FLORIDA

COUNTY OF MONROE

Before me, the undersigned Norman D Culman.

a Notary Public at Large, personally came Dr. Delio Cobe and Victor Lowe, to me personally known to be the individuals described in and who executed the foregoing Lease and to be respectively the Mayor and City Clerk of The City of Key West, Florida, a municipal corporation in Monroe County, Florida, and each of them, the said Dr. Delio Cobe, as Mayor, and Victor Lowe, as City Clerk of said The City of Key West, Florida, did acknowledge to me that he executed said instrument in behalf of and as the free act and deed of said The City of Key West, Florida, for the uses and purposes therein set forth and each acknowledged the same to be his true and lawful act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day of April, A. D. 1959, at Key Wash, said County and State.

Notary Public, State of Florida at Labring Notary Public, State of Florida at Labring of Marida of large Notary Public, State of Florida at Labring of Marida of large Notary Public, State of Florida at Labring of Marida of large Notary Public, State of Florida at Labring of Marida of large Notary Public, Space of Marida of large Notary Public, State of Florida at Labring of Marida of large Notary Public, State of Florida at Labring of Marida of large Notary Public, State of Florida at Labring of Marida of large Notary Public, State of Florida at Labring of Marida of large Notary Public, State of Florida at Labring of Marida of large Notary Public, State of Florida at Labring of Marida of large Notary Public, State of Florida at Labring of Marida of large Notary Public, State of Florida at Labring of Marida of large Notary Public, State of Florida at Labring of Marida of large Notary Public, State of Florida at Labring of Marida of large Notary Public, State of Florida at Labring of Marida of large Notary Public, State of Florida at Labring of Marida of large Notary Public, State of Florida at Labring of Marida of large Notary Public, State of Florida at Labring of Marida of large Notary Public, State of Florida at Labring of Marida of large Notary Public, State of Florida at Labring of Marida of large Notary Public, State of Florida at Labring of Marida of Marida of Marida of Marida of Marida of

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STATE OF FLORIDA,

COUNTY OF MONROE,

Before me, the undersigned Charo C. Skaggs a Notary Public, State of Florida at Large, personally came and Clyde C. Jordan Albert W. Moeller to me personally known to be the individuals described in and who executed the foregoing Lease and to be respectively Vice Chairman of the Board of Commissioners and Secretary of the Monroe County Anti-Mosquito District, a political subdivision of the State of Florida, and each and Clyde C. Jordan, of them, the said Albert W. Moeller did acknowledge to me that he executed the said instrument in behalf of and as the free act and deed of said Monroe County Anti-Mosquito District for the uses and purposes therein set forth and each acknowledged the same to be his true and lawful act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 6th day of May., A. D. 1959, at Key West, said County and State.

otary Public, State of Florida at Large.

My commission expires: 8-15-67
171.556
LEGY ALD IN CATHOLIAE RECORD BOOK
LEGAR R. ADAMS

CITRE OF CHICHIT COURT

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PRODUCER AMMIA, Inc., a Risk Retention "Purchasing Group" qualified under the Risk Retention Act			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
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								COMPANY
				KEY WEST, FL 330	COMPANY			
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ATTN: JOSEPHINE PARKER CITY OF KEY WEST CITY HALL/ANGELA ST KEY WEST FL 33040		30 DAYS	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 3.0. DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE					
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