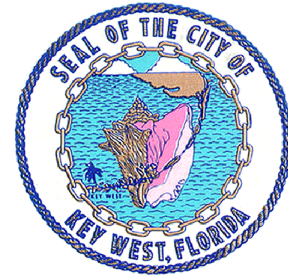


EXECUTIVE SUMMARY



TO: City Commission

CC: Bogdan Vitas

FR: David Fernandez
Marilyn Wilbarger, RPA, CCIM

DT: March 11, 2014

RE: Amended and Restated Lease Agreement and Joint Participation Agreement
with Monroe County for the Animal Control Premises

ACTION STATEMENT:

This is a request to approve an amended and restated lease agreement, and joint participation agreement with Monroe County providing for the re-location to another parcel of land owned by the City and utilized by the County for animal control services, and construction of a new building thereon.

BACKGROUND:

LEASE AGREEMENT

The City previously entered into a 99 year lease agreement with the County in December of 1985 for the use of a parcel of city owned land for the purposes of providing animal control services. The original premises have reached the end of their useful life and the County together with its animal control manager are raising the funds necessary to build new facilities. The City has another vacant parcel of land adjoining the City transportation site on College Road that can accommodate a new animal control building and shelter. The re-location will provide the opportunity for the construction and completion of a new facility without an interruption of services, at an elevated site, with the ability to exercise the animals on the adjoining property that will be mutually beneficial. Therefore, the lease must be amended to provide for the re-location, and the original terms that remain unchanged are restated in an updated form of agreement. A summary of the basic terms are as follows:

PREMISES: The parcel will be re-located to a site on College Road as shown on exhibit "B" of the lease containing approximately 1.02 acres.

TERM: The term remains unchanged and began retroactively on the 12th day of November 1985 and will expire in the 11th day of November 2084.

USE: The County shall be entitled to use the premises for the construction and continuous operation of the animal control program, animal shelter and related and associated uses. The

County may enter into an agreement with a third party for the operation of the animal control facility and shelter.

RENT: The rent for the re-located premises will be \$10.00 per year pursuant to the original lease agreement.

EXPENSES: The Tenant will pay for operating costs including all utilities, repairs and maintenance, replacements and to re-construct the property as necessary to keep the premises in good repair and condition.

INSURANCE AND

INDEMNIFICATION: The most current language and requirements have been added to the lease with language that will provide for periodic updating as may be necessary throughout the term of the lease.

IMPROVEMENTS: The County, under separate agreement with its animal control contractor will develop and construct an animal control facility and shelter on the re-located premises at their sole cost and expense. The timeline and specific requirements for the development and construction of the improvements are detailed in Section 9 of the lease. The County will be solely responsible for the demolition, removal and remediation of the existing improvements on the original parcel.

FINANCIAL: The County accepts the original and the re-located premises in an as is condition and all improvements will be at the sole cost and expense of the County.

Further, before a building permit will be issued as set forth above, the County shall provide a performance guarantee. The County shall warrant that it has the financial capability of completing the project/ Facility as planned without the need to request further funding.

JOINT PARTICIPATION AGREEMENT

The City and the County entered into a joint participation agreement on May 16, 1978 wherein the County agreed to maintain an animal control program and to enforce animal control ordinances in exchange for the lease of City owned land. The proposed agreement has been updated to be consistent with the terms and conditions of the amended and restated lease agreement as outlined above.

Further, the City will agree to cooperate with the County in making such changes to its ordinances that are reasonable and necessary as may be requested by the County to assure reasonable control by the County within the City.

CONCLUSION:

Staff recognizes the need and importance of the construction of new facilities and supports the re-location of the facilities pursuant to the terms and conditions proposed in the amended and restated lease agreement and joint participation agreement.