

**CITY OF VERO BEACH, FLORIDA
FEBRUARY 16, 2010 6:00 P.M.
REGULAR CITY COUNCIL MEETING
CITY HALL, COUNCIL CHAMBERS, VERO BEACH, FLORIDA**

A G E N D A

1. CALL TO ORDER

- A. Roll Call
- B. Invocation – Pastor Buddy Tipton/Central Assembly of God
- C. Pledge of Allegiance

2. PRELIMINARY MATTERS

- A. Agenda Additions, Deletions, and Adoption
- B. Proclamations
 - 1. Motorcycle Safety Awareness Month – March 2010
 - 2. Black History Month – February 2010
- C. Public Comment
 - 1. Mrs. Helene Caseltine, Economic Development Director, to give a status report on Enterprise Zone activities
 - 2. Mr. David Gregg and Mr. John Little to speak about a Vero Beach Electric Utility Proposal
- D. Adoption of Consent Agenda
 - 1. Regular City Council Minutes – February 2, 2010
 - 2. SR A1A Median Construction and Landscape Improvements – Change Order No. 1
 - 3. Monthly Capital Projects Status Reports
 - 4. City Marina South Complex Office Space Lease
 - 5. Advanced Institute for Elected Municipal Officials

(The matters listed on the consent agenda will be acted upon by the City Council in a single vote unless any Councilmember requests that any specific item be considered separately.)

3. PUBLIC HEARINGS

- A) Historic Designation of a Single Family Property located at 2425 15th Avenue

4. RESOLUTIONS FOR ADOPTION WITHOUT PUBLIC HEARING

5. FIRST READINGS BY TITLE FOR ORDINANCES AND RESOLUTIONS THAT REQUIRE A FUTURE PUBLIC HEARING

- A) An Ordinance of the City of Vero Beach, Florida, amending Chapter 30 of the Code of the City of Vero Beach regarding Elections; specifying the eligibility and qualification requirements for Election to the Office of City Councilmember; providing the Time and Manner for Qualifying for Election; specifying the Qualifying Fee and Qualifying Papers required; providing for the form of Ballot; providing Procedures when a Candidate is found ineligible, withdraws, is removed, or dies before Election; providing Procedures for an Uncontested or Vacant Office after qualifying ends; providing Procedures for Deemed Vacancies in the Office of Councilmember in certain cases; providing for Election Precincts and Voting by Precinct; providing for Enforcement and Severability; and providing for an Effective date.

6. CITY CLERK'S MATTERS

- A) Appointments to Commission/Boards
- B) Meeting with the School Board

7. CITY MANAGER'S MATTERS

- A) Unit 5 Combustion Turbine Parts
- B) Vision Implementation Plan Program Update

8. CITY ATTORNEY'S MATTERS

9. CITY COUNCIL MATTERS

- A. Old Business
- B. New Business

10. INDIVIDUAL COUNCILMEMBERS' MATTERS

- A. Mayor Kevin Sawnick's Matters
 - 1. Correspondence
 - 2. Committee Reports
 - 3. Comments

- B. Vice Mayor Sabin Abell's Matters
 - 1. Correspondence
 - 2. Committee Reports
 - 3. Comments

- C. Councilmember Tom White's Matters
 - 1. Correspondence
 - 2. Committee Reports
 - 3. Comments

- D. Councilmember Brian Heady's Matters
 - 1. Correspondence
 - 2. Committee Reports
 - 3. Comments
 - A) Trip report/request
 - B) Internet connection for meetings
 - C) OUC Contract
 - D) Tallahassee/League of Cities
 - E) Brainstorming Session Report
 - F) Presentation to be given by David Gregg
 - G) Malfeasance, Misfeasance, Nonfeasance
 - H) Changes in Matters by the Public
 - I) Mayor's Responsibilities Limitations
 - J) OUC Attorney's Report

- E. Councilmember Ken Daige's Matters
 - 1. Correspondence
 - 2. Committee Reports
 - 3. Comments

11. ADJOURNMENT

Council Meetings will be televised on Channel 13 and replayed.

This is a Public Meeting. Should any interested party seek to appeal any decision made by Council with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings and that, for such purpose he may need to ensure that a record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. Anyone who needs a special accommodation for this meeting may contact the City's Americans with Disabilities Act (ADA) Coordinator at 978-4920 at least 48 hours in advance of the meeting.

SUBJECT TO CHANGE

AGENDA

CITY MANAGER'S OFFICE

FEBRUARY 16, 2010

Consent Agenda

1. Regular City Council Minutes – February 2, 2010
2. SR A1A Median Construction and Landscape Improvements – Change Order No. 1
3. City Marina South Complex Office Space Lease
4. Monthly Capital Projects Status Reports

City Manager's Matters

- A) Unit 5 Combustion Turbine Parts
- B) Vision Implementation Plan Program Update

**CITY OF VERO BEACH, FLORIDA
FEBRUARY 16, 2010 6:00 P.M.
REGULAR CITY COUNCIL MINUTES
CITY HALL, COUNCIL CHAMBERS, VERO BEACH, FLORIDA**

1. CALL TO ORDER

A. Roll Call

Mayor Kevin Sawnick, present; Vice Mayor Sabin Abell, present; Councilmember Tom White, present; Councilmember Brian Heady, present and Councilmember Ken Daige, present **Also Present:** James Gabbard, City Manager; Charles Vitunac, City Attorney and Tammy Vock, City Clerk

B. Invocation

The invocation was given by Pastor Buddy Tipton of Central Assembly of God.

C. Pledge of Allegiance

The audience and the Council joined in the Pledge of Allegiance to the flag.

2. PRELIMINARY MATTERS

A. Agenda Additions, Deletions, and Adoption

The City Clerk added under City Manager's Matters, item 7-C) Briefing from John Lee, Acting Electric Utilities Director, on two electric matters.

Mr. Abell asked if they should consider a time limit for tonight's meeting.

Mayor Sawnick said that they would discuss it later in the meeting if they needed to.

Mr. Daige added under City Clerk's Matters, item 6-C) a letter that he would like read into the record (Question from Audience re OUC Contract). He also asked that the Council take a break at least every two hours.

Mr. Heady asked that an item be added on to the agenda, which is the City Manager/City Attorney resignation and/or termination.

Mr. White called for a point of order. He had some concerns with putting this on the agenda at the last minute without any discussion or backup material. If Mr. Heady wants to put it on their next agenda then he would not have a problem with it.

Mayor Sawnick told Mr. Heady that he can talk about anything under his matters, but also agreed that it would be nice to have some backup material. He told Mr. Heady to feel free to bring that item up under his matters.

Mr. White made a motion to adopt the agenda as amended. Mr. Daige seconded the motion and it passed unanimously.

B. Proclamations

1. Motorcycle Safety Awareness Month – March 2010

2. Black History Month – February 2010

Mayor Sawnick read a presented both proclamations.

C. Public Comment

Mr. Heady stated that at the last Council meeting, without notice to the Council the Mayor changed the way public input was handled. The Mayor gaveled down both citizens and Councilmembers who tried to respond. He asked the Mayor to return to the old method in which citizens were allowed to speak and they were allowed to say whatever they wanted. He also asked that the Council be allowed to respond to the citizens.

Mayor Sawnick stated that if Council wants to overrule the policy that he has set they can do that. He feels that under Public Comments that Council should not interrupt. He said that they should hold their remarks until the end of Public Comments.

Mr. Heady made it clear that he was not asking to interrupt a speaker. He was asking to respond to a speaker. If the Mayor is not going to allow that then he challenge his ruling and ask for a vote of the Council.

Mayor Sawnick stated that his ruling is to have a productive meeting. If Council feels that their comments can be brief then he would not have a problem. However, when it becomes the Council talking more than the public then he has some concerns. He is doing what he thinks is best to run a proper meeting and he wants to hear from the public. He said personally if he has any concerns then he will address them at the end of the Public Comments. He said that Council is welcome to ask him for permission to speak during Public Comments.

1. Mrs. Helene Caseltine, Economic Development Director, to give a status report on Enterprise Zone activities

Mrs. Helene Caseltine, Economic Development Director, was at tonight's meeting along with Mr. Rick Lane, who is the Chairman of the Economic Development Council.

Mr. Rick Lane, Chairman of the Economic Development Council, reported that the enterprise zone had a good year last year despite the economy. He said that there were a number of companies and private residents who benefited from the enterprise zone. He said that there were approximately 42 requests processed. He noted that they have two new members serving on the Economic Development Council and there is one vacancy on the Council. He said that in the last four years since the Economic Development Council was established there have been 204 jobs provided in the City.

Mr. Heady referred to the backup material that was provided and noted that one of their action items stated reducing or making more flexible a regulatory burden. He asked Mr. Lane if he would provide a list of these things to City Council. He said that there was also a request in the backup material for the City to redefine mixed use. He asked Mr. Lane to get some documentation identifying what changes that he would like made. Also, in the backup material one of their objectives was to publicize and make awareness opportunities known in the Enterprise Zone. He said if they have something that they would like to put on Channel 13, they could get approval from Council to do that and the Clerk will make sure that it airs on Channel 13.

Mr. Lane said that he would provide the information requested by Mr. Heady and that he would like to see more involvement from the Council.

2. Mr. David Gregg and Mr. John Little to speak about a Vero Beach Electric Utility Proposal

Mr. John Little went over his background. He was the City Manager and Director of Utilities for the City of Vero Beach from 1973 to 1991 and is presently a customer of FP&L. He spent five years in the Navy and then went to the University of Florida and graduated in Electrical Engineering. He spent 18 years of his career life with FP&L. He then was offered a job in Vero Beach in 1973, which were the best 18 years of his life. He has watched every City Council meeting since he retired from the City. He said that it pains him to see the community split like it is. He said that he and Mr. Gregg were here tonight to make an offer to Council that he thinks will help quiet things down.

Mr. David Gregg went over his background. In 1975 he was appointed by the Council to serve as Mayor and at that same meeting the City Clerk, City Manager and City Attorney resigned. At their next City Council meeting he asked for permission to hire an executive search firm to find a new City Manager. He said that John Little is a result of the search, which he thinks is the best thing that ever happened to the City of Vero Beach. When Mr. Little first arrived he knew that the one problem that Vero Beach had was the electric system. At that time he talked to Mr. Little about the alternatives that they had and then told Council what they thought should be done. They (Mr. Gregg and Mr. Little) were given permission to go to FP&L and negotiate a contract at market value. So they negotiated with FP&L and ironed out the basic structure of what they needed. The contract was signed, sealed, and delivered in March 1977. There was a problem because it required the approval of the Federal Energy Regulatory Commission (FERC). He said FERC had to sign off on it and they wouldn't until one paragraph was added to the

agreement. He said that FP&L refused to put that clause in the contract so the contract fell through and was never completed.

Mr. Gregg commented that the City Council entered into a contract with FMPA and then they had to get out of it. Now, Council has negotiated a contract with OUC, which is where they are today. They are at a rate of 33% higher than FP&L. He reiterated that the public on City utilities is paying 33% more than FP&L customers. He said they (Mr. Gregg and Mr. Little) are willing to negotiate with FP&L, as the City representatives, the parameters of a contract with the City & FP&L to sell their utilities to FP&L. They would do this at no charge and feel that they could bring something back to Council within three months. He felt that this is something that would be in the public's interest and costs the City nothing. He expressed that there were no guarantees. He requested that this item be placed on their Council agenda to either vote it up or down on whether Council wants them to pursue it or not.

Mayor Sawnick thought that their proposal might be a little premature. He said that they should probably wait until after the March Utilities Commission meeting where different utility providers have been invited to come and speak.

Mr. Gregg asked Council again to put them on their next Council agenda.

Mr. Little again commented that he watches all of their Council meetings. At one Council meeting it was said that in order to sell the Power Plant that it had to be put out to auction. He said that was not true. He also heard that in order to sell it, it would need to go out to bid. That also is not true. He said that they didn't go out to bid before and they don't need to do it now. He said FP&L owns most of the transmission lines along the East Coast so they are not wasting their time in discussing this with FP&L. However, they are making a mistake to have their Utilities Commission negotiate a contract with a power provider. The reason that they (Mr. Little and Mr. Gregg) are agreeing to do this is because they have done it before. What they would do is take a draft contract to the Utilities Commission for their review and then to City Council for final approval. He said that there are some things that they need from Council. One of the things is that they all agree that FP&L would have to agree that their rates charged would be the same rate that they charge all their general customers and not a special rate to the City of Vero Beach. As far as he is concerned, if they don't agree to that then the deal would be over. Also, he feels that FP&L would have to agree to hire all of the City electric employees.

Mayor Sawnick thanked both Mr. Gregg and Mr. Little for their comments.

Mr. Heady referred to Mr. Gregg's comment that he made about St. Lucie selling their power at the original price. He asked if that had something to do with their base load they needed to sell their power. He said that they were going to sell Vero Beach power from the nuclear plant at original cost. Mr. Gregg stopped Mr. Heady and rephrased what he had said earlier in the meeting. He said that FERC stated the only way that they would approve the contract was if FP&L would sell from the Nuclear Power Plant the

equivalent energy of the City of Vero Beach, which was approximately 117 megawatts at their original cost to the municipal group.

Mr. Little added that one problem the municipal electric system was having in those days was that Vero Beach was an island and they had no connection with the outside world. He said that FP&L would not sell St. Lucie ownership rights to anyone.

Mr. Heady wanted to see this proposal added to their next agenda. He said that it can be put on the agenda any place, and under his matters would be fine. He made a motion that the City Council consider Mr. Gregg and Mr. Little's proposal with the understanding that there is no exclusivity, that they can run parallel roads. He thought that their proposal was a good one and he would like to entertain it. Again he reiterated, that he wanted it to be understood that there is no exclusivity with their proposal.

Mayor Sawnick thanked both gentleman and said that they would be in touch.

Mr. Gregg wanted it made clear that at their next meeting they would like to have the proposal voted up or down because they can't have this go on forever.

Dr. Pat Lyon commented that he was glad to see his opponents (referring to Mr. Gregg and Mr. Little) in the last attempt to sell the Vero Beach utility system. He was the City Manager for the City of Vero Beach in 1958. When the issue came up to sell the utilities he was opposed to it. He became an intervener for the FERC against selling the system. One of the major reasons he did that was because it seemed to him that what FP&L was offering for the system could not begin to match what was going to be paid into the General Fund by the utility system over the years. He said that now depending on what they might receive as an offer from FP&L or any bidder he would probably feel the same way.

Mr. Tom Nason went over his resume and stated that he was hired by John Little in 1973 as the Finance Director. He said that it took him six months to come up with the price that they negotiated with FP&L and that was approximately \$46 million dollars. It gave the City enough money to meet all of the outstanding electric system bonds at that time. He said that these bonds were solely the City of Vero Beach and this was part of the agreement. He said selling the utilities this time would be far more complex then it would have been in the 1970's. He said not only do they have their own bonds, but they have bonds that are tied up with FMPA. He explained that with bonds, when you issue them, the City looks at them and all the outstanding debt service and then looks at the payments for each of the bonds and try to make those payments level. He explained that FMPA could not issue those bonds, but they issued them under the authority of all of the municipalities that came and made up that group. They have a right to do that because they have a fixed percentage interest in St. Lucie I, St. Lucie II, and Stanton. With these bonds the only way he could see them doing anything is with some sort of repurchase offer. He didn't think FMPA would do that, but it is a possibility. He said that when they are in this type of situation, with these different classes of bonds, that this is a significant problem. He is not saying it is impossible, but he expressed that these bonds

do not belong to the City; they belong and are controlled by FMPA. There is approximately 60 million dollars outstanding in bonds and in addition to that the other bonds that they have are outstanding. He did feel that they could work with OUC if they tried to sell the utilities. He noted that there is a function in all contracts called "compliance." He has heard enough about the \$50 million dollar penalty clause. He said that is a low number and the other way this could have been done is by "stranded assets." He said that they probably already have stranded assets incurred by OUC. It is important that they look at these things when considering selling the utilities. He said it will take at least six months to come up with the price of what the utilities is worth if this is done correctly and they want to make sure that you get what the system is worth.

Mr. Daige thanked Mr. Gregg, Mr. Little, Mr. Lyon, and Mr. Nason for all of their comments on this matter.

Mayor Sawnick asked Council to hold their comments until the end of Public Comments so that everyone has a chance to speak.

Mr. Charlie Wilson introduced Ms. Elizabeth Brooker. He said that Ms. Brooker is the attorney that will be handling the ballot referendum, providing that they are not able to find any other alternatives and the people themselves are going to have to do this on their own.

Ms. Elizabeth Brooker, Attorney, 2145 14th Avenue, stated that she has been retained to assist in trying to work together with the City to see what can be done regarding a Charter amendment.

Mr. Wilson continued by saying that the City Clerk and the City Attorney are responsible according to the Supervisor of Elections, for the operation of a referendum voter initiative. He understands that they need to have the petition language and they need to have the legal description written. Ms. Brooker will work with the City Clerk and the City Attorney to make sure that it meets all the necessary requirements. He wanted to give some information about the referendum. He said it is too bad that the referendum may be needed, but it is due to a lack of confidence in the officials of Vero Beach. It is unfortunate that they have come to this point, but it is the will of the people and they are the ultimate deciders. He said another way to do this is the City Council could put on a referendum that is non-binding. The referendum that they (the public) plan to put on the ballot is a binding referendum. He said for those Councilmembers who want to defend the City's position, this referendum would give them that opportunity. He said right now there are four reasons why the City of Vero Beach has high electric rates. They are Tom White, Sabe Abell, James Gabbard and Charlie Vitunac. He said that the public itself was going to have to solve this problem.

Mrs. Loretto Murphy, 27 Seagull Place, mentioned that yesterday she called the utility company after getting a reminder notice after she had paid her bill in person two to three weeks earlier. She was wondering what was wrong with the City's bookkeeping. She asked the ladies at the cashier office about this and they told her that they only accept

money at the window and are not allowed to tell someone if there is a late charge. She did not understand that. She added all her bills from 2009, which amounted to \$7,975.15 for power (total bill) and now for just two months the total amount that she has paid for her utility bills (including garbage and water and sewer) for 2010 is \$1,268.25. She said something is very wrong.

Mr. Robert Walsh, Indian Creek Blvd, stated that what the Mayor did at the last meeting was not right. He said that the Mayor silenced another Councilmember. He explained that the Chair's duty is to preserve order not to severance rights of a member to be heard. He said that it is too bad that they do not know what they can or cannot do considering democracy.

Mr. Joseph Guffanti asked the Mayor if they still had on the books a rule that there is a three minute time limit.

Mayor Sawnick answered yes.

Mr. Guffanti said that he came to tonight's meeting to talk about the Police Department drawing blood from people suspected of driving while intoxicated. Mayor Sawnick told him that issue has not been voted on. Mr. Guffanti continued by saying that he finds it preposterous that this method would be used. He has two main objections to this procedure being used. He said the first one is what are they going to do when someone alleges they became infected with AIDS or some other illness and the second thing is how are they going to test a person who refuses to give blood or someone does and it shows that there is no alcohol content in their body. What do you do then apologize to them. His point is that you cannot force someone to give their blood because you suspect they may be drinking.

Mr. J. Rock Tonkel, commented that it was determined at their last meeting there was no reaffirmation of a vote taken at a prior Council meeting on the contract with OUC. He remembers the City Attorney asking for one and that Councilmember Heady said he was not going to vote on a revised contract with only having been given ten minutes to review it. He felt that the City Attorney reversed his opinion because there is no legal contract with OUC. He agreed with allowing Mr. Little and Mr. Gregg to negotiate with FP&L without having concerns of the \$50 million dollar penalty. He still wanted to know why the City Attorney reversed his decision. He said that 22,000 ratepayers have and continue to support the transfer. He suggested to Council that they embrace some of the ideas as mentioned by Mr. Warren Winchester in his column that appeared in the newspaper a couple of weeks ago.

Mr. Jack Sturgis, 995 33rd Avenue, brought up the sign Ordinance and asked who keeps making these changes to the sign Ordinance and where are these rules coming from. He felt that they needed to be less restrictive.

Mayor Sawnick asked Mr. Sturgis to show staff what he is talking about and they can answer his questions.

Mr. James Gabbard, City Manager, added that the reason for changing the sign Ordinance is because they were acting on a lot of complaints that they have received about signs. They are trying to have a balance of where people who want to advertise their events are allowed and also have a method in cases where more than the required number of signs the requester is granted permission. He asked Mr. Sturgis to meet with him on this matter.

Mr. Jason Calusen (spelling may not be correct), 1406 35th Avenue, commented that what he sees as he travels through different communities is clean cities and what he sees in Vero Beach is a lot of foreclosures and economic conditions affecting the City. He said a good economy is when money is flowing. He said that if they continue to put regulations on business owners then they are stifling the economy. He said that this is a disturbing trend that he sees in Vero Beach.

Mr. John Little spoke about the OUC contract. He knows the founders of that organization personally and said that when you are dealing with them that you are dealing with reputable people. However, he has a few problems with the contract itself. He has not read the contract and most of this has been given to him second hand. The penalty clause of cash money is a figment of someone's imagination. The proper way to do that is to put in place of the penalty clause, a clause that discusses stranded costs. He said that you can define stranded costs as those costs directly incurred by either party according to contract, not including administrative costs. The other thing he had heard is that there is four percent built in escalation in the contract for the next seven years. He asked Mr. Gabbard if that is true.

Mr. Gabbard told him that was close.

Mr. Little said what that says to him is that seven years from now, four percent compounded is well over 30% and that you are going to be paying more than you pay now. He felt that clause needed to come out of the contract.

Mr. Tom Nason requested to speak again. He said one of the things that you hear is an eight-million dollar transfer to the General Fund. He explained that is made up of two things. It is made up of a rate return on equity for the electric system and the balance of that is the amount that they put in the General Fund for administrative charges to work the electric system. These costs are allocated out. Every year their Auditors test these allocations to make sure that they are correct.

D. Adoption of Consent Agenda

- 1. Regular City Council Minutes – February 2, 2010**
- 2. SR A1A Median Construction and Landscape Improvements – Change Order No. 1**
- 3. Monthly Capital Projects Status Reports**
- 4. City Marina South Complex Office Space Lease**
- 5. Advanced Institute for Elected Municipal Official**

Mr. White made a motion to adopt the consent agenda. Mr. Abell seconded the motion.

Mr. Daige pulled item 2D-4) off of the consent agenda.

Mayor Sawnick called for the vote. He said that there has been a motion made that has been seconded. At the same time, Mr. Heady informed the Mayor that he had some items that he wanted to pull from the consent agenda.

Mr. Heady pulled items 2D-2), 2D-3), and 2D- 5) off of the consent agenda.

Mayor Sawnick told Mr. Heady that they were already in the middle of voting. He asked for all those in favor of the motion. Mr. Heady was trying to get the Mayor's attention. Mayor Sawnick said that the motion passed 4-0.

Mr. Heady expressed to the Mayor that under discussion he wanted to pull items 2D-2), 2D-3), and 2D-5) off of the consent agenda. He told the Mayor that he was allowed some discussion.

Mayor Sawnick told Mr. Heady that he was and when he said any further discussion that no one said anything and he continued with the vote.

Mr. Heady told the Mayor that he thought when he said further discussion, he started to say the items that he wanted pulled from the consent agenda and he still wants them pulled.

Mr. Vitunac told the Mayor that since their Code allows any one Councilmember to pull an item without a second, he would recommend that those items that Mr. Heady requested be pulled.

Mayor Sawnick said okay and asked if there will need to be a re-vote taken.

Mr. White amended his motion to adopt the consent agenda consisting of item 2D-1). Mr. Abell amended his second and the motion passed 4-0.

At 7:43 p.m., Council took a ten-minute break.

3. PUBLIC HEARINGS

A) Historic Designation of a Single Family Property located at 2425 15th Avenue

Mayor Sawnick announced that this was a Quasi-Judicial hearing and he would be following the proceedings that they need to follow for a Quasi-Judicial hearing. He read the title of the case that they would be discussing. He disclosed that he spoke to the applicant, Mr. Chris Runge, when he was interviewing him for a position on the Tree and

Beautification Commission. At that time, Mr. Runge informed him that this case would be coming before Council. Mayor Sawnick mentioned that he is familiar with the property because at one time he lived next door to it.

The Clerk swore enmasse all witnesses testifying at tonight's meeting.

Mayor Sawnick explained that the City Clerk would have custody of all exhibits presented tonight and she will keep them for 30 days or until the time for appeal has expired.

Mr. Tim McGarry, Planning and Development Director, reported that this property is located at 2425 15th Avenue, in Original Town and if approved by Council tonight would be their first piece of property approved under the historic designation. He then showed on the doc cam what the house looks like from the street. The Historic Preservation Commission has reviewed the request to designate the property as historic and made a finding that the property is consistent with the historic designation criteria of Section 76.21 of the Code and unanimously recommended approval. Staff recommends that the City Council find that the property meets the designation criteria of Section 76.21(a)(3) of the Code and adopts the attached Resolution approving the request to designate 2425 15th Avenue as a historic site for inclusion in the City of Vero Beach Register of Historic Places.

Mr. Chris Runge, who had been sworn in, presented Exhibit A, which is a letter from the Indian River Historical Society who are supporting that his request be approved.

Mayor Sawnick opened and closed the public hearing at 8:01 p.m., with no one wishing to be heard.

Mr. Daige made a motion to approve the historic designation of a single family property located at 2425 15th Avenue, Vero Beach, Florida, as a historic site pursuant to Section 72.21 of the Vero Beach Code. Mr. White seconded the motion and it passed 5-0 with Mr. Daige voting yes, Mr. Heady yes, Mr. White yes, Mr. Abell yes, and Mayor Sawnick yes.

4. RESOLUTIONS FOR ADOPTION WITHOUT PUBLIC HEARING

None

5. FIRST READINGS BY TITLE FOR ORDINANCES AND RESOLUTIONS THAT REQUIRE A FUTURE PUBLIC HEARING

- A) An Ordinance of the City of Vero Beach, Florida, amending Chapter 30 of the Code of the City of Vero Beach regarding Elections; specifying the eligibility and qualification requirements for Election to the Office of City Councilmember; providing the Time and Manner for Qualifying for Election; specifying the Qualifying Fee and Qualifying Papers required;**

providing for the form of Ballot; providing Procedures when a Candidate is found ineligible, withdraws, is removed, or dies before Election; providing Procedures for an Uncontested or Vacant Office after qualifying ends; providing Procedures for Deemed Vacancies in the Office of Councilmember in certain cases; providing for Election Precincts and Voting by Precinct; providing for Enforcement and Severability; and providing for an Effective date.

Mayor Sawnick read the Ordinance by title only.

Mrs. Peggy Lyon, Assistant City Attorney, stated that she has worked very hard with Mrs. Vock in preparing this Ordinance. The Ordinance includes the eligibility and qualifying requirements and provides a list of forms necessary to the City election process. One of the forms included is a "Notice of Candidacy and Affidavit of Candidate" that will serve to protect the public interest and the integrity of City elections. She recommended that Council approve the Ordinance on first reading and set the public hearing for March 2nd.

Mr. White asked what if a candidate is arrested or found to be a convicted felon prior to qualifying.

Mrs. Lyon said that the Clerk would automatically disqualify the candidate.

Mr. Abell asked if you must be a qualified elector for a year. Mrs. Lyon said that someone must be qualified elector and resident for a year.

Mr. Heady referred to Section 30-3 where it discusses paying a qualifying fee. He has a real concern in a free society it seems to him that anyone that wants to bear the burden of this kind of a job should not have to pay for it. He does not think that there should be a qualifying fee to qualify to put in the hours and work that Councilmembers put in. The second thing that he sees in the Ordinance is that to qualify you have to be at least 18 years old at the last day of the qualifying period and be a registered elector. He said there is no way that someone whose birthday is on the last day of qualifying would be a qualified elector. Mrs. Lyon agreed with that and said that she would change the wording to say at least 18 years old by the end of the qualifying period.

Mrs. Lyon referred to the qualifying fee and explained to Mr. Heady that there were two fees. There is the \$50.00 qualifying fee that the City charges and there is the State Election Assessment fee that is equal to one-percent of the annual salary of what a Councilmember is paid. She said that the State fee is a statutory requirement.

Mr. Heady expressed that he does not pay a qualifying fee because he feels that it is an undue burden and believes that it is an undue burden to charge someone to do this job. He told Mrs. Lyon that the change for the wording of the 18 year old elector also needs to be changed in the Candidacy form.

Mr. Heady then brought up Section 30-6 where it states that a person shall not be qualified as a candidate for election if the City Clerk finds that certain qualifications have not been met. He did not want to put the City Clerk in a position as being the gate keeper. Council agreed that the wording should be changed to read "A person shall not be qualified as a candidate for election if the City Clerk, with the approval of the City Canvassing Board, finds that certain qualifications that are listed in the paragraph have not been met.

Mayor Sawnick made a motion to approve the Ordinance on first reading with the revisions made and set the public hearing for March 2, 2010. Mr. White seconded the motion and it passed 5-0 with Mr. Daige voting yes, Mr. Heady yes, Mr. White yes, Mr. Abell and Mayor Sawnick yes.

6. CITY CLERK'S MATTERS

A) Appointments to Commission/Boards

Code Enforcement Board

Ms. Liz Sherman sits on the Code Enforcement Board as a full member. She respectively requests to become an alternate member on the Board and asks that Council move the alternate member who is Donald McCall up to her position as a full member.

Mr. White made a motion to move Mr. McCall up to a full member and that Ms. Sherman will now be the alternate member on the Code Enforcement Board. Mr. Abell seconded the motion and it passed unanimously.

Finance Commission

There is an alternate position open on the Finance Commission. Applications on file include Ms. Laura Torres, Mr. Peter Gorry, Mr. Rhett Wilson and Mr. Richard Winger.

Mayor Sawnick disclosed that Ms. Torres was his girlfriend and if it comes to a vote he will abstain from voting on her appointment to the Finance Commission.

Mr. Daige nominated Ms. Laura Torres.

Mr. Abell nominated Mr. Richard Winger.

The nominations were closed.

Mr. White made a motion to appoint Mr. Winger to the Finance Commission. Mr. Abell seconded the motion and it passed 4-1 with Mr. Daige voting no.

Fire Pension Board

There is an opening for a member on the Fire Pension Board. The one application on file is from Mr. Thomas Hurley.

Mr. Abell made a motion to appoint Mr. Thomas Hurley to the Fire Pension Board. Mr. Daige seconded the motion and it passed unanimously.

Planning and Zoning Board

There is an alternate position open on the Planning and Zoning Board. Also, Mrs. Connie Pease's term is up for reappointment. If she is not reappointed then there would be two alternate positions open on the Board. The memo that lists the applications on file that be obtained in the City Clerk's office.

Mr. White nominated Mr. Craig Fletcher for 1st alternate and Mr. Peter Jones for second alternate.

Mayor Sawnick nominated Mr. Brian Curley for one of the alternate positions.

Mr. Daige nominated Mr. Dennis Webb for one of the alternate positions.

The nominations were closed.

Mayor Sawnick made a motion to appoint Mr. Peter Jones for alternate #1 and Mr. Craig Fletcher for alternate #2. Mr. Abell seconded the motion and the motion passed 4-1 with Mr. Heady voting no.

Tree and Beautification Commission

There is an alternate position open on the Tree and Beautification Commission. There are two applications on file and they are from Mr. Chris Runge and Ms. Susan Viviano.

Mayor White nominated Mr. Chris Runge for the alternate member on the Tree and Beautification Commission. The nominations were closed.

Mayor Sawnick made a motion to appoint Mr. Runge to the Tree and Beautification Commission. Mr. White seconded the motion and it passed unanimously.

Historic Preservation Commission

There is an alternate position open on the Historic Preservation Commission. There is one application on file and it is from Ms. Susan Viviano.

Mayor Sawnick made a motion to appoint Ms. Susan Viviano as the alternate member on the Tree and Beautification Commission. Mr. Abell seconded the motion and it passed unanimously.

B) Meeting with the School Board

Mrs. Vock reported that she received a phone call from Ms. Judy Stang, who works for the Indian River County School Board and who informed her that the School Board is interested in meeting with all of the municipalities to discuss some ideas of where they are today and where they plan on going. She said that it would be an open meeting, but very informal and not televised. The dates given for the meeting would be either on June 10, 2010 or September 30, 2010.

Council had no problems with meeting with the School Board. They said they would decide on what date to meet with them when it got closer.

Mr. Heady voiced his concern that he would like the meeting to be televised.

C) Letter – Question from Audience re OUC Contract

Mrs. Vock read into the record a letter sent by Mr. Daige to Mr. David Gregg concerning a question that he asked about the OUC Contract (please see attached).

7. CITY MANAGER'S MATTERS

A) Unit 5 Combustion Turbine Parts

Mr. Jim Stevens, Director of Power Resources, reported that Unit 5 combustion turbine was forced out of service do to combustion issues that occurred on September 21, 2009. A GE Power Services field engineer and a crew of GE mechanics were mobilized to assist them in the repair of Unit 5 combustion turbine. Do to the severity of the damage they performed a combustion inspection. The combustion inspection was scheduled for the FY 2011 budget year and was estimated at \$1,200,000.00. The cost of GE support for the forced outage with combustion inspection was \$190,000.00 with parts not included in the repair. The parts that were removed from inventory reflect a cost of \$257,610.07. The parts were not replaced in inventory upon completion of the repair. The emergency repair was completed in October of 2009. It is the request of staff that they remove the estimated \$1,200,000.00 from the FY 2011 budget year for the no longer needed combustion inspection and request authorization to replace the inventoried parts at a cost not to exceed \$300,000.00.

Mr. Abell made a motion to approve the request. Mr. White seconded the motion and it passed unanimously.

B) Vision Implementation Plan Program Update

Mr. McGarry commented that he is moving forward with the Storm Water Management Ordinance, which he will be taking to the Planning and Zoning Board in the near future.

Mayor Sawnick mentioned that he spoke to Mrs. Linda Hillman, President of the Original Town Neighborhood Association, and told her that they (City Council) would be having a workshop with the people involved in downtown as well as the two downtown neighborhoods. He anticipated having that workshop sometime in March.

C) Briefing by John Lee, Acting Utilities Director, to discuss two electric matters

Mr. Heady asked Mr. Lee if the ladies that work in the Utilities Department are restricted from telling a customer about their bill.

Mr. Lee explained that the cashiers just handle payments. They do not know a lot about someone's bill. If a customer has a question, then they should talk to a customer representative in Customer Service. He said that he would look at the usage that Mrs. Murphy has used.

Mr. Lee continued by saying that the most asked questions today from his utility customers are why their bill has not gone down and what is bulk power cost. He went over the Electric Rate Comparison, Explanation of the Bulk Power Cost Explanation and Weather Data from January (please see attached).

Mayor Sawnick suggested changing the bill so it can be easier to read.

Mr. Lee recalled that a couple of years ago, Tallahassee went to a very detailed billing system and their customers said that they didn't like it. He said one problem that you have is the more services you offer could lead to having a two to three page bill. He also mentioned that it was another expense to change the way that their bill looks. He felt that this was something that should be discussed at budget time.

Mr. Daige liked the idea of having the electric bill by itself (not included with the water and sewer and garbage bill). He said separate the water and sewer bill, and the garbage bill and put them on another bill, but to save postage send out all the bills in the same envelope.

Mr. Lee commented that the problem that they would start having is that people will now have two bills so they will be paying with two different checks and it will also double the printing cost. He would rather almost go with having a detailed billing system then doing it that way.

Mr. Daige reiterated that he would like to see the bills separate.

Mr. Lee said that he would look into it.

Mr. Heady asked Mr. Lee to put the first slide that he showed back on the doc cam. He said that if you look at the 2009/2010 comparison of the charges to customers it went up by 74 cents. He said if you look at the energy charge per kWh it went down. He said if

they lower the energy charge it is going to change the ratio between the energy and bulk power.

Mr. White commented that the City is going to have to do something with their rates. Council needs to revisit their rates so they can become more compatible with other electric companies. They also need to be more proactive.

Mr. Daige agreed with Mr. White's comments. He said that as City Councilmembers they are getting beat up over the electric rates. The ratepayers know that the buck stops here and they want some relief. He felt that now was the time to either reduce the rates or do something else. We need to show that we are actually doing something. He put this challenge out to the City Manager.

Mayor Sawnick reminded everyone that soon they will be getting an update on how many electric providers are interested in taking over their utilities. He said that this would take place at the March Utilities Commission meeting.

Mr. Lee reported that he mailed out seven letters and has had two responses. He received one from FP&L who asked for additional information, which was sent to them and also he has heard from Tampa Electric who said that they may or may not come to the meeting.

Mr. Abell commented that it is important that everyone understands that they probably won't see the full effect of the rate reductions in their utility bills until their March or April bill. He urged everyone to be patient and see what the bill will be when they are not bombarded by this unusual cold weather.

Mr. Heady agreed with Mr. White that they needed to do something with the rates. He said that there have been some comments about transferring money to the General Fund and that needs to be looked at. He does not dispute that there was cold weather; however the real problem that they face is for a very long time they have told their customers that the rates are going to be equal to or lower than FP&L rates. He has heard this repeated by Councilmembers and City staff many times. Now it is February and their rates are not equal to or lower than FP&L rates, in fact they are 35% more. He said that he waited until January and when the rates didn't come down and Mr. Heran's predictions seemed to come true one of the things that he wanted to do was go back and look at the rates that they agreed to in 2007. The way that he can do that is look at the contract that was on the table in 2007 and as of last Friday the City Attorney told him that he would have the document returned to the City by their consultant. At the County Commission meeting this morning the City Manager stated that he (Mr. Heady) has that contract and has had it. He said that he has not seen the contract that Council reviewed on April 7th. He has seen a lot of different versions of the contract, but not that one. He has seen a document that consisted of approximately 400 different emails noting different changes to the document and Council was never told of those changes. He said that this was still an issue with him and will remain an issue with him until he sees the document that was on the table on April 7th. As of right now, he is having a tough time believing anything that is being told

to him by the City Manager or the City Attorney. He brought up the \$50 million dollar penalty clause that is in the contract and said to date no one has been able to tell him who put this clause in the contract.

Mayor Sawnick told Mr. Heady that right now they are talking about the power cost adjustment and rebates. He asked Mr. Heady to continue what he was discussing under his matters.

Mr. Lee refreshed everyone's memory on why they are going to be able to give a rebate to their utility customers. He said when they were in the contract with FMPA they had a lot of gas contracts and they made some settlements and one of those settlements was to return to the All Requirements Project a sum of money. The City is entitled to a sum of this money based on their participation with the All Requirements Project. The question now is how the money is returned to their customers. He said that there are a couple of ways to do this. They could have a one time reduction on the bulk power cost by \$15.00 per 1,000 kWh and give this back in April. Or they could spread it out between April and October so that through the whole summer everyone's bills would go down slightly. He said if the customers are given a one time \$15.00 reduction then the customer may tend to see that as something they want to see every month. If the money was spread out from April through October it would stay level. His preference would be to spread it out.

Mayor Sawnick requested seeing both examples in a spread sheet.

Mr. Daige asked Mr. Lee when he plans to have this occur. Mr. Lee said that he could probably have it in place by April 1st. Mr. Daige asked him if that was the best that he could do. Mr. Lee said that he could probably have it done by March 1st. Mr. Daige told him that he wanted it done by March 1st.

Mr. Heady wanted to have a one time reduction done as soon as Mr. Lee can get it done.

Mr. Lee said there is a good chance that they will be able do a reduction in April anyway. So they could have one reduction done in March and then another one in April.

Mr. Heady asked Mr. Lee if what he was hearing from him was that it was easier for him to make the calculations and do this over a six month period of time. Mr. Lee gave him an approximate dollar amount that it would cost staff to do it. The cost was not very much. Mr. Heady then said do it in March for one time.

Mr. Daige made a motion that the consensus of Council is to start on March 1st and do the phasing in as described by Mr. John Lee. Mr. Abell seconded the motion.

Mr. Heady amended the motion to only one time. The amendment died for lack of a second.

The motion passed 5-0.

D) Item Pulled off of the Consent Agenda
2D-2) SR A1A Median Construction and Landscape Improvements –
Change Order No. 1

Mr. Heady referred to the backup material where it says that there is no cost to the City for this change. He said that the change is for an increase of \$67,155.37 and the statement reads that there is no cost to the City taxpayers, which means it is coming from somewhere else. To say no cost to taxpayers is not accurate.

Mayor Sawnick made a motion to approve the change order of SR A1A Median Construction and Landscape Improvements. Mr. Abell seconded the motion and it passed unanimously.

Mayor White suggested that in the future that they put in the backup material that the money is not coming out of the budget.

E) Item Pulled off of the consent agenda
2D-3) Monthly Capital Projects Status Reports

Mr. Heady explained that the reason that he pulled this item off of the consent agenda was because the numbering on the agenda was not correct. The Clerk said that she would make the necessary corrections.

Mr. Sawnick made a motion to approve the Monthly Capital Projects Status Reports. Mr. Abell seconded the motion and it passed unanimously.

F) Item Pulled off of the consent agenda
2D-4) City Marina South Complex Office Space Lease

Mr. Daige asked if the reason that one individual was selected over the other individual was because of the credit score.

Mr. Tim Grabenbauer, Marina Director, answered no. He said both of the parties that applied to lease this office space are very capable and he needed some criteria to separate the two and that was one thing that he was looking at.

Mr. Daige explained that his point was if these different parties came in to lease the property were they told to win the lease that it would be based on their credit score.

Mr. Grabenbauer explained that he asked the interested parties to give him a proposal based on what would be the best interest for City residents.

Mr. Daige asked if the person that lost out on the lease was explained the criteria that was used.

Mr. Grabenbauer answered yes.

Mr. Daige felt that in the future if someone is going to win the lease it should be up front on how they are going to base their winnings such as credit scores if that is the criteria that is used. He then asked Mr. Grabenbauer to describe which building that this is. Mr. Grabenbauer briefly went over the location of the building where the office space will be leased.

Mr. Heady asked if they really needed all the backup material that they received for this item (around 100 pages of backup material).

Mr. Grabenbauer told him that will not happen again.

Mr. Daige made a motion that he supports voting for this request this time, however he directed the City Manager that when doing leases on City owned property that they come up with the criteria and make it part of the package. Mayor Sawnick seconded the motion.

Mr. Abell made an amendment to the motion that credit scores be a part of the program for the future.

Mr. Daige accepted the amendment to the motion. Mayor Sawnick seconded the amendment and the motion passed 5-0.

**G) Item Pulled off of the consent agenda
2D-5) Advanced Institute for Elected Municipal Officials**

Mr. Heady wanted the public to know that he would be attending the Advanced Institute for Elected Municipal Officials to be held in Tampa, Florida.

Mayor Sawnick made a motion to approve the request. Mr. Abell seconded the motion and it passed unanimously.

8. CITY ATTORNEY'S MATTERS

None

9. CITY COUNCIL MATTERS

A. Old Business

B. New Business

10. INDIVIDUAL COUNCILMEMBERS' MATTERS

A. Mayor Kevin Sawnick's Matters

1. Correspondence

2. Committee Reports

Mayor Sawnick expressed how happy he was that they proclaimed Black History Month.

Mayor Sawnick reported that on February 11, 2010, he attended the County Mayor's meeting that was held in Fellsmere. He also attended a Coffee with the Council and the second Mayor's beach cleanup. He will be attending the Indian River County Economic Summit where he will talk about their tax abatement program. He mentioned that after watching the County Commission meeting this morning, he is scheduling a meeting next week with all County Commissioners to discuss issues that they may have.

3. Comments

B. Vice Mayor Sabin Abell's Matters

- 1. Correspondence**
- 2. Committee Reports**

Mr. Abell noted that at the last meeting all City Council items were deferred until this meeting because of their long Council meeting. His Committee reports from the last Council meeting up to now included a Finance Commission meeting that he attended and said that the attendance for that meeting was very low. He continued by saying that he attended the National League Crises Leadership Meeting for Local Officials, the Legislative Delegation meeting, interviewed candidates for City Commission/Board, and an MPO meeting. He also brought up the OUC contract and felt that it was a good faith contract.

3. Comments

C. Councilmember Tom White's Matters

- 1. Correspondence**
- 2. Committee Reports**

Mr. White reported that he attended a Treasure Coast League of Cities meeting, he interviewed potential applicants for their different Commission/Boards, he flipped pancakes for the Treasure Coast Pilot Club, and he attended a Beach and Shore Preservation Commission meeting.

3. Comments

D. Councilmember Brian Heady's Matters

- 1. Correspondence**
- 2. Committee Reports**
- 3. Comments**

Mr. Heady commented that Mr. Abell said that all Councilmember's matters from the last meeting were not heard and postponed until the next Council meeting (which is tonight).

If they go back and look at the agenda from their last Council meeting, they will see that he (Mr. Heady) is the only Councilmember who had items listed on the agenda. He said one of the most important things that he had on the agenda was the OUC contract. He said that there were consultants sitting at the table, who were sworn under oath to tell the truth. Mayor Sawnick limited Council on what they could speak on concerning the OUC contract under the Attorney's Matters, which didn't bother him too much because he knew that he would be able to speak to it under his matters. He said of course that did not happen and the consultants are not here and item C) OUC Contract listed under his items tonight is pretty meaningless.

Mr. Heady brought up earlier that the Mayor said that he was upset and he didn't want to go into details. He said that if it is about something that he (Mr. Heady) said at the County Commission meeting this morning, then this would be the time to discuss those concerns.

A) Trip report/request

Mr. Heady reported that he recently attended a Florida League of Cities meeting in Gainesville, Florida. One of the topics that they kept discussing was openness and making sure that public records are kept and kept available for the public to see.

B) Internet connection for meetings

Mr. Heady mentioned that the last time they looked at this it was a costly item. He said that the City Clerk has been in contact with some people about doing this work. He requested from Council to be able to put in a not to exceed dollar figure and if they can get it done for something under this not to exceed number then they should put a live feed of these meetings on the internet so that those who don't have Comcast will be able to view their meetings over the internet.

Mr. Heady made a motion to proceed and give the City Clerk the authorization to have this done as long as it does not exceed \$2,500. Mayor Sawnick seconded the motion.

Mr. Daise liked this idea but wanted to see some figures. He said that they could come back at their next meeting and vote on it.

Mayor Sawnick said that the motion was to go forward and continue looking at other options.

Mr. Heady said that he would bring something back for their next meeting.

The motion passed 4-1 with Mr. White voting no.

C) OUC Contract

Mr. Heady stated that the last time he spoke with the City Attorney (Friday afternoon) he was told by the City Attorney that the actual document that was on the desk on April 7, 2008 was in the possession of the consultant who resided in Boston. He expressed that the document should not be in the possession of the consultant, it should be in the possession of the City Clerk who is the custodian of records.

Mr. Vitunac clarified that is not what he said to Mr. Heady. He said what he told Mr. Heady was that if the document was not here he would call the consultant and ask that she gets it here. He called the consultant, Sue Hersey, who told him that she did not have the document that when she was at their meeting two weeks ago she gave the document to the City Clerk. He asked Mrs. Hersey if she was sure about that and she said of course she was sure because Mrs. Vock had to make her a copy and her hand written notes did not appear on the copy that she received back from Mrs. Vock. She asked Mrs. Vock to handwrite her own notes on her copy so that she would have an accurate version of it. He then called Mrs. Vock and asked her if she actually has the document that was on the table. Mrs. Vock answered yes that she had it and has shown it to Mr. Heady.

Mr. Vitunac stated that for the life of him he did not know what Mr. Heady was playing. He has been shown the document and he questions their honesty.

Mr. Heady stated just to be sure what Mr. Vitunac is telling him is that the document that he now has a copy of, that has the consultants hand writing on the face of it and it says April 7, 2008, that is the document that was on the table on April 7, 2008, that the Councilmembers looked at and voted on.

Mr. Vitunac said yes as he (Mr. Heady) has been told for the last two weeks.

D) Tallahassee/League of Cities

Mr. Heady mentioned that at the end of March Legislative Action Day will take place in Tallahassee. He asked what the plans for Councilmembers are concerning this trip.

Mr. Gabbard explained that they rent a van and all go up to Tallahassee together. They stay at the Hampton Inn, which gives them very good room rates. They get up early the next morning and meet for breakfast at the Capitol and a number of speakers talk about what is going on in the session. After breakfast they have prearranged meetings with their Legislatures and Delegation leaders. Then they go back to the room, have some dinner and on the next morning they meet with whomever they were not able to meet with the day before and then they come back to Vero Beach.

E) Brainstorming Session Report

Mr. Heady reported that both the Utilities Commission and the Finance Commission recently met to hold brainstorming meetings.

F) Presentation to be given by David Gregg

This item was heard earlier in the meeting.

G) Malfeasance, Misfeasance, Nonfeasance

Mr. Heady explained the definitions of malfeasance, misfeasance and nonfeasance. He said that these are three words that people get confused. He said that there is an easy way to remember what they are. He said if you look at the first three letters that it will pretty much tell you the meaning of the words. He said that malfeasance means doing something illegal. He said misfeasance means a mistake and nonfeasance is that you didn't do anything at all. He was sure that the City Attorney has some thoughts on this.

H) Changes in Matters by the Public

Mr. Heady said that there was no reason to discuss this because Mayor Sawnick switched back to the way that he was first conducting their meetings and that is not limiting the public and Councilmembers from speaking.

I) Mayor's Responsibilities Limitations

Mayor Heady expressed that Councilmembers have a right to speak. He said apparently the Mayor did not think so at their last meeting, but this is something that they can work through.

J) OUC Attorney's Report

Mr. Heady commented that at the last meeting the Mayor limited what Councilmembers could discuss during that portion of the meeting. He said that basically they were limited to discussing the changes that were identified by the City Attorney. He reiterated again that at that meeting he was not allowed to discuss the items listed under his matters.

E. Councilmember Ken Daige's Matters

- 1. Correspondence**
- 2. Committee Reports**

Mr. Daige brought up a brochure that he received concerning Harbor Branch Bio-Tech at a lecture given by Dr. Amy Wright. He said that there are grants out there for these things and money is available. He then went over his Committee report. He said that he was selected to serve as a new City Councilmember, he went to the 14th Avenue Gallery Opening, he attended the Pelican Audubon Film and Lecture on Treasure Hammock Ranch, he attended the Indian River County Commission meeting, the Vero Beach Utilities Commission meeting, the Vero Beach City Council meeting, the Vero Beach Finance Commission meeting, a Charity Event at McKee showcasing Suzanne Philips Photography, Legislation Delegation Day, a Vero Isles Town Hall meeting, he met with the Airport Director about aerial and ground Part 77 surveys, he attended the Consultant Competitive Act meeting, he met with the City Manager about parking and landscape

issues downtown, he interviewed Board/Commission Applicants, he attended the Vero Beach City Council meeting, he attended a Kickoff charity event for Road Rally for Sunup, he went to the Treasure Coast Council of Local Governments meeting, he attended a Wine and Chocolate Pairing downtown at Faith, Hope & Chocolate, he attended the Royal Palm Court Neighborhood Crime-Watch, a pre-Valentine Chocolate and tea tasting downtown at Tea & Chi and Faith, Hope and Chocolate, the Vero Beach Recreation Commission meeting, the Vero Beach Utility Commission meeting, the Taxpayer's Association lunch, Vero Beach downtown Dine & Design, he met with staff to get an update on the wrecker services and red light cameras, he attended Aviation Day and a segment of the Indian River County Commission meeting where Mr. Heady spoke and the Economic Development Council meeting.

*Please note Mr. Daige's Committee Report is attached to the minutes.

3. Comments

11. ADJOURNMENT

Mr. White made a motion to adjourn tonight's meeting at 10:03 p.m. Mr. Abell seconded the motion and it passed unanimously.

/tv

City of Vero Beach

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VERO BEACH, FLORIDA 32961-1389
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OFFICE OF THE
CITY COUNCIL

February 11, 2010

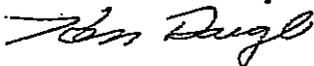
David Gregg
1825 Mooringline Drive
Vero Beach, FL 32963

Dear Mr. Gregg:

At the last City Council meeting you asked a question of Council regarding the OUC contract and its relationship to the charge for using FP&L's transmission lines. Because I feel that your question deserves an answer I have asked the City Attorney to respond in writing. His memorandum is attached.

I hope this satisfies your concern.

Sincerely,

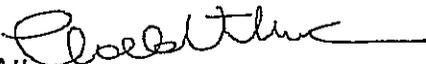


Ken Daige
Councilmember



Office of the City Attorney

MEMO

To: Mayor and Council 
From: Charles Vitunac, City Attorney
Subj: Question from Audience re OUC Contract
Date: February 10, 2010

Under Matters by the Public at the last City Council meeting a resident of the Moorings (David Gregg) asked whether the Council knew that by using OUC the City would have to pay FP&L some 3.4 million dollars a year for use of the FP&L power lines to get our electricity here. The implication of this question was that, if the City had chosen FP&L as its electricity partner rather than OUC, there would have been no cost for this service since FP&L owns the power lines which must be used. That implication is incorrect and Councilmember Daige has asked me to let the public know that by virtue of this memorandum.

Because of the anti-trust provisions of Federal law it was settled years ago by court action that FP&L had to charge all users of its power transmission system the same price for the same service. To put this order into effect FP&L had to, in effect, create two divisions of its company, one for the *production* of electricity, and the other for its *transmission*. The transmission side of FP&L was required to treat the production side of FP&L as if it were an independent company. Thus, the same formula to determine what cost would be charged to transmit OUC's power to Vero Beach would be used to determine what cost would be charged to transmit FP&L's power to Vero Beach.

In short, for the same service there would be the same charge, regardless of whether the production company is OUC or FP&L.

Electric Rate Comparison

<u>Electric Rate 2009</u>	
Customer Charge	\$7.21
Energy Charge per kWh	0.0761
Fuel Cost Adjustment per kWh	0.0755
Average cost per kWh	0.0159

<u>Electric Rate 2010</u>	
Customer Charge	\$7.95
Energy Charge per kWh	
0 - 1,000 kWh	0.0440
Above 1,000 kWh	0.0690
Bulk Power Cost per kWh	0.0740
Average cost per kWh	
1,000 kWh	0.0126
2,000 kWh	0.0134

Bulk Power Cost Explanation

Previously, the term “Power Cost or Fuel Cost Adjustment“ was printed on electric bills. The new term “Bulk Power Cost” includes all of the costs associated with the generation and transmission of electric power.

The Bulk Power Cost now includes:

- The cost of the power that the City receives from the St. Lucie Generating Plant – A nuclear plant, owned by Florida Power and Light
- The cost of the power that the City receives from the Stanton 1 and Stanton 2 Generating Plants – Two coal plants, owned by Orlando Utilities Commission.
- The cost of the fuel, either natural gas or oil, that is used to generate electric power at the City of Vero Beach Power Plant – The City has five generating units, located at the Power Plant next to the 17th Street Bridge.
- The cost of the power that the City receives over and above the sources shown above. – Supplemental power is provided by Orlando Utilities Commission based on the new contract that became effective on January 1, 2010.

The new term of Bulk Power Cost will normally represents about 60% of the total cost for the generation, transmission, distribution, metering and billing of the electric service that each customer receives. While this change may be a bit confusing at first, it is the most accurate way to display the real cost of providing electric service to our customers.

Weather Data

January 2010

Date	<u>TEMPERATURE</u>			Rainfall
	Low	High	Dept	
1	47	68	- 5	0.15
2	39	59	- 14	0.00
3	34	53	- 19	0.00
4	33	58	-17	0.00
5	31	52	- 21	0.00
6	28	55	-21	0.00
7	29	60	- 19	0.00
8	32	73	- 11	0.00
9	32	50	- 22	0.28
10	31	49	- 23	0.00
11	32	59	- 17	0.00
12	31	61	- 17	0.00
13	33	53	- 15	0.00
14	45	70	- 5	0.00
15	49	76	- 1	0.00
16	66	76	+ 9	0.00
17	60	83	+ 9	0.07
18	51	72	- 1	0.00
19	44	70	- 6	0.00
20	45	73	- 4	0.00
21	55	84	+ 7	0.01
22	63	80	+ 9	0.25
23	54	75	+ 1	0.00
24	70	80	+ 12	0.00
25	47	76	- 1	0.18
26	44	71	- 5	0.00
27	39	67	- 10	0.00
28	44	72	- 5	0.00
29	49	75	- 1	0.00
30	59	83	+ 8	0.00
31	57	70	+ 1	0.00
	Low	High		0.94
	28	84		
	Average	Average		
	44	68		

Weather Data

February 2010

Date	<u>TEMPERATURE</u>		Dept	Rainfall
	Low	High		
1	64	69	+ 3	0.29
2	61	78	+ 7	0.00
3	56	65	- 3	0.00
4	50	77	+ 1	0.00
5	66	79	+ 9	0.29
6	48	74	- 2	0.00
7	42	60	- 12	0.00
8	40	66	- 10	0.00
9	47	78	- 1	0.15
10	43	66	- 9	0.00
11	37	59	- 16	0.00
12	45	71	- 6	0.98
13	36	53	- 20	0.00
14	36	56	- 18	0.00
15	37	73	- 9	0.00
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				

Low High
Average Average

1.71

Dept: means departure from the normal average temperature

Meetings, Seminars and Events Attended:

1-13-10 Harbor Branch Bio-Tech Lecture by Dr. Amy Wright

1-14-10 Vero Beach Councilmember Application Selection

1-15-10 14th Avenue Gallery Opening

1-18-10 Pelican Audubon: Film and lecture on
Treasure Hammock Ranch

1-19-10 -Indian River County Commission Meeting
-Vero Beach Utilities Commission Meeting
-Vero Beach City Council Meeting

1-20-10 Vero Beach Finance Commission Meeting

1-21-10 Charity Event at McKee:
showcasing Suzanne Philips Photography

1-26-10 Legislation Delegation Day at City Hall
Vero Isles Town Hall Meeting-reuse water main

1-27-10 Met with Airport Director about Aerial and Ground
Part 77 Surveys

1-28-10 -Consultants Competitive Negotiation Act Meeting
Consultant selection process for various
water issues
-Met with City Manager about landscape
and parking issues Downtown

1-29-10 Interviewed board and commission applicants

Submitted by Councilmember Ken Daige
2-2-10

Meetings, Seminars and Events Attended:

- 2-2-10 -City Council Meeting
-Kick-off Charity -VRRM- Road Rally for Sun-up
- 2-3-10 Treasure Coast Council of Local Governments
in Fort Pierce.
- 2-4-10 -Wine and Chocolate Pairing Downtown at
Faith, Hope & Chocolate
-Royal Palm Court Neighborhood Crime-Watch.
Officer Morrison attended
- 2-8-10 Pre-Valentine Chocolate & Tea Tasting Downtown
at Tea & Chi and Faith, Hope and Chocolate
- 2-9-10 -Vero Beach Utilities Commission Meeting
-Vero Beach Recreation Commission Meeting
- 2-10-10 -Tax Payers Association: Mayor Sawnick Spoke
-Vero Beach Downtown Dine & Design: well attended
- 2-12-10 Met with City Manager Gabbard,
City Attorney Vitunac and Police Chief Dappen
for an update on wrecker services and
red-light cameras. There is an audio recording
and minutes on file.
- 2-13-10 Aviation Day
- 2-16-10 -Attended segment of Indian River County
Commission meeting where Mr. Heady spoke
-Economic Development Council

Submitted by Councilmember Ken Daige

2-16-10

COUNCIL AGENDA REPORT
MEETING OF FEBRUARY 16, 2010

TO: The Honorable Mayor and Members of the City Council

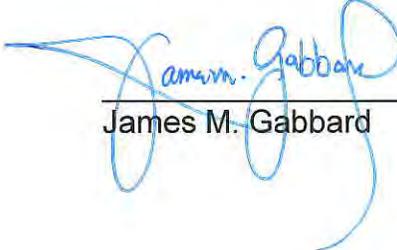
FROM: James M. Gabbard, City Manager

DATE: February 4, 2010

SUBJECT: SR A1A MEDIAN CONSTRUCTION AND LANDSCAPE IMPROVEMENTS – CHANGE ORDER NO. 1

Attached is a memorandum from Bill Messersmith, dated February 2, 2010, providing background information and a recommendation for the above-referenced Change Order.

It is the recommendation of the City Manager's Office that the Council approve Change Order No. 1, for SR A1A Median Construction and Landscape Improvements, to H&D Construction Co., Inc., of Ft. Pierce, for an increase of \$67,155.37. Funding is provided through a FDOT LAP Agreement; therefore, there will be no cost to the City for this Change Order.



James M. Gabbard

:jav
Attachments

xc: Monte Falls
Bill Messersmith
Stephen Maillet



DEPARTMENTAL CORRESPONDENCE

TO: James Gabbard, City Manager
DEPT: City Manager

VIA: Monte K. Falls, Director
DEPT: Public Works *MK FALLS 2/4*

FROM: William B. Messersmith, Assistant City Engineer *w36*
DEPT: Public Works *2/2/10*

DATE: February 2, 2010

RE: **SR A1A Median Construction and Landscape Improvements
Change Order #1
City of Vero Beach Project No. 2002-12**

Recommendation:

Approve Change Order No. 1 which adds pay items for irrigation modifications, drainage structure modifications and curb modifications. The following is a more detailed description of the requested change orders:

Funding:

Funding will be from account number 304.9900.541.604001 with reimbursement from the Florida Department of Transportation Local Agency Program (LAP).

Background:

This is an Indian River County Metropolitan Planning Organization (MPO) project which the City agreed to manage. On April 16, 2009 bids were received from four (4) contractors for the project, and on May 19, 2009 the contract was awarded to H&D Construction Co., Inc., from Ft. Pierce, Florida in the amount of \$254,609.87.

During construction we encountered three areas that required modification. We requested approval from FDOT, and received their approval for the following modifications:

- Revisions to the irrigation plan: This revision was to change the wireless zone control valves and replace them with standard wired zone control valves. We requested this change from the FDOT due to our experience with similar wireless

zone control valves which were utilized on the SR 60/Indian River Boulevard improvement project (FPID 409409-1-52-01 and FPID 403596-1-52-01). That experience indicted that the wireless zone control valves were a high maintenance item. The change involved the installation of conduit and zone valve control wires from our existing irrigation control panel at Bay Drive to the project limits. FDOT approved the request and funding on December 1, 2009.

- Drainage Structure revisions: During the course of the project it became apparent that some of the existing drainage structures were closer to the roadway than originally shown on the plans. As a result we determined that these structures would need to be adjusted to match the edge of the new paved shoulder. FDOT determined that a change order was required to properly fund the revisions and approved said change on December 23, 2009.
- Curb Modifications – This modification was requested in order to more safely accommodate bicyclists along the west side of the roadway. The modification was requested by Phil Matson, MPO Staff Director for Indian River County, and further recommended by Larry Hymowitz, FDOT Mobility Project Coordinator. This project is outside the scope of the original project, but because of the relatively low cost was able to be included in the scope of the median enhancement project. The change was also approved by FDOT on December 23, 2009.

This change order adds approximately \$67,155.37 to the existing contract of \$254,609.87 for a new contract total of \$321,765.24. The cost for these modifications has been approved by FDOT for funding through the LAP agreement, which currently is funded at \$453,800. There is no cost to the City for the project nor for this change order.

If you have any questions, please give us a call.

Attachments

Cc: Tom Yonge, PE, Camp Dresser & McKee, Inc.
Jamie Brown, Project Manager, H&D Construction Co., Inc.

WBM/MKF/ntn

SR A1A LANDSCAPE MEDIAN CONTRACT CHANGE ORDER NO. 1 Prepared By: CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS ACCOUNT NUMBER: 304.9900.541.604001 PROJECT NUMBER: 2002-12 EXCEL FILE NAME:		SHEET 1 of 2 CONTRACT DATE: 06/15/2009 NOTICE TO PROCEED 06/29/2009
Name and Address of Contractor: H&D Construction Co., Inc. 1805 S 25th St., Ste 1, Ft. Pierce, FL 34947		

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS AND SPECIFICATIONS:

(1)	(2)	(3)	(4)				
BID ITEM	DESCRIPTION	CONTRACT QUANTITY	UNITS	UNITS PRICE	CHANGE ORDER QUANTITY	INCREASE IN CONTRACT PRICE	DECREASE IN CONTRACT PRICE
Change irrigation controller from battery operated to electric							
1	Install Hunter ICC 24 Station Electrical Controller	0	EA	\$1,050.00	1	\$1,050.00	
2	(12) Gauge Common Wire	0	LF	\$0.50	3,100	\$1,550.00	
3	(14) Gauge Wires to Controller	0	LF	\$0.25	22,500	\$5,625.00	
4	Additional sleeves under Bay Drive and Egret Lane	0	LF	\$70.00	250	\$17,500.00	
5	1 1/4" Conduit	0	LF	\$8.00	3,100	\$24,800.00	
6	Credit for original controllers	0	EA	-\$250.00	3		\$750.00
Modify curb on west side of SR A1A for roadway shoulder safety improvements							
7	Remove F Curb	0	LF	\$45.00	100	\$4,500.00	
8	Hand Form and Pour F Curb	0	LF	\$25.00	100	\$2,500.00	
9	8" Subgrade	0	SY	\$3.50	90	\$315.00	
10	8" Base Rock	0	SY	\$20.00	45	\$900.00	
11	1.5" Asphalt	0	SY	\$18.00	45	\$810.00	
12	Maintenance of Traffic	0	Days	\$500.00	5	\$2,500.00	
Modify Drainage Structures (Time & Material Basis)							
13	Materials	0	EA	\$750.00	3	\$2,250.00	
14	Loader w/Operator	0	HR	\$85.00	8	\$680.00	
15	Pipe Layer	0	HR	\$23.00	16	\$368.00	
16	Pipe Layer	0	HR	\$23.00	16	\$368.00	
17	Laborer	0	HR	\$20.00	16	\$320.00	
18	Foreman	0	HR	\$55.00	16	\$880.00	
19	Bonding (1 1/2% of change order cost)	0	LS	\$989.37	1	\$989.37	
*****CHANGE IN CONTRACT PRICE DUE TO THIS CHANGE ORDER*****							
Total Decrease							\$750.00
Total Increase						\$67,905.37	
Difference Between Column (3) and Column (4)						\$67,155.37	
Net INCREASE in contract price						\$67,155.37	

The sum of \$67,155.37 is hereby ADDED to the original contract price of \$254,609.87
 The total adjusted contract price to date thereby is \$321,765.24
 The time provided for the completion of the contract is INCREASED 14 calendar days
 This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.

Recommended by: Monte K. Falls, PE, Public Works Director Date: 2/4/10
 Accepted by: H&D Construction Co., Inc. Date: 1/28/10
 Approved by: Kevin Sawnick, Mayor Date: _____

SR A1A LANDSCAPE MEDIAN
CONTRACT CHANGE ORDER NO. 1

Prepared By:

DEPARTMENT OF PUBLIC WORKS

ACCOUNT NUMBER: 304.9900.541.604001

PROJECT NUMBER: 2002-12

SHEET 2 of 2

CONTRACT DATE: 06/15/2009

NOTICE TO PROCEED: 06/29/2009

1. Necessity for changes:

Irrigation modification was requested to change wired zone valve controllers due unsatisfactory experience with wireless controllers.

Drainage structure modification was required by field conditions not addressed in original plans.

Curb modifications were requested by MPO to address concerns about bicycle safety on the west side paved shoulder.

2. Is proposed change an alternate bid?

Yes No

3. Will proposed change alter the physical size of the project?

Yes No

If "Yes", explain.

Project was expanded to include curb modification on west side of roadway

4. Effect of this change on the prime contractors:

NONE

5. Has consent of surety been obtained?

Yes

Not Necessary

6. Will this change affect expiration or extent of insurance coverage?

Yes No

If "Yes", will the policies be extended?

Yes No

7. Effect on operation and maintenance costs:

NONE

Recommended by:


Monte K. Falls, Public Works Director

Date:

2/4/10

COUNCIL AGENDA REPORT
MEETING OF FEBRUARY 16, 2010

TO: The Honorable Mayor and Members of the City Council

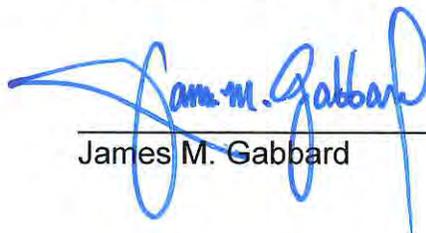
FROM: James M. Gabbard, City Manager

DATE: February 9, 2010

SUBJECT: CITY MARINA SOUTH COMPLEX OFFICE SPACE LEASE

Please find attached a memo from Tim Grabenbauer, dated February 9, 2010, which provides background information and a recommendation on the above-referenced lease.

It is the recommendation of the City Manager's Office that Council approve the lease with Boylan Yacht Management for office space at the City Marina South Complex.



James M. Gabbard

:jav
Attachments

xc: Tim Grabenbauer
Stephen Maillet

N:\AGENDAMARINA\2010\SOUTH COMPLEX OFFICE SPACE LEASE.DOC

Memo

To: James Gabbard, City Manager

From: Tim Grabenbauer, Marina Director



CC:

Date: 2/9/2010

Re: AGENDA ITEM FOR REGULAR CITY COUNCIL MEETING FEBRUARY 16th, 2010

ITEM:

CITY MARINA SOUTH COMPLEX OFFICE SPACE LEASE

RECOMMENDATION:

Recommend lease be awarded to Boylan Yacht Management

BACKGROUND INFORMATION:

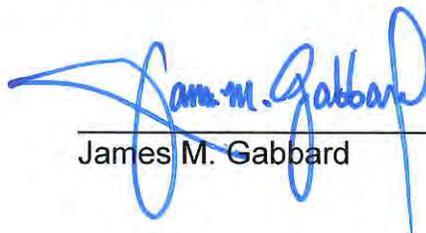
This lease is for the former brokerage office space at 3599 Rio Vista. Blvd. The lease is for a period of one year. There are two interested parties which are both yacht brokers. Both applicants have extensive knowledge in their field, have a long local history and are well respected in the community. All things being close to equal the marina is recommending Mr. Boylan due to his higher credit score and his offer to write a check for the entire years rent.

COUNCIL AGENDA REPORT
MEETING OF FEBRUARY 16, 2010

TO: The Honorable Mayor and Members of the City Council
FROM: James M. Gabbard, City Manager
DATE: February 9, 2010
SUBJECT: CITY MARINA SOUTH COMPLEX OFFICE SPACE LEASE

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Attachments

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Stephen Maillet

N:\AGENDAMARINA\2010\SOUTH COMPLEX OFFICE SPACE LEASE.DOC

Memo

To: James Gabbard, City Manager

From: Tim Grabenbauer, Marina Director 

CC:

Date: 2/9/2010

Re: AGENDA ITEM FOR REGULAR CITY COUNCIL MEETING FEBRUARY 16th, 2010

ITEM:

CITY MARINA SOUTH COMPLEX OFFICE SPACE LEASE

RECOMMENDATION:

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BACKGROUND INFORMATION:

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**APPLICATION FOR LEASING PROPERTY
VERO BEACH MUNICIPAL MARINA**

PERSONAL INFORMATION:

Name: THOMAS E. BOYLAN
Telephone No.: 772-633-2076 Social Security No.: 019 - 58 - 3125
Address: 3712 MOCKINGBIRD DR. VERO BEACH, FL 32963

BUSINESS INFORMATION:

Name of Business: BOYLAN YACHT MANAGEMENT
Type of Business: YACHT BROKERAGE YACHT MANAGEMENT
How long have you been working in this type of business: 15 years. IN VERO
Form of Business (Corporation, Partnership, LLC, Sole Proprietorship, etc.): SOLE PROPRIETORSHIP
Is business incorporated: Yes No Date of Incorporation: _____
Is company authorized to conduct business in the state of Florida: Yes No
Corporate Officers/Partners/Members:

- Name: THOMAS E. BOYLAN Title: OWNER
Address: 3712 MOCKINGBIRD DR. VERO BEACH, FL. 32963
- Name: _____ Title: _____
Address: _____
- Name: _____ Title: _____
Address: _____

Current Business Address: 221 MARINA VILLAGE CIRCLE VERO BEACH, FL. 32967
Current Business Telephone No.: 772-633-2076
How long has the business been located at this address: 2 years.
Is the property upon which the business is located: Owned Leased
If Leased, what is the current monthly rent payment: \$ 825.77 per month.
Mortgagee or Landlord's Name: _____ Telephone No.: _____
Mortgagee or Landlord's Address: _____
Are you vacating your present location: Yes No If Yes, why are you vacating your present location: VACATED DEC. 1, 2009. NO LONGER WANT TO BE IN A GATED LOCATION. DIFFICULT FOR THE PUBLIC TO FIND THE OFFICE
What is your intended use of airport property: SEE ATTACHED LETTER

REFERENCES:

Please list the names and telephone numbers of three (3) companies with which you currently do business:

- Name: BOYLAN YACHT MGT. / BOYLAN YACHT MGT. ESCROW
MARINE BANK & TRUST (GEORGIA TRUST) Telephone No.: 772-231-8207
- Name: PERFORMANCE MARINE ELECTRONICS (DARCEL ZEMAN) Telephone No.: 772-696-3220
- Name: LEWIS MARINE SUPPLY (CARMON TUNICK) Telephone No.: 321-632-8484

Have you or your company ever filed for bankruptcy protection: Yes _____ No X

If Yes, during what period of time: N/A Location: N/A

What was the outcome: N/A

Have you or your company ever been sued for a debt: Yes _____ No X

If Yes, date(s) and location(s): N/A

Have you or your company ever been sued for eviction or foreclosure: Yes _____ No X

If Yes, date(s) and location(s): N/A

If your application is considered favorably, and you agree on the terms and conditions of a lease agreement with the City, are you willing to sign the lease in your personal capacity and provide a personal guarantee to meet all of your obligations under the agreement: Yes X No _____

NOTE: Please attach a current personal credit report and a current personal and company financial statement to this application (the application cannot be fully evaluated until this information is received).

SIGNATURE:

I certify that the facts contained in this application are true and correct. I authorize the City of Vero Beach to conduct a background investigation and verification of references for purposes of this application.

Signature: Thomas E. Boylan Date Completed: 30 JAN 2010

Boylan Yacht Sales & Management
P.O. Box 643144
Vero Beach, FL, 32964

January 9, 2010

Tim Grabenbauer, CMM
Marina Director/Harbormaster

Dear Tim,

Boylan Yacht Sales and Management has been an established business in Vero Beach since 1995. BYSM offers yacht brokerage services and marine maintenance services and currently has 14 vessels from 28 to 65 feet in its management program and 20 vessels actively listed with its brokerage. All vessels except for three are located in Vero Beach. Several of these boats are currently on an annual dockage agreement with the City Marina.

Boylan Yacht Sales advertises on a global network system via Yachtworld.com and Boats.com., as well as using periodicals. These efforts draw people from all over the country and some from overseas to Vero Beach to see these advertised vessels. Beyond yacht brokerage, BYSM provides management services which include captain services, consulting, dive services, prop repair, parts, custom electronics installation, washing, waxing, custom carpentry, varnishing, engine service, yard supervision and hurricane plans for absentee owners. BYSM has been a licensed, bonded and insured company in Vero Beach for the last 15 years.

I, the principal of BYSM, have been a resident of the barrier island for the last 15 years. I have spent my entire life involved in the marine industry beginning with my tenure in the United States Coast Guard, my subsequent career in the yacht charter business and, finally, my established business of Boylan Yacht Sales and Management in Vero Beach. BYSM is a member of the Florida Yacht Brokers Association, the Marine Industries Association of the Treasure Coast, and the CCA. I personally hold a USCG 100 Ton Master License, TWIC credentials and a Yacht and Ship Broker's License. BYSM is a contributor to the Grand Harbor Outreach Foundation and a sponsor at the annual Grand Harbor Golf Tournament.

My roots in the community are obviously deep and long-standing and my hope is to be an active member of our business community for the next 15 years. The services I offer will promote business in the City Marina including fuel sales and dockage. The

AUTHORIZATION TO OBTAIN AND PROVIDE INFORMATION

TO WHOM IT MAY CONCERN:

I have applied to lease certain premises from the City of Vero Beach, and I authorize the City of Vero Beach to obtain information concerning my credit, previous tenancies, banking and trade references, and similar information. I authorize and request that you please provide the City of Vero Beach with any information you may have, including, but not limited to, information concerning my bank accounts, utility accounts, charge accounts, rental accounts, and other accounts that I may have or have had with you, whether business or personal. The information may include, but is not limited to, past and present balances and payment records. For myself and the named company, I hereby release from liability and agree to hold harmless any company or entity, its employees, officers, directors and agents for supplying this information.

Thank you.

Thomas E. Boylan
(Name of proposed lessee)

By: Thomas E. Boylan
Print: THOMAS E. BOYLAN
Title: OWNER

Date: 03 FEB 200

AC# 3865571

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
YACHT AND SHIP BROKERS

SEQ# L08071900739

DATE	BATCH NUMBER	LICENSE NBR
07/19/2008	080046119	EBK3373

The YACHT AND SHIP EMPLOYING BROKER
Named below IS LICENSED
Under the provisions of Chapter 326 FS.
Expiration date: JUL 23, 2010

BOYLAN, THOMAS
BOYLAN YACHT MANAGEMENT
3712 MOCKINGBIRD DR.
VERO BEACH FL 32963

CHARLIE CRIST
GOVERNOR

CHUCK DRAGO
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW



2010 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 01/10

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2010

Business Name and Location Address	Registration Effective Date	Certificate Number
BOYLAN YACHT MANAGEMENT THOMAS E. BOYLAN 1221 MARINA VILLAGE CIR VERO BEACH FL 32967-7033	04/19/99	41-8012022822-8

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

Presented to: _____ (insert name of seller on photocopy) (date) Presented by: _____ Authorized Signature (Purchaser) (date)

2009-2010

LOCAL BUSINESS TAX

INDIAN RIVER COUNTY, FLORIDA

ACCOUNT 1922
BUS ID 14816677
EXPIRES Sep 30, 2010

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

TYPE OF BUSINESS 000148 *YACHT & SHIP BROKER
000275 MISCELLANEOUS

X RENEWAL
NEW TRANSFER - ORIGINAL TAX 40.00

BUSINESS ADDRESS 1221 MARINA VILLAGE CIR
VERO BEACH, FL 32967

EBK3373

AMOUNT PENALTY 6.00

NAME MAILING ADDRESS BOYLAN YACHT MANAGEMENT
BOYLAN, THOMAS
1221 MARINA VILLAGE CIR
VERO BEACH FL 32967

TOTAL 46.00

CAROLE JEAN JORDAN TAX COLLECTOR
PO BOX 1509 VERO BEACH FL 32961

This receipt is in addition to any other fees required by law or official ordinance and is subject to regulations of zoning, health and any other lawful authority. Owner must notify the Collector's Office of any changes in business name, ownership, location address or mailing address.

Licensee Details

Licensee Information

Name: **BOYLAN, THOMAS (Primary Name)**
BOYLAN YACHT MANAGEMENT (DBA Name)

Main Address: **3712 MOCKINGBIRD DR.**
VERO BEACH Florida 32963

County: **INDIAN RIVER**

License Mailing:

LicenseLocation: **3712 MOCKINGBIRD DR.**
VERO BEACH FL 32963

County: **INDIAN RIVER**

License Information

License Type: **Yacht & Ship Salesperson or Broker**

Rank: **Employing Brkr**

License Number: **EBK3373**

Status: **Current**

Licensure Date: **07/23/1998**

Expires: **07/23/2010**

Special Qualifications **Qualification Effective**

[View Related License Information](#)

[View License Complaint](#)

11:13:07 AM 2/3/2010

Complaint Details

Displayed is a listing of public complaints regarding the person or entity selected. The only complaints that appear on this screen are public complaints against persons or entities that currently are licensed by the Department of Business and Professional Regulation. Such data includes complaints for which probable cause has been determined or where the subject of the complaint has waived his/her right to confidentiality. However, the department is precluded from disclosing any complaints which are confidential pursuant to Section 455.225(10), Florida Statutes. If you would like to file a new complaint it can be filed here.

Complaints filed with the Division of Florida Land Sales, Condominiums, and Mobile Homes, the complaint forms and all information submitted to the Division are public records under the provisions of Chapter 119, Florida Statutes, Florida's Public Record Law. Accordingly, any person may inspect the case file and may obtain copies of any of the materials in the file. The Division does not represent your private interests. Any action taken by the Division will be on behalf of the State of Florida.

Complaints created by or filed with the Division of Alcoholic Beverages and Tobacco become public upon the completion of the investigation. However, only those complaints created or filed since August 21, 2002, are available through this site. To ascertain the existence of public complaints pertaining to violations of alcohol and tobacco laws prior to that date, please submit a public records request by contacting us via phone at 850.487.1395 or via mail at Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, 1940 North Monroe Street, Tallahassee, Florida 32399-1020.

Additional search mechanisms are available to ascertain the existence of any public records pertaining to the unlicensed activity of the person or entity about which you are inquiring.

[Search for Public Records Pertaining to Unlicensed Construction Contractor Complaints Here](#)

[Search for Public Records Pertaining to all other Unlicensed Complaints Here](#)

Name:

Number	Class	Incident Date	Status	Disposition	Disposition Date	Discipline	Discipline Date
--------	-------	---------------	--------	-------------	------------------	------------	-----------------

No Complaint Information found.

[| Terms of Use](#) | [| Privacy Statement](#) |

Thomas Boylan's homepage
Membership ID#: 114866870 ([Edit Profile](#))



View Your Score
Dated: 2/2/2010



Buy your Experian®
Credit Report for \$1.95



Upgrade to a
3-Bureau Report

Member Resources

- [Dispute Center](#)
- [Credit Education](#)
- [Financial Calculators](#)
- [Product Guarantee](#)

Helpful Information

- [Frequently Asked Questions](#)
- [About freecreditscore.com](#)

Contact Us

- [Customer Care](#)
- [Fraud Resolution Assistance](#)

Your Credit Score [Visit Score Center >](#)

Track the progress of your Credit Score the last 6 months.

787 **Score Date:**
02/02/2010
[\(View Details\)](#)



Your Alerts

[Visit Alerts Center >](#)

Alerts Emailed to: boylanyacht@aol.com ([Edit](#))

Your Enrollment is in Progress.

Your enrollment in 3-bureau credit monitoring is currently in progress. It typically takes three to five days for each of the bureaus (Experian, Equifax, and TransUnion) to verify your identity and begin monitoring your Credit Report. We will send you an email to let you know when your enrollment is complete.

These are some of the areas we monitor:

- | | |
|------------------------|-----------------------|
| • New Accounts | • Address Changes |
| • New Inquiries | • Court Judgments |
| • Late/Missed Payments | • Collection Accounts |

See all 3!



Get all 3 of my national credit reports and all 3 scores. Check for potential inaccuracies. See who's been viewing my reports.



3 Credit Reports & Scores

See my 3!

Your Experian Credit Summary

[Visit Report Center >](#)

Experian Report Date: NONE

Add your Experian Credit Report for just \$1.95*!

Get the facts behind your Credit Score. See all of your account information in a convenient, easy-to-read format.

- Check for errors or unauthorized activity that could hurt your credit
- Review your Credit Report for details if you receive an Email Alert
- See all of your account information in a convenient, easy-to-read format.

[Get My Credit Report](#)

*This is a one-time offer during trial.



Score Center

Here is where you can find everything you need to know about your Credit Score. Click the tabs below to:

- Track your Score over time and view your Score history.
- Understand your Score by seeing the specific factors that impact it
- Estimate your Score based on changing credit behaviors

Your Experian® Score is: **787**
(as of 2/2/2010)

TRACK YOUR SCORE

Understand Your Score

Estimate Your Score

Your Credit Score is a fluid number that changes as elements in your Credit Report change. Use the Score Tracker below to view your Credit Score at various points in time as well as your overall Score history.

View: 3 Months 6 Months 9 Months 1 Year



Your Score History

Use this list to see how your Experian Credit Score changes over time.

Date	Score	Change
February 02/02/2010	787	↑

Your Current Risk Level = **Very Low (726-830)**

Factors in your credit file indicate you have excellent credit. Lenders will likely offer you the best rates and terms.

OWNERS INS. CO.

55040 (11/87)
Issued 09-02-2009

AGENCY HILB ROGAL HOBBS FL INC-VERO B
12-0119-00 MKT TERR 051

Company POLICY NUMBER 962382-72539516-09
Bill

INSURED THOMAS E BOYLAN

Term 10-22-2009 to 10-22-2010

COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE

General Aggregate (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal Injury And Advertising Injury	1,000,000
Each Occurrence	1,000,000

Commercial General Liability Plus Endorsement 55091

Damage to Premises Rented to You (Fire, Lightning, Explosion, And Water Damage)	300,000	Any One Premises
Medical Payments	10,000	Any One Person
Hired Auto & Non-Owned Auto	1,000,000	Each Occurrence

Expanded Coverage Details See Form:
 Extended Watercraft
 Personal Injury Protection
 Broadened Supplementary Payments
 Broadened Knowledge Of Occurrence
 Additional Products-Completed Operations Aggregate

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55300.

AUDIT TYPE: Annual Audit

FORMS THAT APPLY TO THIS COVERAGE: 59350 (01-08) IL0021 (11-85) IL0017 (11-85)
 55068 (08-89) 55146 (06-04) 55188 (09-04) 55238 (06-04) 55296 (07-05)
 55300 (07-05) 55168 (12-04) 55091 (08-05) 55371 (01-07) 55376 (02-07)

LOCATION OF PREMISES YOU OWN, RENT OR OCCUPY

LOC 001 BLDG 001 1221 Marina Village Cir
Vero Beach, FL 32967-7033

TERRITORY: 006 COUNTY: Indian River

Classification	Subline	Premium Basis	Rates	Premium
CODE 00501 Commercial General Liability Plus Endorsement Included At 7% Of The Premises Operation Premium	Prem/Op	Prem/Op Prem Inc	Inc	Inc
CODE 91235 Boat Repair And Servicing	Prem/Op Prod/Comp Op	Payroll 25,000 25,000	Each 1000 23.466 22.595	\$587.00 \$565.00

Owners

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective 10-22-2009

AGENCY HILB ROGAL HOBBS FL INC-VERO B
12-0119-00 MKT TERR 051 (772) 562-3369

POLICY NUMBER 962382-72539516-09

INSURED THOMAS E BOYLAN
DBA BOYLAN YACHT MANAGEMENT

ADDRESS 1221 MARINA VILLAGE CIR
VERO BEACH, FL 32967-7033

Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
10-22-2009	to 10-22-2010

In consideration of payment of the premium shown below, this policy is renewed. Please attach this
Declarations and attachments to your policy. If you have any questions, please consult with your agent.

COMMERCIAL GENERAL LIABILITY COVERAGE

	CODE 91581	Prem/Op	Total Costs If Any	Each 1000 1.245	Inc
Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection Or Repair - Not Buildings		Prod/Comp Op	If Any	3.029	Inc
	CODE 49950				
Additional Interests Managers/Lessors Of Premises 32967 Partners Ltd		Prem/Op	1,000	7.261	\$7.00
TERRORISM - CERTIFIED ACTS	SEE FORM	59350			\$12.00

LOCATION 001 PREMIUM \$1,171.00

COMMERCIAL/OFFICE LEASE AGREEMENT
VERO BEACH CITY MARINA

This Commercial/Office Lease Agreement ("**Lease Agreement**") is executed on this ____ day of _____, 2010, by and between the **CITY OF VERO BEACH**, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is P.O. Box 1389, Vero Beach, Florida 32961-1389 ("**LANDLORD**"); and **THOMAS BOYLAN, BOYLAN YACHT MANAGEMENT**, a Florida sole proprietorship, ("**TENANT**"), whose mailing address is 1221 Marina Village Circle, Vero Beach, FL 32967.

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LANDLORD and TENANT agree as follows:

1. LEASED PREMISES. LANDLORD hereby demises and leases to TENANT, and TENANT hereby hires, rents, and leases from LANDLORD, real property located at the Vero Beach City Marina South Complex Building, "Marina Building," 3599 Rio Vista Blvd., Vero Beach, Indian River County, Florida. The Leased Premises consists of 500 square feet of building space, together with use of common areas, in common with other tenants, their customers or clients, and members of the general public, and is more particularly described as in Attachment A to this Lease Agreement. TENANT'S staff and customers are authorized to utilize the parking area lying east of the South Complex Building with others utilizing the Marina facilities on a first come, first served basis.

2. TERM.

(a) The initial term of this Lease Agreement shall be one (1) year(s), commencing on

MARCH 1, 2010, and terminating on FEBRUARY 28, 2011.

(b) TENANT shall have one option to renew this Lease Agreement for a term of one (1) year(s) at the conclusion of the initial term pursuant to the Renewal Rental Rate Adjustment Procedure in Paragraph 3(c) below; provided, however, that TENANT is not in default hereunder, and provided that TENANT shall first give written notice to LANDLORD of TENANT'S intention to exercise this option no less than six (6) months prior to the termination of the initial term. All other terms and conditions herein shall apply during the second term unless otherwise provided herein.

3. **RENT; TAXES; RENT ADJUSTMENT; SECURITY DEPOSIT.**

(a) **Rent.** Subject to the adjustment, escalation, and other provisions of this Lease Agreement, TENANT shall pay to LANDLORD, in lawful money of the United States, a total rent during the initial term of this Lease Agreement of Seven Thousand Five Hundred Dollars (\$7,500.00). The monthly rent shall be Six Hundred Twenty-Five Dollars (\$625.00). Pursuant to Paragraph 3(b) and Paragraph 8 of this Lease Agreement, TENANT also shall pay all legally imposed taxes, fees, or assessments billed for that month. This rental rate is based on 500 square feet of building space at Fifteen Dollars (\$15.00) per square foot per year, including reasonable usage of common area spaces. Rent shall be due on the first day of each month. Failure to pay the monthly rent in full by the tenth (10th) day of each month shall result in the assessment of a late charge of five percent (5%) of the amount then owing, or \$50.00, whichever is greater.

(b) **Taxes.** Pursuant to Paragraph 9 of this Lease Agreement, TENANT also shall pay all legally-imposed federal, state and local taxes, fees, and assessments accruing during the term of this Lease Agreement.

(c) **Renewal Rental Rate Adjustment Procedure.** Upon receipt of a notice from TENANT of an intent to exercise TENANT'S option to renew the Lease Agreement for an

additional term, a **“Renewal Rental Rate Adjustment Procedure,”** as hereinafter described, shall be initiated at least two (2) months, but not more than four (4) months, prior to the expiration of the Initial Term. LANDLORD shall initiate the “Renewal Rental Rate Adjustment Procedure” by notifying TENANT, in writing, of the current market rental rates in effect on the date TENANT’S notice is received or the rates intended to be in effect at the date the first monthly rent payment becomes due for the extension, whichever is greater. TENANT shall have thirty (30) days from the date of receipt of the notice of renewal rental rate, as adjusted, to accept the adjusted rental rate proposed by LANDLORD, in writing, or to reject the adjusted rental rate and provide notice to LANDLORD that TENANT shall be vacating the Leased Premises on or before the last day of the current lease term. TENANT may also, at TENANT’S sole discretion, propose terms for a new lease upon the same or different space at the Marina Building.

(d) **Security Deposit.** Prior to the Lease Agreement commencement date, TENANT shall provide security for the performance of this Lease Agreement, in a form acceptable to LANDLORD, in the amount of Two Thousand Six Dollars and Twenty-Five Cents (\$2,006.25), and said amount shall immediately be forfeited by TENANT to LANDLORD in the event of a default under the terms of this Lease Agreement that is not immediately cured under the terms herein, and shall be applied as a credit to any sums due to LANDLORD upon default. If LANDLORD applies any part of the security deposit to cure any default of TENANT, TENANT shall on demand deposit with LANDLORD the amount so applied so that LANDLORD shall have the full security deposit on hand at all times during the term of this Lease Agreement. TENANT’S failure to pay LANDLORD a sufficient amount to restore the security deposit to the required amount within five (5) days after receipt of a written demand for it shall constitute a default of the Lease Agreement. It is expressly understood and agreed by the parties that the security deposit shall not be considered an advance

payment of rental or a measure of LANDLORD'S damages in case of default by TENANT. Said deposit shall be returned to TENANT upon the successful conclusion of the performance by TENANT of the terms of this Lease Agreement.

4. **ASSIGNMENT.** TENANT shall not, either directly or indirectly, by any means, assign, sublease, hypothecate or transfer the Lease Agreement or any interest therein, or any portion of the Leased Premises, including any improvements thereon, without the express written consent of LANDLORD. LANDLORD shall not unreasonably withhold consent. However, any proposed assignee, sublessee, or transferee shall meet all lease requirements for such assignment, subleases, or transfer. In no event shall LANDLORD'S granting of consent to one or more assignments, subleases, hypothecations, or transfers constitute a waiver of LANDLORD'S right to refuse consent as to subsequent assignments, subleases, hypothecations, or transfers. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law, without the express written consent of LANDLORD. TENANT agrees that use of the Leased Premises or any portion thereof by any subtenants, suboperators, or submanagement shall not diminish in any way rents due LANDLORD from TENANT. If this Lease Assignment is assigned, or if the Leased Premises or any part thereof is sublet or occupied by anybody other than TENANT, with or without LANDLORD'S consent, LANDLORD may collect rent directly from such assignee, sub-lessee or occupant, and apply the net amount collected to the rent herein reserved. However, no such collection of rent shall be deemed a waiver of this covenant, or shall be deemed the acceptance of such assignee, sub-TENANT or occupant as, or in place of, TENANT, or a release of TENANT for obligations on the part of TENANT herein contained. Stock transfers, asset transfers, and any other ownership transfer of a tenant that changes the management or policy-making individuals of the TENANT shall be considered an "indirect transfer" of the Lease,

requiring express written consent of the LANDLORD prior to any such transfer or change in ownership or management. Any assignment or sublease shall be subject to the terms of the Lease Agreement with TENANT and all attachments and amendments. Any assignment or sublease without the express written consent of LANDLORD shall be void ab initio, and TENANT'S lease shall remain in force and effect.

5. ALTERATIONS.

(a) TENANT may be allowed to make alterations, changes, additions, or improvements to the interior of the Leased Premises necessary to accommodate the needs of TENANT'S business. TENANT shall not make any alterations, changes, additions, or improvements to the Leased Premises without the prior express written consent of LANDLORD. All work shall be performed in a good and workmanlike manner and shall be made in accordance with plans and specifications approved by LANDLORD, and with all applicable laws, rules and regulations, including, without limitation, the Americans With Disabilities Act. In the event that any federal or state governmental authority directs any modification or alteration to the Leased Premises solely as the result of TENANT'S occupancy, TENANT shall pay for the cost of the modification or alteration. If, because of any act or omission of TENANT, its successors or assigns, any mechanic's, materialman's, laborer's, or any other lien or other order for payment of money shall be recorded against the Leased Premises, or any part thereof, or otherwise asserted against LANDLORD, then TENANT shall, at TENANT'S own cost and expense, cause the same to be satisfied, cancelled, and discharged of record, and further shall indemnify and hold harmless LANDLORD from and against any and all costs, expenses, claims, losses or damages, including reasonable attorney's fees, through trial and appeal, resulting therefrom or by reason thereof.

(b) LANDLORD shall not make any alterations to ingress, egress, common areas, or the parking area without the prior express written notice to TENANT, and such alterations shall not unduly impair TENANT'S ingress or egress to the Leased Premises.

6. **ASSIGNMENT OF RENTS.** As additional security under the Lease Agreement, TENANT assigns, transfers, and sets over unto LANDLORD all of the rents for the Leased Premises accruing to TENANT pursuant to any assignment or sublease whether approved by LANDLORD or not; this assignment shall become operative upon any default by TENANT under the terms of the Lease Agreement and shall remain in full force and effect so long as any default continues to exist in the making of any of the payments or performance of any of the covenants of the Lease Agreement, and LANDLORD shall have the right to collect same directly from the person(s) or entity in possession.

7. **NO ABATEMENT OF RENTS.** No diminution or abatement of rent or offset shall be claimed or allowed. If TENANT has a disagreement or claim arising from the Lease Agreement or the Leased Premises, TENANT shall make such disagreement or claim known to LANDLORD in writing, but TENANT shall continue to pay to LANDLORD or pay to the court registry all rents, fees and applicable federal, state, and local taxes, fees, and assessments as they become due. Failure by TENANT to pay all monies as they become due may be deemed a default under the terms of the Lease Agreement at LANDLORD'S sole option.

8. **LIMITATION ON LANDLORD'S LIABILITY:**

(a) Tenant accepts the condition of the Leased Premises as is and recognizes and agrees to fully assume all risks, known and unknown, that arise or might arise incidental to, arising out of, or in any way connected with use of the Leased Premises, the Marina, and the roadways and other means of ingress and egress, and on behalf of itself, its successors, assigns, administrators, receivers, and trustees, release and forever discharge the LANDLORD, its elected officials, officers,

employees, agents, their successors, and assigns, of and from any and all liabilities, claims, demands, damages, actions, costs, or expenses of any nature, known or unknown, arising out of or in any way connected with such uses by TENANT. TENANT understands and agrees that this release includes claims based on the negligence, actions, or inaction of the LANDLORD and the other above released individuals and entities and covers any cause or condition whatsoever, including, but not limited to, bodily injury, death, and property damage or loss.

(b) LANDLORD shall not be liable to TENANT for any claim for compensation or any losses, damages or injuries sustained by TENANT resulting from failure of any water supply or sewer service, heat or electrical current, whether on the surface or underground, including, but not limited to, stability, moving, shifting, settlement, or displacement of materials by fire, water, windstorm, tornado, act or state of war, civilian commotion or riot, or any other cause beyond the control of LANDLORD.

9. TAXES.

(a) In the event that Section 212.031, Florida Statutes taxes are legally imposed as a result of this Lease Agreement, TENANT is solely responsible for all taxes, if any, imposed under Section 212.031, Florida Statutes, or as that provision may be amended, by the Florida Department of Revenue or locally imposed through a surtax, accruing during the term of the Lease Agreement or any renewal thereof. In the event that taxes are legally imposed, TENANT is solely responsible for TENANT'S pro rata share (based on square footage) of ad valorem and non-ad valorem taxes, impact fees, and assessments levied, if any, against the Leased Premises as more particularly described in Attachment A to this Lease Agreement accruing during the term of the Lease Agreement or any renewal thereof. TENANT shall pay all such legally imposed taxes imposed under Section 212.031, Florida Statutes, directly to the LANDLORD pursuant to Section 212.031(2) (a), Florida

Statutes. All ad valorem and non-ad valorem taxes that are legally imposed shall be advanced and paid by LANDLORD on behalf of TENANT directly to the Indian River County Tax Collector's Office and reimbursed by TENANT to LANDLORD within thirty (30) days of delivery of an invoice therefor to TENANT.

(b) TENANT acknowledges that any taxes legally imposed on the leasehold under Section 212.031, Florida Statutes, or as that provision may be amended, by the Florida Department of Revenue or locally imposed through a surtax, if any, are imposed on TENANT, and not on LANDLORD. TENANT acknowledges that any ad valorem taxes legally imposed on the leasehold under Section 196.199, Florida Statutes (taxation of government leaseholds), any non-ad valorem taxes, impact fees and assessments, if any, are imposed on TENANT, and that LANDLORD, as a governmental entity, is immune or exempt from such imposition.

10. INDEMNIFICATION AND HOLD HARMLESS. TENANT hereby agrees to indemnify and hold harmless LANDLORD, its elected officials, officers, employees, agents, their successors and assigns from and against any and all liabilities, damages, losses and costs, including, but not limited to, all costs and attorney's fees, through trial and appeal, that may be claimed or accrued by reason of the use, occupancy, or improvement of the Leased Premises by TENANT's Representatives (defined below), or caused by the act or neglect of TENANT's Representatives; provided, however, TENANT shall not have any obligation under the foregoing sentence if such liability, damage, loss, and costs is caused by the gross negligence, or willful misconduct of LANDLORD. For purposes of this Paragraph, the term "**TENANT's Representatives**" shall mean TENANT's officers, agents, employees, guests, customers, and invitees. TENANT further agrees to hold LANDLORD harmless for any loss, damage or destruction of any personal property, fixtures or improvements within or on the Leased Premises.

11. INSURANCE.

(a) **Commercial General Liability Insurance.** TENANT shall procure, maintain and pay for commercial general liability insurance providing all risks coverage which protects LANDLORD, LANDLORD'S elected officials, employees, officers, and agents, and TENANT, from claims arising from bodily injury, property damage, operations, premises and fire legal liability. Such insurance coverage shall have a combined single limit of not less than \$1,000,000.00. Coverage shall be provided in a form no more restrictive than the latest edition of the commercial general liability policy filed by the Insurance Services Office. TENANT'S insurance shall be primary and any other insurance maintained by the City shall be in excess of and shall not contribute with TENANT'S insurance.

(b) All insurance required by this Paragraph shall be with a company licensed to do business in the State of Florida, and be otherwise satisfactory to LANDLORD.

(c) TENANT agrees that LANDLORD shall have the right to periodically review the adequacy of the required insurance and amend the insurance requirements of this Paragraph. Factors which may be considered include, but are not limited to, changes in generally-accepted insurance industry standards and practices, changes in TENANT'S use of the premises, measurable changes in local and national economic indicators and changes in City policies and procedures.

(d) The insurance policies referred to above shall name LANDLORD as an additional insured and shall include provisions for at least thirty (30) days advance notice to LANDLORD by the insurer prior to any policy change, amendment, termination or expiration of coverage. TENANT shall direct its insurance agent to provide LANDLORD with a policy and certificates of insurance stating that the coverages as provided herein are in force prior to the commencement date of this Lease Agreement, and for each term of coverage thereafter.

(e) In the event that TENANT should fail for any reason to procure or maintain the above-referenced general commercial liability insurance coverage for the benefit of LANDLORD at the minimum amounts required herein, or at the written request of TENANT, LANDLORD, at LANDLORD'S sole discretion, may secure insurance coverage at TENANT'S expense, or may declare TENANT in default. TENANT shall reimburse LANDLORD for the cost of such insurance coverage secured by LANDLORD within thirty (30) days of TENANT'S receipt of an invoice from LANDLORD for such insurance coverage. TENANT shall be responsible for the payment of any applicable deductibles set out in the insurance policy secured by LANDLORD.

(f) TENANT is strongly encouraged to procure, pay for, and maintain, a renter's policy of insurance covering TENANT for potential losses to its personal property, effects, and business income.

12. USE OF LEASED PREMISES; RESTRICTIONS ON USE.

(a) TENANT shall use and occupy the Leased Premises for office use only. LANDLORD represents that the Leased Premises are suitable for office use and may lawfully be used for the stated purpose.

(b) TENANT expressly agrees for TENANT and TENANT'S successors and assigns, to prevent any use of the Leased Premises which would interfere with or adversely affect the operations or maintenance of the Marina and the South Complex Building, or otherwise constitute a public hazard.

(c) TENANT agrees to observe and obey all laws, ordinances, rules and regulations promulgated and enforced by LANDLORD and by any other proper authority having jurisdiction over the conduct of operations at the Marina, and all further revisions or amendments thereto. Further, TENANT agrees that TENANT shall not occupy or use or permit or suffer the Leased

Premises or any part thereof, to be occupied or used for any unlawful or illegal business or purpose, nor in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future laws, rules, requirements, orders, ordinances, regulations of the United States of America, or of the State, County, or City government, or their administrative boards or agencies.

13. CONSTRUCTION OF IMPROVEMENTS.

TENANT is prohibited from constructing any improvements or making structural changes to the Leased Premises without the express written permission of LANDLORD. Any improvements, if allowed, shall be made by an established general contractor properly licensed, insured, and authorized to work in the City of Vero Beach, and in compliance with any building permits required by the Indian River County Building Department.

14. RESPONSIBILITY FOR AND MAINTENANCE OF LEASED PREMISES.

(a) TENANT and LANDLORD both agree that the Leased Premises are leased in as-is condition and unfurnished.

(b) LANDLORD shall maintain the South Complex Building, and all structural attributes, including roofs, common areas, and all equipment located within the building, including, but not limited to, the air conditioning, machinery, plumbing, wiring, pipes, electrical fixtures, and all other equipment. LANDLORD shall maintain the grounds, landscaping and common parking areas on and adjacent to the Leased Premises.

(c) TENANT shall be responsible for all maintenance to the interior of the Leased Premises, reasonable wear and tear excepted. TENANT shall keep the Leased Premises clean, shall dispose properly of all debris and other waste matter which may accumulate in compliance with all applicable laws and regulations.

15. DEFAULT.

(a) **Default by TENANT in Payment of Rent.** Should TENANT fail to pay to LANDLORD any installment of rent when due, TENANT shall be deemed in default of the Lease Agreement and TENANT shall either cure such default or surrender possession of the Leased Premises to LANDLORD within three (3) days after written notice of the default is served on TENANT.

(b) **Defaults by TENANT Other than Rent.** Should TENANT fail to perform or comply with any of its obligations, covenants, conditions, agreements, or assurances, other than payment of rent, TENANT shall be deemed in default of the Lease Agreement and TENANT shall either cure such default or surrender possession of the Leased Premises to LANDLORD within fifteen (15) days after written notice of the default is served on TENANT.

(c) **Abandonment by TENANT.** Should TENANT abandon the Leased Premises, whether such abandonment is actually known to LANDLORD or presumed, TENANT shall be deemed in default of the Lease Agreement. Absent actual knowledge by LANDLORD of abandonment of the Leased Premises by TENANT, abandonment shall be presumed when: (a) TENANT has been absent from the Leased Premises for a period of thirty (30) consecutive days; and (b) TENANT has not notified LANDLORD in writing of the absence being intended; and (c) the rent is not current; and (d) ten (10) days have elapsed since service of a written notice on TENANT of the default and LANDLORD'S intent to retake possession.

(d) **Default by LANDLORD.** Should LANDLORD fail to perform or comply with any of its obligations, covenants, conditions, agreement, or assurances, LANDLORD shall either cure such default within fifteen (15) days after written notice of the default is served on LANDLORD, or TENANT may terminate the Lease Agreement. If TENANT chooses to terminate the Lease

Agreement under this provision, TENANT shall pay to LANDLORD all rent, fees, taxes and other amounts due through the date of termination.

(e) **LANDLORD'S Right of Possession on TENANT'S Default.** LANDLORD may retake possession of the Leased Premises without judicial action upon surrender or abandonment of the Leased Premises by TENANT. Should TENANT fail to cure a default under the Lease Agreement or in the alternative to surrender or abandon possession of the Leased Premises within the time provided, LANDLORD shall have the right to recover possession of the Leased Premises as provided by law in an action for possession. LANDLORD'S retaking of possession of the Leased Premises, whether by TENANT'S surrender or abandonment of the Leased Premises, or by judicial action, shall not be deemed a waiver of any of LANDLORD'S other claims, rights or remedies. If LANDLORD retakes possession of the Leased Premises, then: (i) the Lease Agreement shall be terminated, (ii) LANDLORD may, at its option, declare the entire amount of the rent accelerated so it shall be immediately due and payable, and (iii) the parties shall remain liable to each other for all liabilities arising prior to the date on which LANDLORD retook possession.

(f) **LANDLORD'S Remedies In Addition To Repossession.** Should TENANT fail to cure a default under the Lease Agreement pursuant to Paragraph 15(a), (b), or (c) above, in addition to recovery of possession of the Leased Premises as provided herein, LANDLORD shall have the right, at its sole option, to exercise one of the following remedies:

- (1) Terminate the Lease Agreement and recover from TENANT all rents, fees, taxes and other amounts due through the date of termination together with any and all loss, expense, or damage which LANDLORD may suffer by reason of such termination, whether for the costs of reletting or through an inability to relet the Leased Premises, or through a

decrease in rent, or any other reason, including, but not limited to, attorney's fees and costs, through trial and appeal.

(2) Terminate the Lease Agreement, declare the entire amount of the rent accelerated and to be due and payable immediately for the remainder of the full term of the Lease Agreement or the renewal term, in which event TENANT agrees to pay such sum at once, together with all arrearages, costs and expenses, including, but not limited to, attorney's fees and costs, through trial and appeal.

(3) Terminate the Lease Agreement, relet the premises for any term at such rent and on such terms as LANDLORD may choose during the remainder of TENANT'S term for the account of TENANT and recover from TENANT at the end of the term or at the time each payment of rent comes due under the Lease Agreement, whichever LANDLORD may choose, the difference between all the rent, costs and fees specified in the Lease Agreement and all the rent, costs and fees actually received from the reletting, together with any and all loss, expense, or damage which LANDLORD may suffer for the costs of reletting the Leased Premises or any other reason, together with all arrearages, costs and expenses, including, but not limited to, attorney fees and costs, through trial and appeal.

(g) No Waiver By Extension. Any extension of time to cure a default that may be granted to TENANT by LANDLORD after the aforementioned written notice is served shall not be deemed a waiver of LANDLORD'S right to retake possession without additional notice.

(h) Notices. The method for serving notices shall be as otherwise provided herein, or, if TENANT is absent from the Leased Premises or the address designated by TENANT for service of notices, by leaving a copy thereof at such place or by posting on the Leased Premises.

(i) **LANDLORD As Agent of TENANT.** Should TENANT fail to cure a default under the Lease Agreement pursuant to Paragraph 15(a), (b) or (c) above, LANDLORD may, as agent of TENANT, do whatever TENANT is obligated to do, other than payment of rents, by the provisions of the Lease Agreement, and may enter the Leased Premises in order to accomplish this purpose. TENANT hereby grants LANDLORD irrevocable authority and permission to enter the premises for this purpose and agrees to reimburse LANDLORD immediately upon written demand for any expense which LANDLORD may incur in affecting compliance with the Lease Agreement on behalf of TENANT, and the TENANT further agrees that the LANDLORD shall not be liable for any damages resulting to the TENANT from such action, whether caused by the negligence of LANDLORD or otherwise.

(j) In the event of any breach or threatened breach by TENANT of any of the terms, covenants, agreements, provisions or conditions in the Lease Agreement, LANDLORD shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as through reentry, summary proceedings, and other remedies not provided for in the Lease Agreement.

(k) Upon the termination of the Lease Agreement and the term created, or upon the termination of TENANT'S right of possession, whether by lapse of time or at the option of LANDLORD, TENANT will at once surrender possession of the Leased Premises to LANDLORD and remove all of its personal property (non-fixtures) from it. If possession is not immediately surrendered, LANDLORD may obtain possession of the Leased Premises as provided by law (Section 83.05, Florida Statutes, or as that provision may be amended).

(l) Should TENANT, at any time during the term of this Lease Agreement, suffer or permit an involuntary or voluntary petition in bankruptcy to be filed against it, or institute a proceeding under Chapters 7, 11, or 13 of the United States Bankruptcy Code, as they may be

amended, TENANT, and/or TENANT'S successor in interest, including but not limited to the trustee assuming or assigned the Lease Agreement, shall provide adequate protection and adequate assurances of future performance of the Lease Agreement as are required by the Bankruptcy Code, which will include but not be limited to the following:

(1) All monetary and non-monetary defaults existing prior to the institution of the filing of the bankruptcy petition shall be cured within forty-five (45) days of service of written demand made upon TENANT by LANDLORD which will include all costs and attorney's fees expended by LANDLORD to the date of the curing of the default; and

(2) An additional one (1) month of advance rental will be required as additional security of future performance which must be paid to LANDLORD within forty-five (45) days of the filing of the petition in bankruptcy; and

(3) All obligations of TENANT must be performed in accordance with the terms of the Lease Agreement.

If at any time during the pendency of the bankruptcy proceeding, TENANT or its successor in interest fails to perform any of the monetary or non-monetary obligations required under the terms of the Lease Agreement, or fails to cure any pre-filing default, or fails to make the additional security deposit required under the adequate protection and adequate assurances of future performance clause above, TENANT and/or its successor in interest stipulates and agrees to allow LANDLORD total relief from the automatic stay under 11 U.S.C. 362 to enforce its rights under the Lease Agreement and under state law including, but not limited to, issuance and enforcement of a judgment for possession and writ of possession.

(m) **General Provisions Relating to Default.** Pursuit by LANDLORD of any of the foregoing remedies shall not preclude the pursuit of any of the other remedies herein provided or any other remedies provided by law. No act or thing done by LANDLORD or its agents during the term hereby granted shall be deemed an acceptance of a surrender of said Leased Premises, and no agreement to accept a surrender of said Leased Premises shall be valid unless the same be made in writing and subscribed by LANDLORD. The mention in the Lease Agreement of any particular remedy shall not preclude LANDLORD from any other remedy LANDLORD might have, either in law or in equity, nor shall the waiver of or redress for any violation of any covenant or condition in the Lease Agreement or any of the rules and regulations set forth herein, or hereafter adopted by LANDLORD, prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The acceptance by LANDLORD of any rent with knowledge of the breach of any covenant in the Lease Agreement, other than a breach by non-payment, shall not be deemed a waiver of such breach. Termination of the Lease Agreement by lapse of time or otherwise, prior to the ending thereof as agreed to by the parties, shall not affect LANDLORD'S right to collect rent for the period prior to the termination thereof.

16. SURRENDER AT END OF TERM. At the expiration or termination of the initial term or any renewal term of the Lease Agreement or earlier termination hereof, TENANT shall peaceably and quietly leave, surrender and deliver to LANDLORD the Leased Premises, together with any buildings, improvements, and fixtures, excluding any personal property of TENANT not affixed to the Leased Premises, broom clean, and in thorough repair, good order, and safe condition, reasonable wear and tear excepted. TENANT shall remove all of TENANT'S unaffixed personal property from the Leased Premises upon termination. If TENANT fails to remove TENANT'S unaffixed personal property within fifteen (15) days after the date of expiration or earlier termination, such property

shall be deemed to have been abandoned without notice to TENANT. LANDLORD may appropriate, sell, store, destroy, or otherwise dispose of any such abandoned property without notice to TENANT and without obligation to account therefor. Further, TENANT shall pay to LANDLORD the cost LANDLORD incurs in removing, selling, storing, destroying, and disposing of such abandoned property in excess of any value recovered for such abandoned property.

17. HOLDOVER TENANCY. If TENANT remains in possession of the Leased Premises after the Lease Agreement expires or terminates for any reason:

(a) TENANT will be deemed to be occupying the Leased Premises as a TENANT from month-to-month at the sufferance of LANDLORD. TENANT will be subject to all of the provisions of the Lease Agreement, except that, at LANDLORD'S discretion, the base rent will be at a monthly rate equal to twice the amount of a single monthly installment of fixed rent for the Leased Premises calculated at the then current rate in effect at the time of expiration or termination of the Lease Agreement; and

(b) TENANT shall reimburse LANDLORD for any additional damages which LANDLORD suffers by reason of TENANT'S continued occupancy; and

(c) TENANT shall indemnify LANDLORD from and against all claims made by any succeeding TENANT insofar as such delay is occasioned by TENANT'S failure to surrender the Leased Premises. For purposes of this Paragraph, "**Base Rent**" shall be that portion of the rent based on a square footage rate.

18. ACCORD AND SATISFACTION/WAIVER.

(a) If TENANT pays to LANDLORD an amount that is less than the full amount stipulated to be paid under the terms of the Lease Agreement, that payment shall be considered to be made only on account and applied to the stipulated amount due. No endorsement or statement on

any check or letter shall be deemed an accord and satisfaction. LANDLORD may accept any check or payment without prejudice to LANDLORD'S right to recover the balance due or to pursue any other available remedy.

(b) Any default in the payment of the fixed or additional rent or other charges, or any failure of LANDLORD to enforce the provisions of the Lease Agreement upon any default by TENANT, shall not be construed as creating a custom of deferring payment or as modifying in any way the terms of the Lease Agreement, or as a waiver of LANDLORD'S right to terminate the Lease Agreement as herein provided, or otherwise to enforce the provisions thereof for any subsequent default.

19. ENVIRONMENTAL PROVISIONS.

(a) LANDLORD agrees that TENANT shall have no liability for any pre-existing environmental contamination of the Leased Premises, provided that pre-existing environmental contamination was a pre-occupancy event as defined in Paragraph (h) of this Paragraph. LANDLORD shall be solely responsible for all costs and expenses including, but not limited to, remediation, fines, attorneys' fees through trial and appeal, that arise in any manner out of environmental contamination not caused by TENANT, TENANT'S officers, agents, employees, contractors, guests, customers, or invitees.

(b) TENANT shall be solely responsible for and indemnify LANDLORD for all costs and expenses including, but not limited to, remediation, fines, attorney's fees through trial and appeal, that arise in any manner out of environmental contamination caused during the lease term by TENANT, TENANT'S officers, agents, employees, contractors, guests, customers, or invitees.

(c) Except as properly permitted under federal, state and local laws, rules, and regulations, TENANT shall not conduct, permit, nor authorize, any other person or entity to engage

in the generation, storage, treatment, or disposal of any hazardous materials (as defined under federal, state, and local environmental laws), on or in any location that might adversely affect or contaminate the Leased Premises. This Paragraph © shall not apply to properly permitted storage, if any, allowed under the terms of the Lease Agreement.

(d) TENANT shall store, utilize, and dispose of all industrial, domestic, hazardous, and solid wastes permitted under the terms of the Lease Agreement in accordance with applicable federal, state, and local laws, rules, and regulations.

(e) TENANT shall immediately provide LANDLORD verbal notice of any spill or release of hazardous materials at or from the Leased Premises. TENANT shall promptly confirm the verbal notice to LANDLORD in writing providing the details of such spill or release and the remediation taken by TENANT.

(f) If TENANT is responsible for environmental contamination under Paragraph 18(b), then TENANT hereby agrees, at its expense, to immediately (1) remove hazardous materials from the Leased Premises; (2) comply with any and all orders or directives of any federal, state, or local agency or department relative thereof; and (3) return the Leased Premises to its pre-existing condition without any diminution in the value thereof.

(g) If LANDLORD is responsible for environmental contamination under Paragraph 18(a), then LANDLORD hereby agrees, at its expense, to immediately (1) remove hazardous materials from the Leased Premises; (2) comply with any and all orders or directives of any federal, state, or local agency or department relative thereof; and (3) return the Leased Premises to its pre-existing condition without any diminution in the value thereof.

(h) As used herein, “**pre-occupancy event**” shall mean any condition, occurrence, or event, including, but not limited to, a spill, the storage, disposal, or use of a hazardous material or

waste as defined by federal, state or local law, ordinance, rule or regulation, occurring prior to the commencement date of the Lease Agreement and not caused by TENANT, whether originating on or off of the Leased Premises, whether known or unknown at the time of the commencement date of the Lease Agreement, and whether or not any contamination is determined to be ongoing or continuous.

(i) Each party's responsibilities, obligations, and liabilities pursuant to this Paragraph 19 of the Lease Agreement shall survive the expiration or early termination of the Lease Agreement or any renewal term.

(j) Nothing in the Lease Agreement shall be deemed to be a waiver of LANDLORD'S right to take action against responsible parties for remediation of, or payment for, environmental contamination on the Leased Premises, nor be deemed to be an assumption by LANDLORD of the responsibility for such remediation or payment, except as may be imposed on LANDLORD as a matter of law.

(k) Nothing in the Lease Agreement shall be deemed to be a waiver of TENANT'S right to take action against responsible parties for remediation of, or payment for, environmental contamination on the Leased Premises, nor be deemed to be an assumption by TENANT of the responsibility for such remediation or payment, except as may be imposed on TENANT as a matter of law.

20. PAYMENT AND PERFORMANCE BONDS.

(a) TENANT shall cause TENANT'S contractor to obtain and provide a payment and performance bond, in the form approved by LANDLORD, for construction of any improvements on or to the Leased Premises for which the cost of completion will exceed \$10,000.00. Such bond shall be payable in an amount equal to One Hundred Twenty-Five Percent (125%) of the estimated cost to complete the improvements and shall be underwritten by a surety acceptable to LANDLORD and

authorized to do business in the State of Florida. TENANT'S contractor may substitute for a bond, a payment and performance irrevocable letter of credit, in the form approved by LANDLORD, from a bank authorized to do business in the State of Florida, and with an office located in Indian River County, Florida where such letter of credit may be drawn upon. All such bonds and letters of credit shall inure to the benefit of LANDLORD and TENANT and all other persons, companies and corporations entitled to make a claim for payment against the bond or letter of credit pursuant to the applicable provisions of Florida law. Such bond or letter of credit shall remain in effect through completion of the improvements and all guarantee and warranty periods. No improvements on or to the Leased Premises shall commence before the required bond or letter of credit is received and approved by LANDLORD.

(b) TENANT shall cause TENANT'S contractor to provide a contractor's final affidavit upon completion of the improvements, certifying to LANDLORD and TENANT that full payment was made to all subcontractors, materialmen, leasing companies, and any other person, company, or corporation providing goods, materials or services for the improvements.

21. NOTICES.

(a) Any notice required or permitted to be given hereunder shall be in writing and deemed to have been duly given: (i) upon delivery (personally, by courier service, or other messenger) to the address of the appropriate party; or (ii) upon receipt as evidenced by the appropriate form of the United States Postal Service after mailing by United States registered or certified mail, return receipt requested, postage prepaid to such address; or (iii) upon mailing if such registered or certified mail is refused by the recipient or returned unclaimed to the sender.

(b) LANDLORD designates the Marina Director as its official representative with the full power to represent LANDLORD in all dealings with TENANT in connection with the Leased

Premises and in administration of the Lease Agreement. LANDLORD may designate different or additional representatives from time to time by written notice to TENANT as provided herein. All notices shall be given to LANDLORD at the address set forth below or at such other address as specified by written notice delivered to TENANT as provided herein.

Original: City of Vero Beach
Marina Director's Office
P.O. Box 1389
Vero Beach, FL 32961-1389

Copy: Charles P. Vitunac, Esq.
City Attorney
P. O. Box 1389
1053 20th Place
Vero Beach, FL 32961-1389

All notices shall be given to TENANT at the following address:

TENANT: Thomas Boylan
Boylan Yacht Management
1221 Marina Village Circle
Vero Beach, FL 32967

or such other address as specified by written notice by TENANT, delivered to LANDLORD as provided herein.

22. REAL ESTATE COMMISSION. LANDLORD and TENANT each covenant and warrant to the other that they have not authorized any person, firm, or corporation as a real estate agent or broker to deal on behalf of such party with respect to the Lease. TENANT agrees to indemnify and hold harmless LANDLORD from any claim for remuneration, commissions or broker's fees arising out of this transaction and Lease.

23. ENTRY OF LANDLORD. LANDLORD may enter the Leased Premises during all reasonable hours and at LANDLORD'S expense, for any legal purpose, including, but not limited to:

- (a) To inspect or protect the Leased Premises;
- (b) To perform the required maintenance of the Leased Premises described herein;

(c) To determine whether TENANT is complying with the terms of the Lease Agreement, applicable laws, orders, or regulations of any lawful authority having jurisdiction over the Leased Premises or any business conducted therein; or

(d) To exhibit the Leased Premises to any prospective TENANT when TENANT is in default of the Lease Agreement or has notified LANDLORD of intention to terminate the Lease Agreement or during the last six (6) months of the term of the Lease.

(e) No authorized entry by LANDLORD shall constitute an eviction of TENANT or deprivation of TENANT'S rights under the Lease; nor shall such entry alter LANDLORD'S obligations hereunder or create any right in LANDLORD adverse to TENANT'S interest hereunder. LANDLORD'S entry under this Paragraph shall not to the extent possible unduly interfere with TENANT'S business operations.

24. CONSTRUCTION.

(a) The Lease Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(b) The Lease Agreement shall be subordinate and subject to the provisions of any existing or future contract between LANDLORD and the State of Florida or LANDLORD and the United States, relative to the development, operation, or maintenance of the Marina Building, the execution of which has been or may be required as a condition precedent to the expenditure of State or Federal funds for the development, operation, or maintenance of the Vero Beach City Marina.

(c) If any part of the Lease Agreement is found invalid or unenforceable by any court or any branch of the federal government having jurisdiction over the operation of the Vero Beach City Marina, including, but not limited to, the Florida Department of Environmental Protection or the U.S. Army Corps of Engineers, such invalidity or unenforceability shall not affect the other parts of

the Lease Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effectuated. To that end, the separate provisions of the Lease Agreement are declared severable.

(d) If any branch of the state or federal government having jurisdiction over the operation of the Vero Beach City Marina, including, but not limited to, the Florida Department of Environmental Protection or the U.S. Army Corps of Engineers, deems any lease provision to be in non-compliance, the parties agree to delete, insert, or modify to the extent necessary any such provision to bring the Lease Agreement into compliance.

(e) If changes to the Lease Agreement pursuant to (b), (c), or (d) of this Paragraph have a materially adverse affect upon TENANT'S use of the Leased Premises for the purposes allowed herein, TENANT may terminate this Lease Agreement with sixty (60) days written notice to LANDLORD.

25. MEDIATION; LITIGATION. In the event of any disagreement or conflict arising out of or in any way connected with the Lease Agreement or use of the Leased Premises, and such disagreement or conflict cannot be resolved by the signatories hereto, the signatories may submit such disagreement to non-binding mediation prior to commencing any litigation or other dispute resolution procedure. The costs associated with any such mediation shall be equally shared. Each party shall be responsible for the payment of its own attorney's fees in connection therewith. LANDLORD and TENANT expressly agree that in the event suit or any other legal action arising out of or in any way connected with the Lease Agreement or use of the Leased Premises is initiated:

(a) Venue shall be in Indian River County, Florida.

(b) Trial by jury is hereby waived, on any matter whatsoever, including, without limitation, any claim for injury or damage.

(c) The prevailing party shall be awarded their costs and all reasonable attorney's fees incurred through trial and appeal.

(d) In the event any distress for rent action is brought by LANDLORD against TENANT, TENANT expressly waives all constitutional, statutory or common law requirements for a bond by LANDLORD, including the requirements of Section 83.12, Florida Statutes, or as that provision may be amended. TENANT specifically agrees that no bond shall be required of the LANDLORD in any action.

(e) In any eviction action initiated by LANDLORD, Section 83.232, Florida Statutes, or as that provision may be amended, shall apply.

(f) In any action or proceeding commenced by LANDLORD to recover possession of the Leased Premises, the parties stipulate that any counterclaim brought by TENANT shall be severed and tried separately from the action for eviction pursuant to Florida Rule of Civil Procedure 1.270(b) and other applicable law. The eviction action shall proceed pursuant to the summary procedure set forth in Chapter 51, Florida Statutes, or as that provision may be amended.

(g) TENANT shall utilize its best efforts to participate to the extent deemed necessary and directed by LANDLORD in the defense of any lawsuit brought by any person or entity challenging the validity of the Lease Agreement between the parties, the circumstances under which it was entered into, or any other such causes of action relating to the power of the parties to enter into the Lease Agreement or the procedures utilized by the parties for leasing the Leased Premises.

26. MISCELLANEOUS PROVISIONS.

(a) Notwithstanding anything herein contained that may be or appear to be to the contrary, it is expressly understood and agreed that the rights granted to TENANT under the Lease Agreement are non-exclusive and LANDLORD herein reserves the right to grant similar privileges

to another TENANT or Tenants on other parts of the Marina. This provision shall in no way diminish TENANT'S right to exclusive use of the Leased Premises for the approved use as stated in Paragraph 12(a) of this Lease Agreement.

(b) TENANT assures LANDLORD that it will undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in or receiving the services or benefits of any program or activity covered by subpart. TENANT assures LANDLORD that it will require that its covered suborganizations provide assurances to LANDLORD that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 Code of Federal Regulations, Part 152, Subpart E, to the same effect.

(c) TENANT expressly agrees for TENANT and TENANT'S successors and assigns, that no person, on the grounds of race, color, national origin or sex, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; that TENANT and TENANT'S successors and assigns shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title IV of the Civil Rights Act of 1964, and as such regulations may be amended; that in the event of breach of any of the above nondiscrimination covenants, LANDLORD shall have the right to terminate the Lease Agreement

and to retake possession pursuant to law. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, and Part 21 are followed and completed, including exercise or expiration of appeal rights.

(d) If TENANT is a corporation, partnership, or limited liability company, TENANT'S status shall continuously be in good standing, active, and current with the state of its incorporation or registration and the State of Florida, and TENANT shall keep its status active and current throughout the term of the Lease Agreement and renewal. Failure of TENANT to keep its status active and current shall constitute a default.

(e) LANDLORD reserves the right to develop, improve, repair, and alter the Marina and all roadways, parking areas, and associated facilities as it may deem appropriate. Such improvements, repairs, and alterations shall not prevent ingress or egress to the Leased Premises by TENANT or TENANT'S staff and clients.

(f) Any construction, reconstruction, remodeling, installation of improvements, or other work done to the Leased Premises by TENANT shall be performed in compliance with the requirements of the Americans with Disabilities Act ("**ADA**"), at TENANT'S expense. In the event that a regulatory agency, private party, organization, or any other person or entity makes a claim under the ADA against either (or both) parties, the party whose breach (or alleged breach) of responsibility under this Lease Agreement gave rise to the claim shall, in good faith and at that party's sole cost, promptly take whatever actions are necessary to bring the Leased Premises into compliance with ADA requirements. That party shall defend, save, and hold harmless the other party from any and all expenses incurred in responding to such a claim, including without limitation the fees of attorneys and other advisors, court costs, and costs incurred for bringing the Leased Premises into compliance.

(g) The captions and paragraphs or letters appearing in this Lease Agreement are inserted only as a matter of convenience and in no way affect, define, limit, construe, or describe the scope or intent of the sections or articles of this Lease Agreement.

(h) This Lease Agreement and all related attachments, agreements between LANDLORD and the Florida Department of Environmental Protection or the U.S. Army Corps of Engineers, resolutions, and ordinances approved by the City of Vero Beach, set forth all the promises, agreements, conditions, and understandings between LANDLORD and TENANT relative to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease Agreement will be binding on LANDLORD or TENANT unless in writing and signed by them and made a part of this Lease Agreement by direct reference.

(i) The terms of this Lease Agreement shall be binding on the respective successors, representatives, and assigns of the parties.

(j) This Lease Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all which together will constitute one and the same instrument.

(k) Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(l) The parties hereto acknowledge that they were given the opportunity to have their legal counsel review this Lease Agreement and Attachment "A," and that the Lease Agreement and

Attachment "A" shall be construed neither against, nor in favor of, any party hereto, but rather in accordance with the fair meaning thereof.

(The remainder of this page is left blank intentionally.)

IN WITNESS WHEREOF, we LANDLORD and TENANT, have hereunto affixed our hands and seals.

LANDLORD – CITY OF VERO BEACH
(This section to be completed by LANDLORD only)

ATTEST:

LANDLORD:

Sign: _____
Print: Tammy K. Vock
Title: City Clerk

Sign: _____
Print: Kevin Sawnick
Title: Mayor

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Kevin Sawnick, as Mayor, and attested by Tammy K. Vock, as City Clerk of the City of Vero Beach, Florida. They are both known to me and did not take an oath.

NOTARY PUBLIC:

Sign: _____
Print: _____
State of Florida at Large [SEAL]
Commission No. _____
My Commission Expires: _____

**TENANT – THOMAS BOYLAN, BOYLAN YACHT MANAGEMENT,
a Florida Sole Proprietorship
(This section to be completed by TENANT only)**

WITNESSED BY:

TENANT (THOMAS BOYLAN, BOYLAN
YACHT MANAGEMENT, a Florida
Sole Proprietorship

Sign: Joseph Mallait
Print: JOSEPH MALLAIT

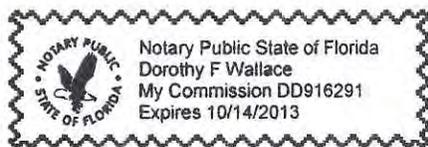
Sign: Thomas E. Boylan
Print: Thomas Boylan

Sign: Lisa Ross
Print: LISA ROSS

[AFFIX CORPORATE SEAL HERE]

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 3rd day of February, 2010, by Thomas Boylan, Boylan Yacht Management, a Florida Sole Proprietorship. He/is personally known to me or produced Id License as identification and did/did not take an oath.



NOTARY PUBLIC:

Sign: Dorothy F. Wallace
Print: Dorothy F. Wallace
State of Florida at Large [SEAL]
Commission No. _____
My Commission Expires: _____

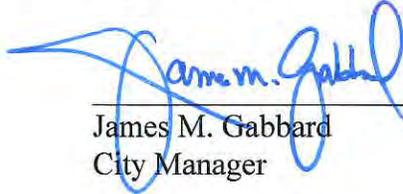
CITY MANAGEMENT
(This section to be completed by City Management Staff only)

Approved as to form and legal
sufficiency:



Charles P. Vitunac
City Attorney

Approved as conforming to municipal
requirements:



James M. Gabbard
City Manager

Approved as to technical
requirements:

Timothy E. Grabenbauer
Marina Director

EXHIBIT "A"
LEASE OF CITY PROPERTY
VERO BEACH MUNICIPAL MARINA/BOAT STORAGE BUILDING
PORTION OF LOTS 22 AND 23, VEROMAR, PLAT 1
Parcel #32-40-31-00007-0010-00022.0

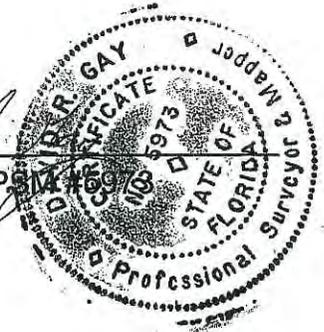
Situated in the State of Florida, County of Indian River, City of Vero Beach, and being a part of Veromar, Plat 1, as recorded in Plat Book 1, Page 88 of the Public Records of Indian River County, Florida and being more particularly bounded and described as follows:

The South 12.8 feet of the North 18.8 feet of the East 39.2 feet of the interior of the Vero Beach Municipal Marina Boat Storage Building located on Lots 22 and 23, Veromar, Plat 1;

Containing 500 square feet more or less.



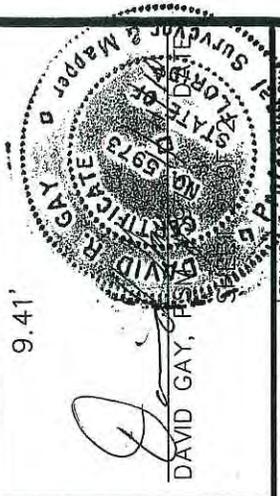
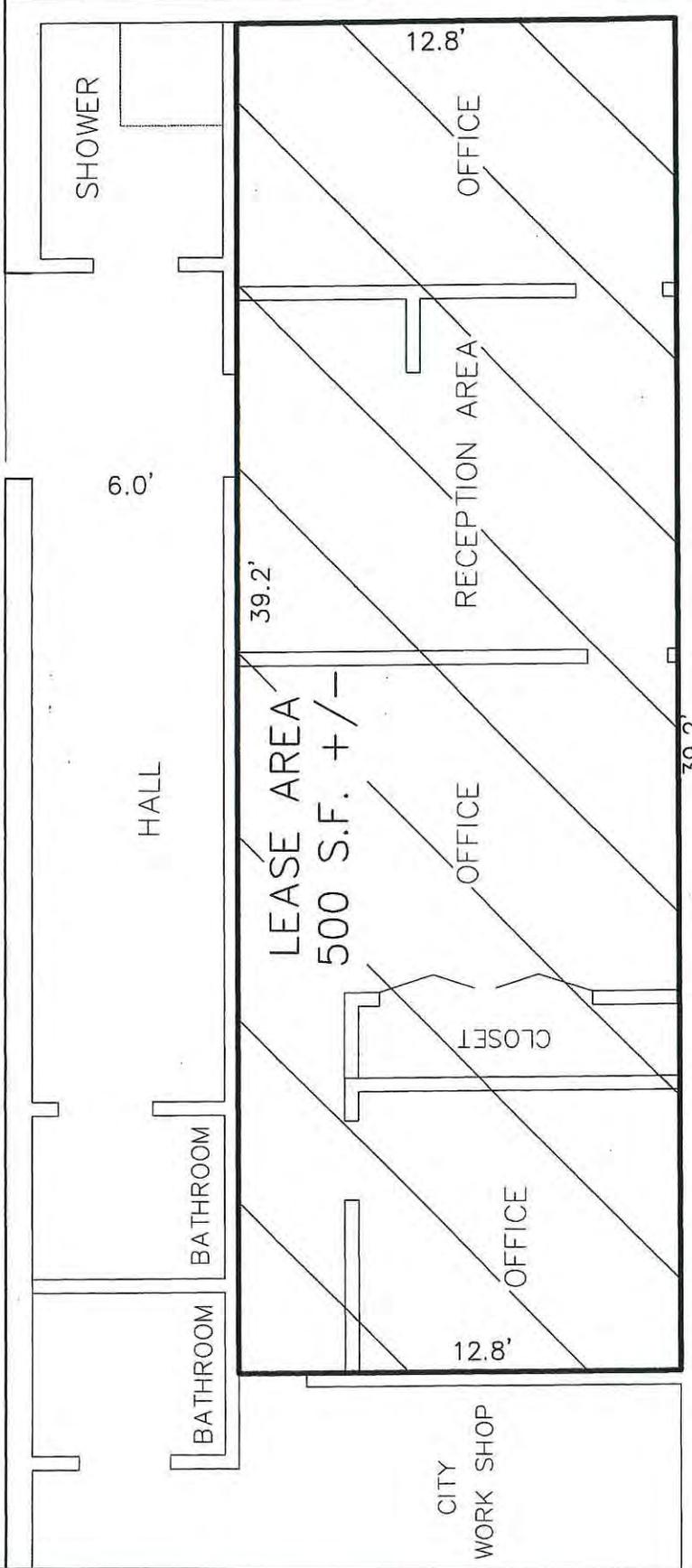
David R. Gay, PSM #6973



S:\Property Descriptions\2010\2010-01_VB Marina_Boat Storage Bldg_Jan 8 2010.doc

VÉRO BEACH YACHT CLUB

SCALE 1" = 5'



9.41'

CITY OF VERO BEACH
 BOAT STORAGE BUILDING
 3599 RIO VISTA BLVD
 32-40-31-00007-0010-00022.0

THIS SKETCH IS NOT A SURVEY

CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS SURVEY DIVISION	EXHIBIT "A"		REV. NO.	DATE
	CITY PROJECT NO.	2010-01	DRWN BY	DATE
SKETCH OF PROPERTY DESCRIPTION LEASE OF CITY PROPERTY MARINA/ BOAT STORAGE BUILDING		DATE	DRWN BY	CHKD BY
		01/2010	DG	MKF

**APPLICATION FOR LEASING PROPERTY
VERO BEACH MUNICIPAL MARINA**

PERSONAL INFORMATION:

Name: Larry E. Leach
Telephone No.: 772-589-8798 Social Security No.: 409-68-9236
Address: 9400 N. U.S. Highway 1 #302 Sebastian, FL 32958

BUSINESS INFORMATION:

Name of Business: Vero Beach Yacht Sales, Inc.
Type of Business: Yacht Brokerage & Consulting
How long have you been working in this type of business: 31 years.
Form of Business (Corporation, Partnership, LLC, Sole Proprietorship, etc.): Florida Corporation
Is business incorporated: Yes No Date of Incorporation: 2002
Is company authorized to conduct business in the state of Florida: Yes No
Corporate Officers/Partners/Members:
• Name: Larry E. Leach Title: President, Sec/Treas
Address: 9400 N U.S. Highway 1, #302 Sebastian, FL 32958
• Name: _____ Title: _____
Address: _____
• Name: _____ Title: _____
Address: _____
Current Business Address: 9400 N. U.S. Hwy 1, #302 Sebastian FL 32958
Current Business Telephone No.: 772-770-4949
How long has the business been located at this address: 5 years.
Is the property upon which the business is located: Owned Leased
If Leased, what is the current monthly ^{mortgage} rent payment: \$ 266.⁰⁰ per month. (Interest Only mty.)
Mortgagee or Landlord's Name: Mark McCann Telephone No.: 954-648-6338
Mortgagee or Landlord's Address: 711 Lantana Rd. Vero Beach, FL 32963
Are you vacating your present location: Yes No If Yes, why are you vacating your present location: _____
What is your intended use of airport property: To operate a yacht brokerage business with consulting & documentation services.

REFERENCES:

Please list the names and telephone numbers of three (3) companies with which you currently do business:

- Name: Steven Martin Telephone No.: 231-2628
- Name: Ed Edwards Telephone No.: 706-836-3811
- Name: Kevin Doty Telephone No.: 234-5167

Have you or your company ever filed for bankruptcy protection: Yes _____ No

If Yes, during what period of time: _____ Location: _____

What was the outcome: _____

Have you or your company ever been sued for a debt: Yes _____ No

If Yes, date(s) and location(s): _____

Have you or your company ever been sued for eviction or foreclosure: Yes _____ No

If Yes, date(s) and location(s): _____

If your application is considered favorably, and you agree on the terms and conditions of a lease agreement with the City, are you willing to sign the lease in your personal capacity and provide a personal guarantee to meet all of your obligations under the agreement: Yes No _____

NOTE: Please attach a current personal credit report and a current personal and company financial statement to this application (the application cannot be fully evaluated until this information is received).

SIGNATURE:

I certify that the facts contained in this application are true and correct. I authorize the City of Vero Beach to conduct a background investigation and verification of references for purposes of this application.

Signature: Jay E. Leah Date Completed: 06/08/10

VERO BEACH MUNICIPAL MARINA
P. O. Box 1389
Vero Beach, FL 32961-1389

AUTHORIZATION TO OBTAIN AND PROVIDE INFORMATION

TO WHOM IT MAY CONCERN:

I have applied to lease certain premises from the City of Vero Beach, and I authorize the City of Vero Beach to obtain information concerning my credit, previous tenancies, banking and trade references, and similar information. I authorize and request that you please provide the City of Vero Beach with any information you may have, including, but not limited to, information concerning my bank accounts, utility accounts, charge accounts, rental accounts, and other accounts that I may have or have had with you, whether business or personal. The information may include, but is not limited to, past and present balances and payment records. For myself and the named company, I hereby release from liability and agree to hold harmless any company or entity, its employees, officers, directors and agents for supplying this information.

Thank you.

Vero Beach Yacht Sales Inc
(Name of proposed lessee)

By: Larry E. Leach
Print: LARRY E. LEACH
Title: President

Date: 02/08/10

Vero Beach Yacht Sales, Inc.

9400 N. U.S. Highway One Suite 302 Sebastian, FL 32958

**Tim Grabenbauer
Director/Harbor Master
Beach Municipal Marina
3611 Rio Vista Boulevard
Vero Beach, FL 32963**

February 5, 2010

Dear Mr. Grabenbauer:

I am Larry E. Leach, owner of Vero Beach Yacht Sales, Inc. I am asking you and the City of Vero Beach to consider my proposal for leasing office space in the Vero Beach Municipal Marina south complex on Rio Vista Drive.

Vero Beach Yacht Sales was established in 1999 with offices at 40 Royal Palm Pointe in Vero Beach. Established as a partnership between myself and my business partner, it was incorporated in 2002 when I purchased my partner's stock.

The business is operated much the same way as a real estate office with yachts being listed and sold rather than homes and property. A yacht broker licensed by the State of Florida is designated as the "employing broker" and may or may not have other licensed yacht sales persons being supervised by a single licensed broker. In 2004 the corporation had four salespersons working under Mr. Leach's supervision.

In the fall of 2004 hurricanes Francis and Jean caused serious damage to the offices at 40 Royal Palm Pointe. During the four month period required for repairs the sales persons sought other employment as there was no offices from which to work. Since December, 2004 I have operated Vero Beach Yacht Sales, Inc. from my home in Indian River County near Sebastian. The County approved the location and the corporation has a business license to operate the business in that location. The State of Florida Department of Business & Professional Regulation approved the broker license and escrow account to be operated from that address.

This arrangement has worked well during the depressed yacht sales market which began in early 2006 and continued through 2009. There has been a measurable increase in activity in the yacht sales business since January 1, 2010. In September, 2009 Vero Beach Yacht Sales, Inc. was designated as the “Go to Yacht Broker” by the Quail Valley Club.

These two reasons have prompted me to move the business back into a beachside location which will be more convenient for our clients. I have a past history with the recently acquired location at the Vero Beach Municipal Marina. I was employed as a yacht broker by Complete Yacht Services from 1991 until August, 1999. Their service department and parts department was located in the space which I now seek to locate Vero Beach Yacht Sales, Inc. I decided to pursue this space more than one year ago when I recognized the advantages of having a location in this historic location.

Having an active yacht brokerage firm at the Vero Beach Municipal Marina would create more activity at the marina and would provide more services for the people who use that facility. Typically there would be a few yachts listed for sale which would be paying dockage at one of the two marinas. Many clients would get their first introduction to the marina facilities through their initial contact with an on-site brokerage firm.

Our firm bringing new visitors to the facility and creating an active yacht activity environment would increase the appeal of the south facility which unfortunately does not yet provide the same scenic ambiance and activity as the original marina facility.

It is my hope that the Vero Beach City Council and marina management will accept my proposal and application to lease the office space at the marina south facility. I am anxious to begin an association between Vero Beach Yacht Sales, Inc. and the Vero Beach Municipal Marina which will be beneficial to both parties and the boating community of Vero Beach and Indian River County for many years to come.

I thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry E. Leach", written over a horizontal line.

Vero Beach Yacht Sales, Inc.

Larry E. Leach, President & Broker

Resume

Larry E. Leach
9400 U.S. Highway 1, Apt # 302 Sebastian, FL 32958

Phone: 772-589-8798 Cell: 563-8882

I am a very healthy and active senior citizen with a long history of experience in both the yacht manufacture and sales industry and in in the aviation industry. I have many years experience in sales and management in both marine and aviation businesses. I have been a resident of Vero Beach and Indian River County for a total of thirty one years moving here in 1968. I started visiting Vero Beach in 1947 visiting my grandmother who was a long time school teacher in Vero Beach.

I hold the following professional licenses:

Florida Real Estate Sales Associate # SL3025719

Florida Employing Yacht Broker # EBK295

FAA Commercial Pilot Certificate # 1916375 with single engine, multi engine, and instrument ratings.

FAA Certified Flight Instructor Certificate # 1916375 with airplane, Single and multi-engine and instrument ratings.

Married to Nancy J. Leach November 1982-Present one daughter, Laura, age 25.

Born February 6, 1943 Kingsport, Tennessee

**Graduated from Dobyys-Bennett High School, Kingsport, Tennessee 1961
College Prep Academic Diploma**

Lees McRae College, Banner Elk, NC Associates Degree 1963 (Pre Dentistry)

United States Air Force October 1963 – August 1967 Honorably Discharged

**Attended University of Georgia Warner Robins Campus 1965-1967
Business Administration Curriculum**

**Attended Flight Safety Academy, Vero Beach, FL Campus 1968-1971
Completed: Commercial Pilot, Instrument Pilot, Certified Flight Instructor
Airplanes, Certified Flight Instructor Instruments**

**Experience Highlights: 31 years with operation of vessels from 16' thru 85' in U.S. Inland Waters and Coastal Waters, Bahamas, Florida Keys, Mexico & Central America, Caribbean, Pacific Ocean from Panama to Los Angeles, CA.
15 Years as professional pilot & flight instructor.**

Employment History

Currently active yacht broker

Founded Vero Beach Yacht Sales, Inc. Vero Beach, FL 1999-Present

**Employed by: Complete Yacht Services, Vero Beach, FL 1993-1999
Managing Yacht Broker, Partner in new yacht sales**

**Employed by: The Marine Group, Inc. Palm Beach, FL 1991-1993
Yacht Broker**

**Employed by: Striker Yachts, Inc. Ft. Lauderdale, FL 1984-1990
Vice President Sales, Managing Yacht Broker**

**Business partnership Walsh Yachts, Inc. Ft. Lauderdale, FL
Yacht Broker and new yacht sales.**

**Employed by: Port Salerno Marine, Inc. Port Salerno, FL 1983-1984
Yacht Broker and new yacht sales.**

Employed by: Moss Manufacturing, Miami, FL 1981-1983 Yacht Captain

**Employed by: Skip Field Yacht Sales, Inc. Ft. Lauderdale, FL. 1979-1980
Yacht Broker specializing in Striker Sportfishing Yachts**

**Employed by: Sea Ray Boats, Inc. Phoenix, AZ 1977-1979
Corporate Pilot and Yacht Captain operating Lear Jet Models 23 and
25D Aircraft and 52' Striker Sportfishing Yacht. Delivered Yacht
from Palm Beach, FL to San Diego, CA via Panama Canal in
July/August 1977.**

**Employed by: Gee & Jensen Engineers, West Palm Beach, FL 1976 – 1977
Corporate Pilot operating Beechcraft Queen Air BE-80 Aircraft**

**Employed by: Allen Aviation Jacksonville, NC from 1975-1976
Established Air Taxi operation under FAR 135 for operation of Turbine
Aircraft and Single & Multi Engine Piston Aircraft. Served as Chief Pilot
And Chief Flight Instructor.**

Founded and operated Aftec of Florida, Inc. Titusville, FL 1971-1975
Established dealerships for Piper Aircraft and Cessna Aircraft
Established and wrote curricula for FAA Approved Flight and Ground
Schools, received approvals for operation of schools from the FAA and
Veteran's Administration. Established and operated an FAA Approved
FAR 135 Air Taxi Service. President, Chief Pilot and Chief Flight Instructor

Attended Flight Safety Academy from 1968 thru 1971 & worked part time for
Florida Airlines and Florida Air Taxi at Vero Beach Airport Terminal

Served in United States Air Force from October 23, 1964-August 19, 1968

AC# 4380725

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
YACHT AND SHIP BROKERS

SEQ# L0904080113

DATE	BATCH NUMBER	LICENSE NBR
04/08/2009	080419603	EBK295

The YACHT AND SHIP EMPLOYING BROKER
Named below IS LICENSED
Under the provisions of Chapter 326 FS.
Expiration date: MAR 31, 2011

LEACH, LARRY
VERO BEACH YACHT SALES
9400 US HWY 1 UNIT 302
SEBASTIAN FL 32958

CHARLIE CRIST
GOVERNOR

CHARLES W. DRAGO
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 3188880

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
YACHT AND SHIP BROKERS

SEQ# L070403023

DATE	BATCH NUMBER	LICENSE NBR
04/03/2007	060645628	EBK295

The YACHT AND SHIP EMPLOYING BROKER
Named below IS LICENSED
Under the provisions of Chapter 326 FS.
Expiration date: MAR 31, 2009

LEACH, LARRY
VERO BEACH YACHT SALES
9400 US HWY 1 UNIT 302
SEBASTIAN FL 32958

CHARLIE CRIST
GOVERNOR

HOLLY BENSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 2449593

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

SEQ# L0602260044

DATE	BATCH NUMBER	LICENSE NBR
02/26/2006	058050019	SL3025719

The SALES ASSOCIATE
Named below IS LICENSED
Under the provisions of Chapter 475 FS.
Expiration date: MAR 31, 2008

LEACH, LARRY EUGENE
9400 US HIGHWAY 1 # 302
SEBASTIAN FL 32958

JEB BUSH
GOVERNOR

SIMONE MARSTILLER
SECRETARY

DISPLAY AS REQUIRED BY LAW

2009-2010

LOCAL BUSINESS TAX

INDIAN RIVER COUNTY, FLORIDA

1921
ACCOUNT ID 14813750
Sep 30, 2010
EXPIRES

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

TYPE OF BUSINESS 000148 *YACHT & SHIP BROKER

X	RENEWAL	
	NEW	
	TRANSFER - ORIGINAL TAX	40.00

BUSINESS ADDRESS 9400 US HWY 1 302
SEBASTIAN, FL 32958

EBK295

AMOUNT	
PENALTY	8.00

MAILING ADDRESS VERO BEACH YACHT SALES INC
LEACH, LARRY
9400 US HWY 1 #302
SEBASTIAN, FL 32958

TOTAL

48.00
12/31/2010
CAROLE JEAN JORDAN
TAX COLLECTOR
INDIAN RIVER COUNTY, FLORIDA

CAROLE JEAN JORDAN TAX COLLECTOR
PO BOX 1509 VERO BEACH FL 32961

This receipt is in addition to any other license required by law or municipal ordinance and is subject to regulations of zoning, health and any other lawful authority. Owner must notify the Tax Collector's Office of any changes in business name, ownership, location address or mailing address.

CAROLE JEAN JORDAN
TAX COLLECTOR
INDIAN RIVER COUNTY, FLORIDA

0000004000 0000004800 0000000000001921 1001 8

BOARD OF COUNTY COMMISSIONERS
1840 25th Street, Vero Beach, Florida 32960-3365

Environmental Planning
& Code Enforcement Section
Phone Extension #1249

Telephone: (772) 567-8000



APPLICANT:

LARRY LEACH
9400 US HWY 1 #302
SEBASTIAN, FL 32958

HOME OCCUPATION ZONING PERMIT

PROJECT/ APPLIC. NUMBER: 2005110016 / 51469
PERMITTEE: LARRY LEACH
LOCATION OF ACTIVITY: 9400 U S HIGHWAY 1
PARCEL NUMBER: 31-39-21-00006-0030-00302.0

THIS HOME OCCUPATION PERMIT is issued in accordance with Chapters 911 and 912 of the Indian River County Land Development Code. The above named applicant is authorized to perform the herein described activity in accordance with the specifications of applicable county regulations. This permit does not absolve the applicant and/or property owner from the responsibility to satisfy state or federal regulations that may apply to the activity.

GENERAL SPECIFICATIONS:

1. No clients shall be served from the premises.
2. No parking or storage of commercial vehicles is allowed except for one commercial vehicle, as applicable, which satisfies the criteria of County Code Section 911.15(3).
3. No outside storage of goods or materials relating to the home occupation is allowed.
4. No signage shall be erected on the subject property relating to the home occupation, except as may be specifically exempt in the County Sign Ordinance.
5. In addition to this zoning permit, the applicant is required to obtain and annually renew an occupational tax license from the County Tax Collector's Office for the home-based business.

SPECIFIC CONDITIONS (AS APPLICABLE):

1. The proposed home occupation is for a yacht and ship broker business to be named "VERO BEACH YACHT SALES, INC", with no customers coming to the home.
2. The subject property is described as follows: Unit 302, Bldg. 3, Riverside Village (The Pelican Shoppes), OR BK 790 PP 372.
3. The subject property is currently zoned CL, Limited Commercial District.
4. The residence is to be used for telephone services, office work, and address purposes for occupational license tax.

5. The display and sale of merchandise is prohibited from the premises.
6. There shall be no outside storage of any goods, materials, or equipment on the subject property relating to the home occupation business.
7. There shall be no signage displayed on the subject property relating to the home occupation.
8. No persons other than an occupant of the dwelling shall be allowed to work on the premises. Non-resident employees may be employed under the home occupation, but only for off-premise conduct of the home occupation. In such cases, no more than two non-resident employees shall be allowed to park their vehicles or meet on the home occupation premises.
9. There shall be no traffic generated other than what is customarily associated with a single-family residence.
10. There shall be no parking or storage of any commercial vehicles, as defined in County Code Section 912.17(1)(a), on the subject property.

DATE OF PERMIT ISSUANCE: 12/30/2005

SIGNATURE OF AUTHORIZATION:



Kelly Zedek
Code Enforcement Officer
Indian River County



Score 690
Verbally reported
by Equifax rep.
on 02/04/10

Equifax Credit Report™ for Larry E. Leach

As of: 02/05/2010.
 Available until: 03/07/2010
 Confirmation #: 0536845051

Report Does Not Update

Section Title	Section Description
1. <u>Credit Summary</u>	Summary of account activity
2. <u>Account Information</u>	Detailed account information
3. <u>Inquiries</u>	Companies that have requested or viewed your credit information
4. <u>Negative Information</u>	Bankruptcies, liens, garnishments and other judgments
5. <u>Personal Information</u>	Personal data, addresses, employment history
6. <u>Dispute File Information</u>	How to dispute information found on this credit report
7. <u>Summary of Your Rights Under the FCRA</u>	Summary of Your Rights Under the FCRA
8. <u>Remedying the Effects of Identity Theft</u>	Remedying the Effects of Identity Theft
9. <u>Your Rights Under State Law</u>	Your Rights Under State Law

Credit Summary

Your Equifax Credit Summary highlights the information in your credit file that is most important in determining your credit standing by distilling key credit information into one easy-to-read summary.

Accounts

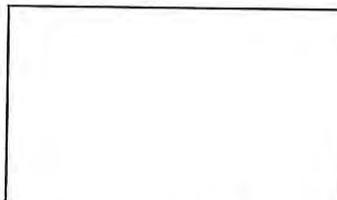
Lenders usually take a positive view of individuals with a range of credit accounts - car loan, credit cards, mortgage, etc. - that have a record of timely payments. However, a high debt to credit ratio on certain types of revolving (credit card) accounts and installment loans will typically have a negative impact.

Open Accounts	Total Number	Balance	Available ?	Credit Limit ?	Debt to Credit Ratio	Monthly Payment Amount ?	Accounts with a Balance
<u>Mortgage</u>	2	\$77,750	\$0	\$86,820	90%	\$855	2
<u>Installment</u>	0	\$0	N/A	N/A	N/A	\$0	0
<u>Revolving</u>	4	\$16,800	\$3,480	\$20,280	83%	\$548	3
<u>Other</u>	0	\$0	N/A	N/A	N/A	\$0	0
Total	6	\$94,550	\$3,480	\$107,100	88%	\$1,403	5

Debt by Account Type

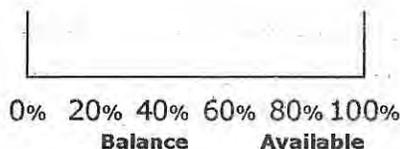
Debt to Credit Ratio by Account

Mortgage
Installment
Revolving
Other



Installment-0%
Revolving-18%
Mortgage-82%
Other-0%

Total



NOTE: Total may not equal 100% due to rounding

Account Age

Usually, it is a good idea to keep your oldest credit account open, as a high average account age generally demonstrates stability to lenders. Also, especially if you have been managing credit for a short time, opening many new accounts will lower your average account age and may have a negative impact.

Length of Credit History 16 Years, 5 Months
Average Account Age 8 Years, 5 Months
Oldest Account CAPITAL ONE BANK USA (Opened 09/1993)
Most Recent Account CONCORD SERVICING GR (Opened 09/2009)

Inquiries - Requests for your Credit History

Numerous inquiries on your credit file for new credit may cause you to appear risky to lenders, so it is usually better to only seek new credit when you need it. Typically, lenders distinguish between inquiries for a single loan and many new loans in part by the length of time over which the inquiries occur. So, when rate shopping for a loan it's a good idea to do it within a focused period of time.

Inquiries in the Last 2 Years 6
Most Recent Inquiry ALERT CENTRE REVIEWS (12/04/09)

Potentially Negative Information

Late payments, collections and public records can have a negative impact on your credit standing. The more severe and recent they are, the more negative the potential impact might be.

Public Records 0
Negative Accounts 2
Collections 1

Mortgage Accounts

Mortgage accounts include first mortgages, home equity loans, and any other loans secured by real estate you own.

Open Accounts

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
CITIMORTGAGE	200280XXXX	04/2005	\$68,990	12/2009	\$0	PAYS AS AGREED	\$0

CITIMORTGAGE

PO Box 9438
 Dept 0251
 Gaithersburg, MD-208989438
 (800) 283-7918

Account Number:	200280XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	\$78,000
Type of Account	Mortgage	Credit Limit:	\$0

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
Term Duration:	30 Years			Terms Frequency:		Monthly (due every month)	
Date Opened:	04/2005			Balance:		\$68,990	
Date Reported:	12/2009			Amount Past Due:		\$0	
Date of Last Payment:	12/2009			Actual Payment Amount:		\$745	
Scheduled Payment Amount:	\$679			Date of Last Activity:		12/2009	
Date Major Delinquency First Reported:				Months Reviewed:		53	
Creditor Classification:				Activity Description:		N/A	
Charge Off Amount:	\$0			Deferred Payment Start Date:			
Balloon Payment Amount:	\$0			Balloon Payment Date:			
Date Closed:				Type of Loan:		Conventional RE Mortgage	
Date of First Delinquency:	N/A						
Comments:	Fannie Mae account						

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2009	*	*	*	*	*	*	*	*	*	*	*	
2008	*	*	*	*	*	*	*	*	*	*	*	*
2007	*	*	*	*	*	*	*	*	*	*	*	*
2006	*	*	*	*	*	*	*	*	*	*	*	*
2005				*	*	*	*	*	*	*	*	*

CONCORD SERVICING GR	1055003XXXX	09/2009	\$8,760	12/2009	\$0	PAYS AS AGREED	\$0
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CONCORD SERVICING GROUP

6560 N Scottsdale Rd Ste G
 Paradise Valley, AZ-852534412
 (480) 998-7585

Account Number:	1055003XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Joint Account	High Credit:	\$8,820
Type of Account <input type="checkbox"/>	Installment	Credit Limit:	\$0
Term Duration:	84 Months	Terms Frequency:	Monthly (due every month)
Date Opened:	09/2009	Balance:	\$8,760
Date Reported:	12/2009	Amount Past Due:	\$0
Date of Last Payment:	12/2009	Actual Payment Amount:	\$176
Scheduled Payment Amount:	\$176	Date of Last Activity:	12/2009
Date Major Delinquency First Reported:		Months Reviewed:	3
Creditor Classification:		Activity Description:	N/A
Charge Off Amount:	\$0	Deferred Payment Start Date:	
Balloon Payment Amount:	\$0	Balloon Payment Date:	
Date Closed:		Type of Loan:	Time Share Loan (a purchased time share)

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
Date of First Delinquency:		N/A					
Comments:							

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2009									*	*	*	

Closed Accounts

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
CITIMORTGAGE	908002XXXX	04/1999	\$0	08/2003	\$0	PAYS AS AGREED	\$0

CITIMORTGAGE

PO Box 9438
 Dept 0251
 Gaithersburg, MD-208989438
 (800) 283-7918

Account Number:	908002XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Joint Account	High Credit:	\$199,200
Type of Account  :	Installment	Credit Limit:	\$0
Term Duration:		Terms Frequency:	
Date Opened:	04/1999	Balance:	\$0
Date Reported:	08/2003	Amount Past Due:	\$0
Date of Last Payment:	08/2003	Actual Payment Amount:	\$0
Scheduled Payment Amount:	\$1,776	Date of Last Activity:	08/2003
Date Major Delinquency First Reported:		Months Reviewed:	49
Creditor Classification:		Activity Description:	Paid and Closed
Charge Off Amount:	\$0	Deferred Payment Start Date:	
Balloon Payment Amount:	\$0	Balloon Payment Date:	
Date Closed:		Type of Loan:	Conventional RE Mortgage
Date of First Delinquency:	N/A		
Comments:	Fannie Mae account		

81-Month Payment History

No 81-Month Payment Data available for display.

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Installment Accounts

Installment accounts are credit accounts in which the amount of the payment and the number of payments are predetermined or fixed, such as a car loan.

Closed Accounts

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
CITIFINANCIAL MORTGA	03472185-039XXXX	08/1998	\$0	10/2000	\$0	PAYS AS AGREED	\$0

CITIFINANCIAL MORTGAGE

PO Box 9438
 Dept 0251
 Gaithersburg, MD-208989438
 (800) 753-3673

Account Number:	03472185-039XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Joint Account	High Credit:	\$60,744
Type of Account [?]:	Installment	Credit Limit:	\$0
Term Duration:		Terms Frequency:	
Date Opened:	08/1998	Balance:	\$0
Date Reported:	10/2000	Amount Past Due:	\$0
Date of Last Payment:		Actual Payment Amount:	\$0
Scheduled Payment Amount:	\$759	Date of Last Activity:	09/2000
Date Major Delinquency First Reported:		Months Reviewed:	25
Creditor Classification:		Activity Description:	N/A
Charge Off Amount:	\$0	Deferred Payment Start Date:	
Balloon Payment Amount:	\$0	Balloon Payment Date:	
Date Closed:		Type of Loan:	
Date of First Delinquency:	N/A		
Comments:	Closed or paid account zero balance		

81-Month Payment History

No 81-Month Payment Data available for display.

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
FMC-OMAHA SERVICE CT	CCA939XXXX	04/2000	\$0	05/2001	\$0	PAYS AS AGREED	\$0

FMC-OMAHA SERVICE CTR

PO Box 54200
 Omaha, NE-681548000

Account Number:	CCA939XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Joint Account	High Credit:	\$13,084
Type of Account [?]:	Installment	Credit Limit:	\$0
Term Duration:		Terms Frequency:	
Date Opened:	04/2000	Balance:	\$0
Date Reported:	05/2001	Amount Past Due:	\$0
Date of Last Payment:		Actual Payment Amount:	\$0
Scheduled Payment Amount:	\$272	Date of Last Activity:	02/2001
Date Major Delinquency First Reported:		Months Reviewed:	12

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
Creditor Classification:		Activity Description:			N/A		
Charge Off Amount:		\$0		Deferred Payment Start Date:			
Balloon Payment Amount:		\$0		Balloon Payment Date:			
Date Closed:		Type of Loan:					
Date of First Delinquency:		N/A					
Comments:		Closed or paid account zero balance					

81-Month Payment History

No 81-Month Payment Data available for display.

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Revolving Accounts

Revolving accounts are charge accounts that have a credit limit and require a minimum payment each month, such as most credit cards.

Open Accounts

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
CITIBANK SD, NA	542418066364XXXX	02/2008	\$2,344	01/2010	\$0	PAYS AS AGREED	\$2,480

CITI CARDS CBSDNA

PO Box 6500
C/O Citi Corp
Sioux Falls, SD-571176500

Account Number:	542418066364XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	\$0
Type of Account ^[?] :	Revolving	Credit Limit:	\$2,480
Term Duration:		Terms Frequency:	Monthly (due every month)
Date Opened:	02/2008	Balance:	\$2,344
Date Reported:	01/2010	Amount Past Due:	\$0
Date of Last Payment:		Actual Payment Amount:	\$0
Scheduled Payment Amount:	\$120	Date of Last Activity:	01/2010
Date Major Delinquency First Reported:		Months Reviewed:	23
Creditor Classification:		Activity Description:	N/A
Charge Off Amount:	\$0	Deferred Payment Start Date:	
Balloon Payment Amount:	\$0	Balloon Payment Date:	
Date Closed:		Type of Loan:	Credit Card
Date of First Delinquency:	N/A		
Comments:			

Account Name Account Number Date Opened Balance Date Reported Past Due Account Status Credit Limit

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2009	*	*	*	*	*	*	*	*	*	*	*	*
2008		*	*	*	*	*	*	*	*	*	*	*

DISCOVER FINANCIAL S 601100404019XXXX 05/2000 \$13,480 01/2010 \$0 PAYS AS AGREED \$13,900

DISCOVER CARD

12 Reads Way
New Castle, DE-197201649
(800) 347-2683

Account Number:	601100404019XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	\$14,602
Type of Account [?]:	Revolving	Credit Limit:	\$13,900
Term Duration:		Terms Frequency:	Monthly (due every month)
Date Opened:	05/2000	Balance:	\$13,480
Date Reported:	01/2010	Amount Past Due:	\$0
Date of Last Payment:	01/2010	Actual Payment Amount:	\$0
Scheduled Payment Amount:	\$356	Date of Last Activity:	01/2010
Date Major Delinquency First Reported:		Months Reviewed:	99
Creditor Classification:		Activity Description:	N/A
Charge Off Amount:	\$0	Deferred Payment Start Date:	
Balloon Payment Amount:	\$0	Balloon Payment Date:	
Date Closed:		Type of Loan:	Credit Card
Date of First Delinquency:	N/A		
Comments:			

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2009	*	*	*	*	*	*	*	*	*	*	*	*
2008	*	*	*	*	*	*	*	*	*	*	*	*
2007	*	*	*	*	*	*	*	*	*	*	*	*
2006	*	*	*	*	*	*	*	*	*	*	*	*
2005	*	*	*	*	*	*	*	*	*	*	*	*
2004	*	*	*	*	*	*	*	*	*	*	*	*
2003				*	*	*	*	*	*	*	*	*

HSBC GUITAR CENTER 62606-001742XXXX 02/2000 \$0 06/2000 \$0 PAYS AS AGREED \$0

HHLB BANK/GUITAR CNTR

90 Christiana Rd
New Castle, DE-197203118

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
Account Number:	62606-001742XXXX			Current Status:		PAYS AS AGREED	
Account Owner:	Individual Account.			High Credit:		\$10,282	
Type of Account [?] :	Revolving			Credit Limit:		\$0	
Term Duration:				Terms Frequency:			
Date Opened:	02/2000			Balance:		\$0	
Date Reported:	06/2000			Amount Past Due:		\$0	
Date of Last Payment:				Actual Payment Amount:		\$0	
Scheduled Payment Amount:	\$0			Date of Last Activity:		05/2000	
Date Major Delinquency First Reported:				Months Reviewed:		4	
Creditor Classification:				Activity Description:		N/A	
Charge Off Amount:	\$0			Deferred Payment Start Date:			
Balloon Payment Amount:	\$0			Balloon Payment Date:			
Date Closed:				Type of Loan:			
Date of First Delinquency:	N/A						
Comments:							

81-Month Payment History

No 81-Month Payment Data available for display.

THE HOME DEPOT/CBSD	603532025579XXXX	12/2006	\$976	01/2010	\$0	PAYS AS AGREED	\$3,900
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THE HOME DEPOT/CBSD

Ccs Gray Ops Center
 PO Box 6497
 Sioux Falls, SD-571176497
 (800) 677-0232

Account Number:	603532025579XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	\$2,281
Type of Account [?] :	Revolving	Credit Limit:	\$3,900
Term Duration:		Terms Frequency:	Monthly (due every month)
Date Opened:	12/2006	Balance:	\$976
Date Reported:	01/2010	Amount Past Due:	\$0
Date of Last Payment:	12/2009	Actual Payment Amount:	\$0
Scheduled Payment Amount:	\$72	Date of Last Activity:	01/2010
Date Major Delinquency First Reported:		Months Reviewed:	37
Creditor Classification:		Activity Description:	N/A
Charge Off Amount:	\$0	Deferred Payment Start Date:	
Balloon Payment Amount:	\$0	Balloon Payment Date:	
Date Closed:		Type of Loan:	Charge Account
Date of First Delinquency:	N/A		
Comments:			

Account Name Account Number Date Opened Balance Date Reported Past Due Account Status Credit Limit

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2009	*	*	*	*	*	*	*	*	*	*	*	*
2008	*	*	*	*	*	*	*	*	*	*	*	*
2007	*	*	*	*	*	*	*	*	*	*	*	*
2006												*

Closed Accounts

Account Name Account Number Date Opened Balance Date Reported Past Due Account Status Credit Limit

CAPITAL ONE 529107129168XXXX 09/1993 \$0 01/2005 \$0 CHARGE-OFF \$0

CAPITAL ONE

PO Box 30281
Salt Lake City, UT-841300281

Account Number:	529107129168XXXX	Current Status:	CHARGE-OFF
Account Owner:	Shared, but otherwise undesignated	High Credit:	\$1,413
Type of Account [?] :	Revolving	Credit Limit:	\$0
Term Duration:		Terms Frequency:	
Date Opened:	09/1993	Balance:	\$0
Date Reported:	01/2005	Amount Past Due:	\$0
Date of Last Payment:	10/2003	Actual Payment Amount:	\$0
Scheduled Payment Amount:	\$0	Date of Last Activity:	N/A
Date Major Delinquency First Reported:	04/2004	Months Reviewed:	N/A
Creditor Classification:		Activity Description:	Paid
Charge Off Amount:	\$0	Deferred Payment Start Date:	
Balloon Payment Amount:	\$0	Balloon Payment Date:	
Date Closed:		Type of Loan:	Credit Card
Date of First Delinquency:	09/2003		
Comments:	Account paid for less than full balance		

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2004	120	120	120	*	*	*	*	*	*	*	*	*
2003	*	*	*	*	*	*	*	*	*	30	60	90
2002	*	*	*	*	*	*	*	*	*	*	*	*
2001	*	*	*	*	*	*	*	*	*	*	*	*
2000	*	*	*	*	*	*	*	*	*	*	*	*
1999	*	*	*	*	*	*	*	*	*	*	*	*
1998				*	*	*	*	*	*	*	*	*

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
CAPITAL ONE BANK USA	529107144805XXXX	12/1997	\$0	01/2005	\$0	120+ DAYS PAST DUE	\$0

CAPITAL ONE

PO Box 30281
Salt Lake City, UT-841300281

Account Number:	529107144805XXXX	Current Status:	120+ DAYS PAST DUE
Account Owner:	Individual Account.	High Credit:	\$1,571
Type of Account  :	Revolving	Credit Limit:	\$0
Term Duration:		Terms Frequency:	
Date Opened:	12/1997	Balance:	\$0
Date Reported:	01/2005	Amount Past Due:	\$0
Date of Last Payment:	10/2003	Actual Payment Amount:	\$0
Scheduled Payment Amount:	\$0	Date of Last Activity:	N/A
Date Major Delinquency First Reported:		Months Reviewed:	85
Creditor Classification:		Activity Description:	N/A
Charge Off Amount:	\$0	Deferred Payment Start Date:	
Balloon Payment Amount:	\$0	Balloon Payment Date:	
Date Closed:		Type of Loan:	Credit Card
Date of First Delinquency:	09/2003		
Comments:	Account paid for less than full balance		

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2004	120	120	120	*	*	*	*	*	*	*	*	*
2003	*	*	*	*	*	*	*	*	*	30	60	90
2002	*	*	*	*	*	*	*	*	*	*	*	*
2001	*	*	*	*	*	*	*	*	*	*	*	*
2000	*	*	*	*	*	*	*	*	*	*	*	*
1999	*	*	*	*	*	*	*	*	*	*	*	*
1998				*	*	*	*	*	*	*	*	*

CITIBANK SD, NA	542418047481XXXX	11/2001	\$0	12/2001	\$0	PAYS AS AGREED	\$1,000
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CITI CARDS CBSDNA

PO Box 6500
C/O Citi Corp
Sioux Falls, SD-571176500

Account Number:	542418047481XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	\$0
Type of Account  :	Revolving	Credit Limit:	\$1,000
Term Duration:		Terms Frequency:	

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
Date Opened:	11/2001		Balance:			\$0	
Date Reported:	12/2001		Amount Past Due:			\$0	
Date of Last Payment:			Actual Payment Amount:			\$0	
Scheduled Payment Amount:	\$0		Date of Last Activity:			N/A	
Date Major Delinquency First Reported:			Months Reviewed:			1	
Creditor Classification:			Activity Description:			N/A	
Charge Off Amount:	\$0		Deferred Payment Start Date:				
Balloon Payment Amount:	\$0		Balloon Payment Date:				
Date Closed:			Type of Loan:				
Date of First Delinquency:	N/A						
Comments:	Account closed by consumer						

81-Month Payment History

No 81-Month Payment Data available for display.

THE HOME DEPOT/CBSD	603532006730XXXX	08/1999	\$0	08/2003	\$0	PAYS AS AGREED	\$0
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THE HOME DEPOT/CBSD

Ccs Gray Ops Center
 PO Box 6497
 Sioux Falls, SD-571176497
 (800) 677-0232

Account Number:	603532006730XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	\$543
Type of Account ⁽²⁾ :	Revolving	Credit Limit:	\$0
Term Duration:		Terms Frequency:	Monthly (due every month)
Date Opened:	08/1999	Balance:	\$0
Date Reported:	08/2003	Amount Past Due:	\$0
Date of Last Payment:	07/2002	Actual Payment Amount:	\$128
Scheduled Payment Amount:	\$0	Date of Last Activity:	07/2002
Date Major Delinquency First Reported:		Months Reviewed:	48
Creditor Classification:		Activity Description:	Paid and Closed
Charge Off Amount:	\$0	Deferred Payment Start Date:	
Balloon Payment Amount:	\$0	Balloon Payment Date:	
Date Closed:	07/2002	Type of Loan:	Charge Account
Date of First Delinquency:	N/A		
Comments:	Account closed at consumers request		

81-Month Payment History

No 81-Month Payment Data available for display.



Other Accounts

These are all accounts that do not fall into the other categories and can include 30-day accounts such as American Express.

You have no accounts classified as "Other" on file

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Payment History Key

Meaning	Symbol	Meaning	Symbol
Pays or Paid as Agreed:	*	180+ Days Past Due:	180
30-59 Days Past Due:	30	Collection Account:	CA
60-89 Days Past Due:	60	Foreclosure:	F
90-119 Days Past Due:	90	Voluntary Surrender:	VS
120-149 Days Past Due:	120	Repossession:	R
150-179 Days Past Due:	150	Charge Off:	CO

Inquiries

A request for your credit history is called an inquiry. Inquiries remain on your credit report for two years. There are two types of inquiries those that may impact your credit rating and those that do not.

Inquiries that may impact your credit rating

These inquiries are made by companies with whom you have applied for a loan or credit.

Name of Company	Date of Inquiry
ADVANTA BUSINESS CARD	02/16/08

Creditor Contact Information

ADVANTA BUSINESS CARD
448 E Winchester St Ste 150
Murray, UT 841078502

ALERT CENTRE REVIEWS	12/04/09
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Creditor Contact Information

ALERT CENTRE REVIEWS
14200 E Exposition Ave
Aurora, CO 800122540

CHASE CREDIT RESEARCH, INC. :0536845051	03/03/08
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Name of Company Date of Inquiry

Creditor Contact Information

CHASE CREDIT RESEARCH, INC.
6350 Laurel Canyon Blvd 4th Fl
North Hollywood, CA 916063200

INFO 1 ADVANCED CREDIT 03/10/08
TECH::0536845051

Creditor Contact Information

INFO 1 ADVANCED CREDIT TECH
800 NW Loop 410 # S-250
San Antonio, TX 782165619

SECURE ONE INC. OF NC. 11/29/08

Creditor Contact Information

SECURE ONE INC. OF NC.
1298 Tunnel Rd
Adt Authorized Dealer
Asheville, NC 288052112

US BANK 03/10/08

Creditor Contact Information

US BANK
4325 17TH AVENUE SW
FG-ND-S1LC
FARGO, ND 58103
(800) 872-2657

Inquiries that do not impact your credit rating

These inquiries include requests from employers, companies making promotional offers and your own requests to check your credit. These inquiries are only viewable by you.

Company Information	Date of Inquiry
EMPL DTC-CHOICEPOINT ::0536845051	03/24/08
ND-CHOICEPOINT ::0536845051	02/12/08
AR-CITIBANK SD	07/14/09
AR-CITI CARDS CBSD	12/25/09
PRM-CITIFINANCIAL	06/23/09, 05/26/09
AR-CITIMORTGAGE	01/05/10
AR-CITI SD- THE HOME DEPOT	12/25/09
EQUIFAX	02/05/10
ND-EQUIFAX	02/20/08
PRM-FINGERHUT/CIT	01/20/10, 11/04/09

Company Information	Date of Inquiry
PRM-FIRST PREMIER BANK PROMO	05/06/09
PRM-HOUSEHOLD BANK	02/13/09
Prefix	Prefix Description
PRM	Inquiries with this prefix indicate that only your name and address were given to a credit grantor so they can provide you a firm offer of credit or insurance.(PRM inquiries remain for twelve months.)
AM or AR	Inquiries with these prefixes indicate a periodic review of your credit history by one of your creditors.(AM and AR inquiries remain for twelve months.)
EMPL	Inquiries with this prefix indicate an employment inquiry. (EMPL inquiries remain for 24 months)
PR	Inquiries with this prefix indicate that a creditor reviewed your account as part of a portfolio they are purchasing.(PR inquiries remain for 12 months.)
Equifax or EFX	Inquiries with these prefixes indicate Equifax's activity in response to your contact with us for a copy of your credit file or a research request.
ND	Inquiries with this prefix are general inquiries that do not display to credit grantors.(ND inquiries remain for 24 months.)
ND MR	Inquiries with this prefix indicate the reissue of a mortgage credit report containing information from your Equifax credit file to another company in connection with a mortgage loan.(ND inquiries remain for 24 months.)

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Negative Accounts

Accounts that contain a negative account status. Accounts not paid as agreed generally remain on your credit file for 7 years from the date the account first became past due leading to the current not paid status. Late Payment History generally remains on your credit file for 7 years from the date of the late payment.

Closed Accounts

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
CAPITAL ONE BANK USA	529107129168XXXX	09/1993	\$0	01/2005	\$0	CHARGE-OFF	\$0

CAPITAL ONE

PO Box 30281
Salt Lake City, UT-841300281

Account Number:	529107129168XXXX	Current Status:	CHARGE-OFF
Account Owner:	Shared, but otherwise undesignated	High Credit:	\$1,413
Type of Account  :	Revolving	Credit Limit:	\$0
Term Duration:		Terms Frequency:	
Date Opened:	09/1993	Balance:	\$0
Date Reported:	01/2005	Amount Past Due:	\$0
Date of Last Payment:	10/2003	Actual Payment Amount:	\$0
Scheduled Payment Amount:	\$0	Date of Last Activity:	N/A
Date Major Delinquency First Reported:	04/2004	Months Reviewed:	N/A
Creditor Classification:		Activity Description:	Paid

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
Charge Off Amount:	\$0			Deferred Payment Start Date:			
Balloon Payment Amount:	\$0			Balloon Payment Date:			
Date Closed:				Type of Loan:		Credit Card	
Date of First Delinquency:	09/2003						
Comments:	Account paid for less than full balance						

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2004	120	120	120	*	*	*	*	*	*	*	*	*
2003	*	*	*	*	*	*	*	*	*	30	60	90
2002	*	*	*	*	*	*	*	*	*	*	*	*
2001	*	*	*	*	*	*	*	*	*	*	*	*
2000	*	*	*	*	*	*	*	*	*	*	*	*
1999	*	*	*	*	*	*	*	*	*	*	*	*
1998				*	*	*	*	*	*	*	*	*

CAPITAL ONE 529107144805XXXX 12/1997 \$0 01/2005 \$0 120+ DAYS PAST DUE \$0
BANK USA

CAPITAL ONE

PO Box 30281
Salt Lake City, UT-841300281

Account Number:	529107144805XXXX	Current Status:	120+ DAYS PAST DUE
Account Owner:	Individual Account.	High Credit:	\$1,571
Type of Account <input checked="" type="checkbox"/> :	Revolving	Credit Limit:	\$0
Term Duration:		Terms Frequency:	
Date Opened:	12/1997	Balance:	\$0
Date Reported:	01/2005	Amount Past Due:	\$0
Date of Last Payment:	10/2003	Actual Payment Amount:	\$0
Scheduled Payment Amount:	\$0	Date of Last Activity:	N/A
Date Major Delinquency First Reported:		Months Reviewed:	85
Creditor Classification:		Activity Description:	N/A
Charge Off Amount:	\$0	Deferred Payment Start Date:	
Balloon Payment Amount:	\$0	Balloon Payment Date:	
Date Closed:		Type of Loan:	Credit Card
Date of First Delinquency:	09/2003		
Comments:	Account paid for less than full balance		

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2004	120	120	120	*	*	*	*	*	*	*	*	*
2003	*	*	*	*	*	*	*	*	*	30	60	90
2002	*	*	*	*	*	*	*	*	*	*	*	*
2001	*	*	*	*	*	*	*	*	*	*	*	*

Account Name	Account Number			Date Opened		Balance		Date Reported			Past Due	Account Status	Credit Limit
	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2000	*	*	*	*	*	*	*	*	*	*	*	*	*
1999	*	*	*	*	*	*	*	*	*	*	*	*	*
1998				*	*	*	*	*	*	*	*	*	*

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Collections

A collection is an account that has been turned over to a collection agency by one of your creditors because they believe the account has not been paid as agreed.

ASSOCIATED CREDIT & COLL

Agency Address: 975 Eyster Blvd
Rockledge, FL 329553512

Date Reported:	02/2010
Date Assigned:	02/2005
Creditor Classification:	Medical/Health Care
Creditor Name:	RAYMOND S DUONG MD
Accounts Number:	ACCIDUO806490XXXX
Account Owner:	Individual Account.
Original Amount Owned:	\$852
Date of 1 st Delinquency:	10/2003
Balance Date:	02/2010
Balance Owned:	\$0
Last Payment Date :	05/12/2005
Status Date:	02/2010
Status:	P - Paid
Comments:	Medical

MCB COLLECTION SERVICE

Agency Address: 2066 14th Ave Ste 102
Vero Beach, FL 329604419

Date Reported:	08/2005
Date Assigned:	12/2003
Creditor Classification:	Retail
Creditor Name:	SCRIPPS THE STUART NEWS
Accounts Number:	203XXXX
Account Owner:	Individual Account.
Original Amount Owned:	\$108
Date of 1 st Delinquency:	11/2003
Balance Date:	08/2005

MCB COLLECTION SERVICE

Balance Owned:	\$108
Last Payment Date :	N/A
Status Date:	08/2005
Status:	D - Unpaid
Comments:	N/A

MCB COLLECTION SERVICE

Agency Address:	2066 14th Ave Ste 102 Vero Beach, FL 329604419
Date Reported:	08/2005
Date Assigned:	10/2003
Creditor Classification:	Retail
Creditor Name:	SCRIPPS THE STUART NEWS
Accounts Number:	200XXXX
Account Owner:	Individual Account.
Original Amount Owned:	\$108
Date of 1 st Delinquency:	09/2003
Balance Date:	08/2005
Balance Owned:	\$108
Last Payment Date :	N/A
Status Date:	08/2005
Status:	D - Unpaid
Comments:	N/A

MCB COLLECTION SERVICE

Agency Address:	2066 14th Ave Ste 102 Vero Beach, FL 329604419
Date Reported:	08/2005
Date Assigned:	05/2004
Creditor Classification:	Medical/Health Care
Creditor Name:	MCCORKLE RADIOLOGY VERO XRAY
Accounts Number:	209XXXX
Account Owner:	Individual Account.
Original Amount Owned:	\$69
Date of 1 st Delinquency:	04/2004
Balance Date:	08/2005
Balance Owned:	\$0
Last Payment Date :	27/08/2004
Status Date:	08/2005

MCB COLLECTION SERVICE

Status: P - Paid
 Comments: Medical

Public Records

Public record information includes bankruptcies, liens or judgments and comes from federal, state or county court records.

Public record information includes bankruptcies, liens or judgments and comes from federal, state or county court records.

You have no Public Records on file

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Personal Information

The following information is added to your file either when creditors enter requests to view your credit history, or when you report it to Equifax directly.

Name: Larry E. Leach
Social Security Number: 409-68-9236
Age or Date of Birth: February 6, 1943

Address Information

Current/ Previous	Street City,State Zip	Date Reported
Current	9400 N US HIGHWAY 1 APT 302 SEBASTIAN,FL,32958	
Former Address 1	539 RHODODENDRON PARK RD BURNSVILLE,NC,28714	
Former Address 2	1465 CORONA LN VERO BEACH,FL,32963	
Former Address 3	40 ROYAL PALM PT VERO BEACH,FL,32960	
Former Address 4	416 HOLLY RD VERO BEACH,FL,32963	

Other Identification

You have no other identification on file.

Employment History

Last Reported Employment:
 GENERAL MGR; VERO BEACH YACHT SALES

Previous Employment(s):
 VICE PRES; STRIKER YACHTSSTIKER YACHT

Alert(s)

You have no Alerts on file.

Consumer Statement

You have no Consumer Statement on file.

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Dispute File Information

If you believe that any of the information found on this report is incorrect, there are 3 ways to launch an investigation about the information on this report.

If you believe that any of the information found on this file is incorrect, you may start a dispute online about any inaccuracies on your Equifax credit file. The credit reporting company is not required to remove accurate data from your file unless it is outdated or cannot be verified.

Initiating a dispute online is the easiest and fastest way to dispute credit file information. In addition, by disputing online you are also provided the ability to check online the status and results of your dispute.

To initiate a dispute online click on [Dispute this Credit File online now](#)

To check the status or view the results of your dispute click on [View dispute status](#)

As a reminder your **Confirmation Number** is: 0536845051. Please keep your confirmation as it may be needed for future requests that you initiate with Equifax.

Frequently Asked Questions

How can I dispute inaccuracies on my Equifax Credit File?

As stated in the FCRA, you have the right to dispute information that you feel is being reported incorrectly on your Equifax credit file. You are able to initiate an online dispute immediately or you can contact our dispute center at 866-229-7861 (changes monthly). You must have a current copy of your Equifax credit file and your ten-digit confirmation number to complete the dispute process by phone.

Additionally, you can dispute inaccuracies by writing to:

Equifax Information Services, LLC
P.O. Box 740256
Atlanta, GA 30374

How can I check the status of my dispute?

Click on [View dispute status](#)

How do I dispute the personal information within my credit file?

You can dispute your personal information, including your name, address, and social security number online. However:

- If you dispute or request a change on your **name or date of birth**, you will need to send us a copy of your Driver's License reflecting this change.
- If you dispute or request a change on your **Current Address**, you will need to send us a copy of your Driver's License or a utility bill reflecting this change.
- If you dispute or request a change on your **Social Security Number**, you will need to send us a copy of your Social Security card or a W-2 form.

Once you have submitted you dispute online, you must provide us with a copy of your document proof. You can fax your document proof to 888-826-0549 (may change), or, you can mail a copy of your documents to:

Equifax Information Services, LLC
P.O. Box 740256
Atlanta, GA 30348

To initiate your dispute online click on [Start a Dispute Online](#)

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How to order your score by phone

By law, you are entitled to obtain your credit score. There is a fee of \$ to obtain your credit score from Equifax Information Services. To request your credit score, please contact:

Equifax Information Services LLC
P.O. Box 105167
Atlanta, GA 30348

or call
1-877-SCORE-11

If you are in the process of obtaining a mortgage, you may be entitled to free credit score information. Contact the person making or arranging your loan for further information.

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identify theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days. In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).

- You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- Identity theft victims and active duty military personnel have additional rights. For more information, visit [www.ftc.gov](#).

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

Type of Business:	Contact
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Consumer Help PO Box 1200 Minneapolis, MN 55480 888-851-1920 (TTY: 877-766-8533)
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051

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Remedying the Effects of Identity Theft

Identity theft occurs when someone uses your name, Social Security number, date of birth, or other identifying information, without authority, to commit fraud. For example, someone may have committed identity theft by using your personal information to open a credit card account or get a loan in your name. For more information, visit www.consumer.gov/idtheft or write to: FTC, Consumer Response Center, Room 130-B, 600 Pennsylvania Avenue, N.W. Washington, D.C., 20580.

The Fair Credit Reporting Act (FCRA) gives you specific rights when you are, or believe that you are, the victim of identity theft. Here is a brief summary of the rights designed to help you recover from identity theft.

1. You have the right to ask that nationwide consumer reporting agencies place "fraud alerts" in your file to let potential creditors and others know that you may be a victim of identity theft. A fraud alert can make it more difficult for someone to get credit in your name because it tells creditors to follow certain procedures to protect you. It also may delay your ability to obtain credit. You may place a fraud alert in your file by calling just one of the three nationwide consumer reporting agencies. As soon as that agency processes your fraud alert, it will notify the other two, which then also must place fraud alerts in your file.
 - Equifax: 1-800-525-6285; www.equifax.com
 - Experian: 1-888-397-3742; www.experian.com

COMMERCIAL/OFFICE LEASE AGREEMENT
VERO BEACH CITY MARINA

This Commercial/Office Lease Agreement (“**Lease Agreement**”) is executed on this ____ day of _____, 2010, by and between the **CITY OF VERO BEACH**, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is P.O. Box 1389, Vero Beach, Florida 32961-1389 (“**LANDLORD**”); and **VERO BEACH YACHT SALES, INC.**, a Florida corporation (“**TENANT**”), whose mailing address is 9400 U.S. Highway 1, Sebastian, FL 32958, #302.

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LANDLORD and TENANT agree as follows:

1. LEASED PREMISES. LANDLORD hereby demises and leases to TENANT, and TENANT hereby hires, rents, and leases from LANDLORD, real property located at the Vero Beach City Marina South Complex Building, “Marina Building,” 3599 Rio Vista Blvd., Vero Beach, Indian River County, Florida. The Leased Premises consists of 500 square feet of building space, together with use of common areas, in common with other tenants, their customers or clients, and members of the general public, and is more particularly described as in Attachment A to this Lease Agreement. TENANT’S staff and customers are authorized to utilize the parking area lying east of the South Complex Building with others utilizing the Marina facilities on a first come, first served basis.

2. TERM.

(a) The initial term of this Lease Agreement shall be one (1) year(s), commencing on

MARCH 1, 2010, and terminating on FEBRUARY 28, 2011.

(b) TENANT shall have one option to renew this Lease Agreement for a term of one (1) year(s) at the conclusion of the initial term pursuant to the Renewal Rental Rate Adjustment Procedure in Paragraph 3(c) below; provided, however, that TENANT is not in default hereunder, and provided that TENANT shall first give written notice to LANDLORD of TENANT'S intention to exercise this option no less than six (6) months prior to the termination of the initial term. All other terms and conditions herein shall apply during the second term unless otherwise provided herein.

3. **RENT; TAXES; RENT ADJUSTMENT; SECURITY DEPOSIT.**

(a) **Rent.** Subject to the adjustment, escalation, and other provisions of this Lease Agreement, TENANT shall pay to LANDLORD, in lawful money of the United States, a total rent during the initial term of this Lease Agreement of Seven Thousand Five Hundred Dollars (\$7,500.00). The monthly rent shall be Six Hundred Twenty-Five Dollars (\$625.00). Pursuant to Paragraph 3(b) and Paragraph 8 of this Lease Agreement, TENANT also shall pay all legally imposed taxes, fees, or assessments billed for that month. This rental rate is based on 500 square feet of building space at Fifteen Dollars (\$15.00) per square foot per year, including reasonable usage of common area spaces. Rent shall be due on the first day of each month. Failure to pay the monthly rent in full by the tenth (10th) day of each month shall result in the assessment of a late charge of five percent (5%) of the amount then owing, or \$50.00, whichever is greater.

(b) **Taxes.** Pursuant to Paragraph 9 of this Lease Agreement, TENANT also shall pay all legally-imposed federal, state and local taxes, fees, and assessments accruing during the term of this Lease Agreement.

(c) **Renewal Rental Rate Adjustment Procedure.** Upon receipt of a notice from TENANT of an intent to exercise TENANT'S option to renew the Lease Agreement for an

additional term, a **“Renewal Rental Rate Adjustment Procedure,”** as hereinafter described, shall be initiated at least two (2) months, but not more than four (4) months, prior to the expiration of the Initial Term. LANDLORD shall initiate the “Renewal Rental Rate Adjustment Procedure” by notifying TENANT, in writing, of the current market rental rates in effect on the date TENANT’S notice is received or the rates intended to be in effect at the date the first monthly rent payment becomes due for the extension, whichever is greater. TENANT shall have thirty (30) days from the date of receipt of the notice of renewal rental rate, as adjusted, to accept the adjusted rental rate proposed by LANDLORD, in writing, or to reject the adjusted rental rate and provide notice to LANDLORD that TENANT shall be vacating the Leased Premises on or before the last day of the current lease term. TENANT may also, at TENANT’S sole discretion, propose terms for a new lease upon the same or different space at the Marina Building.

(d) **Security Deposit.** Prior to the Lease Agreement commencement date, TENANT shall provide security for the performance of this Lease Agreement, in a form acceptable to LANDLORD, in the amount of One Thousand Seven Hundred Forty-Three Dollars and Seventy-Five Cents (\$1,743.75), and said amount shall immediately be forfeited by TENANT to LANDLORD in the event of a default under the terms of this Lease Agreement that is not immediately cured under the terms herein, and shall be applied as a credit to any sums due to LANDLORD upon default. If LANDLORD applies any part of the security deposit to cure any default of TENANT, TENANT shall on demand deposit with LANDLORD the amount so applied so that LANDLORD shall have the full security deposit on hand at all times during the term of this Lease Agreement. TENANT’S failure to pay LANDLORD a sufficient amount to restore the security deposit to the required amount within five (5) days after receipt of a written demand for it shall constitute a default of the Lease Agreement. It is expressly understood and agreed by the parties that the security deposit shall not be

considered an advance payment of rental or a measure of LANDLORD'S damages in case of default by TENANT. Said deposit shall be returned to TENANT upon the successful conclusion of the performance by TENANT of the terms of this Lease Agreement.

4. **ASSIGNMENT.** TENANT shall not, either directly or indirectly, by any means, assign, sublease, hypothecate or transfer the Lease Agreement or any interest therein, or any portion of the Leased Premises, including any improvements thereon, without the express written consent of LANDLORD. LANDLORD shall not unreasonably withhold consent. However, any proposed assignee, sublessee, or transferee shall meet all lease requirements for such assignment, subleases, or transfer. In no event shall LANDLORD'S granting of consent to one or more assignments, subleases, hypothecations, or transfers constitute a waiver of LANDLORD'S right to refuse consent as to subsequent assignments, subleases, hypothecations, or transfers. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law, without the express written consent of LANDLORD. TENANT agrees that use of the Leased Premises or any portion thereof by any subtenants, suboperators, or submanagement shall not diminish in any way rents due LANDLORD from TENANT. If this Lease Assignment is assigned, or if the Leased Premises or any part thereof is sublet or occupied by anybody other than TENANT, with or without LANDLORD'S consent, LANDLORD may collect rent directly from such assignee, sub-lessee or occupant, and apply the net amount collected to the rent herein reserved. However, no such collection of rent shall be deemed a waiver of this covenant, or shall be deemed the acceptance of such assignee, sub-TENANT or occupant as, or in place of, TENANT, or a release of TENANT for obligations on the part of TENANT herein contained. Stock transfers, asset transfers, and any other ownership transfer of a tenant that changes the management or policy-making individuals of the TENANT shall be considered an "indirect transfer" of the Lease,

requiring express written consent of the LANDLORD prior to any such transfer or change in ownership or management. Any assignment or sublease shall be subject to the terms of the Lease Agreement with TENANT and all attachments and amendments. Any assignment or sublease without the express written consent of LANDLORD shall be void ab initio, and TENANT'S lease shall remain in force and effect.

5. ALTERATIONS.

(a) TENANT may be allowed to make alterations, changes, additions, or improvements to the interior of the Leased Premises necessary to accommodate the needs of TENANT'S business. TENANT shall not make any alterations, changes, additions, or improvements to the Leased Premises without the prior express written consent of LANDLORD. All work shall be performed in a good and workmanlike manner and shall be made in accordance with plans and specifications approved by LANDLORD, and with all applicable laws, rules and regulations, including, without limitation, the Americans With Disabilities Act. In the event that any federal or state governmental authority directs any modification or alteration to the Leased Premises solely as the result of TENANT'S occupancy, TENANT shall pay for the cost of the modification or alteration. If, because of any act or omission of TENANT, its successors or assigns, any mechanic's, materialman's, laborer's, or any other lien or other order for payment of money shall be recorded against the Leased Premises, or any part thereof, or otherwise asserted against LANDLORD, then TENANT shall, at TENANT'S own cost and expense, cause the same to be satisfied, cancelled, and discharged of record, and further shall indemnify and hold harmless LANDLORD from and against any and all costs, expenses, claims, losses or damages, including reasonable attorney's fees, through trial and appeal, resulting therefrom or by reason thereof.

(b) LANDLORD shall not make any alterations to ingress, egress, common areas, or the parking area without the prior express written notice to TENANT, and such alterations shall not unduly impair TENANT'S ingress or egress to the Leased Premises.

6. **ASSIGNMENT OF RENTS.** As additional security under the Lease Agreement, TENANT assigns, transfers, and sets over unto LANDLORD all of the rents for the Leased Premises accruing to TENANT pursuant to any assignment or sublease whether approved by LANDLORD or not; this assignment shall become operative upon any default by TENANT under the terms of the Lease Agreement and shall remain in full force and effect so long as any default continues to exist in the making of any of the payments or performance of any of the covenants of the Lease Agreement, and LANDLORD shall have the right to collect same directly from the person(s) or entity in possession.

7. **NO ABATEMENT OF RENTS.** No diminution or abatement of rent or offset shall be claimed or allowed. If TENANT has a disagreement or claim arising from the Lease Agreement or the Leased Premises, TENANT shall make such disagreement or claim known to LANDLORD in writing, but TENANT shall continue to pay to LANDLORD or pay to the court registry all rents, fees and applicable federal, state, and local taxes, fees, and assessments as they become due. Failure by TENANT to pay all monies as they become due may be deemed a default under the terms of the Lease Agreement at LANDLORD'S sole option.

8. **LIMITATION ON LANDLORD'S LIABILITY:**

(a) Tenant accepts the condition of the Leased Premises as is and recognizes and agrees to fully assume all risks, known and unknown, that arise or might arise incidental to, arising out of, or in any way connected with use of the Leased Premises, the Marina, and the roadways and other means of ingress and egress, and on behalf of itself, its successors, assigns, administrators, receivers, and trustees, release and forever discharge the LANDLORD, its elected officials, officers,

employees, agents, their successors, and assigns, of and from any and all liabilities, claims, demands, damages, actions, costs, or expenses of any nature, known or unknown, arising out of or in any way connected with such uses by TENANT. TENANT understands and agrees that this release includes claims based on the negligence, actions, or inaction of the LANDLORD and the other above released individuals and entities and covers any cause or condition whatsoever, including, but not limited to, bodily injury, death, and property damage or loss.

(b) LANDLORD shall not be liable to TENANT for any claim for compensation or any losses, damages or injuries sustained by TENANT resulting from failure of any water supply or sewer service, heat or electrical current, whether on the surface or underground, including, but not limited to, stability, moving, shifting, settlement, or displacement of materials by fire, water, windstorm, tornado, act or state of war, civilian commotion or riot, or any other cause beyond the control of LANDLORD.

9. TAXES.

(a) In the event that Section 212.031, Florida Statutes taxes are legally imposed as a result of this Lease Agreement, TENANT is solely responsible for all taxes, if any, imposed under Section 212.031, Florida Statutes, or as that provision may be amended, by the Florida Department of Revenue or locally imposed through a surtax, accruing during the term of the Lease Agreement or any renewal thereof. In the event that taxes are legally imposed, TENANT is solely responsible for TENANT'S pro rata share (based on square footage) of ad valorem and non-ad valorem taxes, impact fees, and assessments levied, if any, against the Leased Premises as more particularly described in Attachment A to this Lease Agreement accruing during the term of the Lease Agreement or any renewal thereof. TENANT shall pay all such legally imposed taxes imposed under Section 212.031, Florida Statutes, directly to the LANDLORD pursuant to Section 212.031(2) (a), Florida

Statutes. All ad valorem and non-ad valorem taxes that are legally imposed shall be advanced and paid by LANDLORD on behalf of TENANT directly to the Indian River County Tax Collector's Office and reimbursed by TENANT to LANDLORD within thirty (30) days of delivery of an invoice therefor to TENANT.

(b) TENANT acknowledges that any taxes legally imposed on the leasehold under Section 212.031, Florida Statutes, or as that provision may be amended, by the Florida Department of Revenue or locally imposed through a surtax, if any, are imposed on TENANT, and not on LANDLORD. TENANT acknowledges that any ad valorem taxes legally imposed on the leasehold under Section 196.199, Florida Statutes (taxation of government leaseholds), any non-ad valorem taxes, impact fees and assessments, if any, are imposed on TENANT, and that LANDLORD, as a governmental entity, is immune or exempt from such imposition.

10. INDEMNIFICATION AND HOLD HARMLESS. TENANT hereby agrees to indemnify and hold harmless LANDLORD, its elected officials, officers, employees, agents, their successors and assigns from and against any and all liabilities, damages, losses and costs, including, but not limited to, all costs and attorney's fees, through trial and appeal, that may be claimed or accrued by reason of the use, occupancy, or improvement of the Leased Premises by TENANT's Representatives (defined below), or caused by the act or neglect of TENANT's Representatives; provided, however, TENANT shall not have any obligation under the foregoing sentence if such liability, damage, loss, and costs is caused by the gross negligence, or willful misconduct of LANDLORD. For purposes of this Paragraph, the term "**TENANT's Representatives**" shall mean TENANT's officers, agents, employees, guests, customers, and invitees. TENANT further agrees to hold LANDLORD harmless for any loss, damage or destruction of any personal property, fixtures or improvements within or on the Leased Premises.

11. INSURANCE.

(a) **Commercial General Liability Insurance.** TENANT shall procure, maintain and pay for commercial general liability insurance providing all risks coverage which protects LANDLORD, LANDLORD'S elected officials, employees, officers, and agents, and TENANT, from claims arising from bodily injury, property damage, operations, premises and fire legal liability. Such insurance coverage shall have a combined single limit of not less than \$1,000,000.00. Coverage shall be provided in a form no more restrictive than the latest edition of the commercial general liability policy filed by the Insurance Services Office. TENANT'S insurance shall be primary and any other insurance maintained by the City shall be in excess of and shall not contribute with TENANT'S insurance.

(b) All insurance required by this Paragraph shall be with a company licensed to do business in the State of Florida, and be otherwise satisfactory to LANDLORD.

(c) TENANT agrees that LANDLORD shall have the right to periodically review the adequacy of the required insurance and amend the insurance requirements of this Paragraph. Factors which may be considered include, but are not limited to, changes in generally-accepted insurance industry standards and practices, changes in TENANT'S use of the premises, measurable changes in local and national economic indicators and changes in City policies and procedures.

(d) The insurance policies referred to above shall name LANDLORD as an additional insured and shall include provisions for at least thirty (30) days advance notice to LANDLORD by the insurer prior to any policy change, amendment, termination or expiration of coverage. TENANT shall direct its insurance agent to provide LANDLORD with a policy and certificates of insurance stating that the coverages as provided herein are in force prior to the commencement date of this Lease Agreement, and for each term of coverage thereafter.

(e) In the event that TENANT should fail for any reason to procure or maintain the above-referenced general commercial liability insurance coverage for the benefit of LANDLORD at the minimum amounts required herein, or at the written request of TENANT, LANDLORD, at LANDLORD'S sole discretion, may secure insurance coverage at TENANT'S expense, or may declare TENANT in default. TENANT shall reimburse LANDLORD for the cost of such insurance coverage secured by LANDLORD within thirty (30) days of TENANT'S receipt of an invoice from LANDLORD for such insurance coverage. TENANT shall be responsible for the payment of any applicable deductibles set out in the insurance policy secured by LANDLORD.

(f) TENANT is strongly encouraged to procure, pay for, and maintain, a renter's policy of insurance covering TENANT for potential losses to its personal property, effects, and business income.

12. USE OF LEASED PREMISES; RESTRICTIONS ON USE.

(a) TENANT shall use and occupy the Leased Premises for office use only. LANDLORD represents that the Leased Premises are suitable for office use and may lawfully be used for the stated purpose.

(b) TENANT expressly agrees for TENANT and TENANT'S successors and assigns, to prevent any use of the Leased Premises which would interfere with or adversely affect the operations or maintenance of the Marina and the South Complex Building, or otherwise constitute a public hazard.

(c) TENANT agrees to observe and obey all laws, ordinances, rules and regulations promulgated and enforced by LANDLORD and by any other proper authority having jurisdiction over the conduct of operations at the Marina, and all further revisions or amendments thereto. Further, TENANT agrees that TENANT shall not occupy or use or permit or suffer the Leased

Premises or any part thereof, to be occupied or used for any unlawful or illegal business or purpose, nor in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future laws, rules, requirements, orders, ordinances, regulations of the United States of America, or of the State, County, or City government, or their administrative boards or agencies.

13. CONSTRUCTION OF IMPROVEMENTS.

TENANT is prohibited from constructing any improvements or making structural changes to the Leased Premises without the express written permission of LANDLORD. Any improvements, if allowed, shall be made by an established general contractor properly licensed, insured, and authorized to work in the City of Vero Beach, and in compliance with any building permits required by the Indian River County Building Department.

14. RESPONSIBILITY FOR AND MAINTENANCE OF LEASED PREMISES.

(a) TENANT and LANDLORD both agree that the Leased Premises are leased in as-is condition and unfurnished.

(b) LANDLORD shall maintain the South Complex Building, and all structural attributes, including roofs, common areas, and all equipment located within the building, including, but not limited to, the air conditioning, machinery, plumbing, wiring, pipes, electrical fixtures, and all other equipment. LANDLORD shall maintain the grounds, landscaping and common parking areas on and adjacent to the Leased Premises.

(c) TENANT shall be responsible for all maintenance to the interior of the Leased Premises, reasonable wear and tear excepted. TENANT shall keep the Leased Premises clean, shall dispose properly of all debris and other waste matter which may accumulate in compliance with all applicable laws and regulations.

15. DEFAULT.

(a) **Default by TENANT in Payment of Rent.** Should TENANT fail to pay to LANDLORD any installment of rent when due, TENANT shall be deemed in default of the Lease Agreement and TENANT shall either cure such default or surrender possession of the Leased Premises to LANDLORD within three (3) days after written notice of the default is served on TENANT.

(b) **Defaults by TENANT Other than Rent.** Should TENANT fail to perform or comply with any of its obligations, covenants, conditions, agreements, or assurances, other than payment of rent, TENANT shall be deemed in default of the Lease Agreement and TENANT shall either cure such default or surrender possession of the Leased Premises to LANDLORD within fifteen (15) days after written notice of the default is served on TENANT.

(c) **Abandonment by TENANT.** Should TENANT abandon the Leased Premises, whether such abandonment is actually known to LANDLORD or presumed, TENANT shall be deemed in default of the Lease Agreement. Absent actual knowledge by LANDLORD of abandonment of the Leased Premises by TENANT, abandonment shall be presumed when: (a) TENANT has been absent from the Leased Premises for a period of thirty (30) consecutive days; and (b) TENANT has not notified LANDLORD in writing of the absence being intended; and (c) the rent is not current; and (d) ten (10) days have elapsed since service of a written notice on TENANT of the default and LANDLORD'S intent to retake possession.

(d) **Default by LANDLORD.** Should LANDLORD fail to perform or comply with any of its obligations, covenants, conditions, agreement, or assurances, LANDLORD shall either cure such default within fifteen (15) days after written notice of the default is served on LANDLORD, or TENANT may terminate the Lease Agreement. If TENANT chooses to terminate the Lease

Agreement under this provision, TENANT shall pay to LANDLORD all rent, fees, taxes and other amounts due through the date of termination.

(e) **LANDLORD'S Right of Possession on TENANT'S Default.** LANDLORD may retake possession of the Leased Premises without judicial action upon surrender or abandonment of the Leased Premises by TENANT. Should TENANT fail to cure a default under the Lease Agreement or in the alternative to surrender or abandon possession of the Leased Premises within the time provided, LANDLORD shall have the right to recover possession of the Leased Premises as provided by law in an action for possession. LANDLORD'S retaking of possession of the Leased Premises, whether by TENANT'S surrender or abandonment of the Leased Premises, or by judicial action, shall not be deemed a waiver of any of LANDLORD'S other claims, rights or remedies. If LANDLORD retakes possession of the Leased Premises, then: (i) the Lease Agreement shall be terminated, (ii) LANDLORD may, at its option, declare the entire amount of the rent accelerated so it shall be immediately due and payable, and (iii) the parties shall remain liable to each other for all liabilities arising prior to the date on which LANDLORD retook possession.

(f) **LANDLORD'S Remedies In Addition To Repossession.** Should TENANT fail to cure a default under the Lease Agreement pursuant to Paragraph 15(a), (b), or (c) above, in addition to recovery of possession of the Leased Premises as provided herein, LANDLORD shall have the right, at its sole option, to exercise one of the following remedies:

- (1) Terminate the Lease Agreement and recover from TENANT all rents, fees, taxes and other amounts due through the date of termination together with any and all loss, expense, or damage which LANDLORD may suffer by reason of such termination, whether for the costs of reletting or through an inability to relet the Leased Premises, or through a

decrease in rent, or any other reason, including, but not limited to, attorney's fees and costs, through trial and appeal.

(2) Terminate the Lease Agreement, declare the entire amount of the rent accelerated and to be due and payable immediately for the remainder of the full term of the Lease Agreement or the renewal term, in which event TENANT agrees to pay such sum at once, together with all arrearages, costs and expenses, including, but not limited to, attorney's fees and costs, through trial and appeal.

(3) Terminate the Lease Agreement, relet the premises for any term at such rent and on such terms as LANDLORD may choose during the remainder of TENANT'S term for the account of TENANT and recover from TENANT at the end of the term or at the time each payment of rent comes due under the Lease Agreement, whichever LANDLORD may choose, the difference between all the rent, costs and fees specified in the Lease Agreement and all the rent, costs and fees actually received from the reletting, together with any and all loss, expense, or damage which LANDLORD may suffer for the costs of reletting the Leased Premises or any other reason, together with all arrearages, costs and expenses, including, but not limited to, attorney fees and costs, through trial and appeal.

(g) No Waiver By Extension. Any extension of time to cure a default that may be granted to TENANT by LANDLORD after the aforementioned written notice is served shall not be deemed a waiver of LANDLORD'S right to retake possession without additional notice.

(h) Notices. The method for serving notices shall be as otherwise provided herein, or, if TENANT is absent from the Leased Premises or the address designated by TENANT for service of notices, by leaving a copy thereof at such place or by posting on the Leased Premises.

(i) **LANDLORD As Agent of TENANT.** Should TENANT fail to cure a default under the Lease Agreement pursuant to Paragraph 15(a), (b) or (c) above, LANDLORD may, as agent of TENANT, do whatever TENANT is obligated to do, other than payment of rents, by the provisions of the Lease Agreement, and may enter the Leased Premises in order to accomplish this purpose. TENANT hereby grants LANDLORD irrevocable authority and permission to enter the premises for this purpose and agrees to reimburse LANDLORD immediately upon written demand for any expense which LANDLORD may incur in affecting compliance with the Lease Agreement on behalf of TENANT, and the TENANT further agrees that the LANDLORD shall not be liable for any damages resulting to the TENANT from such action, whether caused by the negligence of LANDLORD or otherwise.

(j) In the event of any breach or threatened breach by TENANT of any of the terms, covenants, agreements, provisions or conditions in the Lease Agreement, LANDLORD shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as through reentry, summary proceedings, and other remedies not provided for in the Lease Agreement.

(k) Upon the termination of the Lease Agreement and the term created, or upon the termination of TENANT'S right of possession, whether by lapse of time or at the option of LANDLORD, TENANT will at once surrender possession of the Leased Premises to LANDLORD and remove all of its personal property (non-fixtures) from it. If possession is not immediately surrendered, LANDLORD may obtain possession of the Leased Premises as provided by law (Section 83.05, Florida Statutes, or as that provision may be amended).

(l) Should TENANT, at any time during the term of this Lease Agreement, suffer or permit an involuntary or voluntary petition in bankruptcy to be filed against it, or institute a proceeding under Chapters 7, 11, or 13 of the United States Bankruptcy Code, as they may be

amended, TENANT, and/or TENANT'S successor in interest, including but not limited to the trustee assuming or assigned the Lease Agreement, shall provide adequate protection and adequate assurances of future performance of the Lease Agreement as are required by the Bankruptcy Code, which will include but not be limited to the following:

- (1) All monetary and non-monetary defaults existing prior to the institution of the filing of the bankruptcy petition shall be cured within forty-five (45) days of service of written demand made upon TENANT by LANDLORD which will include all costs and attorney's fees expended by LANDLORD to the date of the curing of the default; and
- (2) An additional one (1) month of advance rental will be required as additional security of future performance which must be paid to LANDLORD within forty-five (45) days of the filing of the petition in bankruptcy; and
- (3) All obligations of TENANT must be performed in accordance with the terms of the Lease Agreement.

If at any time during the pendency of the bankruptcy proceeding, TENANT or its successor in interest fails to perform any of the monetary or non-monetary obligations required under the terms of the Lease Agreement, or fails to cure any pre-filing default, or fails to make the additional security deposit required under the adequate protection and adequate assurances of future performance clause above, TENANT and/or its successor in interest stipulates and agrees to allow LANDLORD total relief from the automatic stay under 11 U.S.C. 362 to enforce its rights under the Lease Agreement and under state law including, but not limited to, issuance and enforcement of a judgment for possession and writ of possession.

(m) General Provisions Relating to Default. Pursuit by LANDLORD of any of the foregoing remedies shall not preclude the pursuit of any of the other remedies herein provided or any other remedies provided by law. No act or thing done by LANDLORD or its agents during the term hereby granted shall be deemed an acceptance of a surrender of said Leased Premises, and no agreement to accept a surrender of said Leased Premises shall be valid unless the same be made in writing and subscribed by LANDLORD. The mention in the Lease Agreement of any particular remedy shall not preclude LANDLORD from any other remedy LANDLORD might have, either in law or in equity, nor shall the waiver of or redress for any violation of any covenant or condition in the Lease Agreement or any of the rules and regulations set forth herein, or hereafter adopted by LANDLORD, prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The acceptance by LANDLORD of any rent with knowledge of the breach of any covenant in the Lease Agreement, other than a breach by non-payment, shall not be deemed a waiver of such breach. Termination of the Lease Agreement by lapse of time or otherwise, prior to the ending thereof as agreed to by the parties, shall not affect LANDLORD'S right to collect rent for the period prior to the termination thereof.

16. SURRENDER AT END OF TERM. At the expiration or termination of the initial term or any renewal term of the Lease Agreement or earlier termination hereof, TENANT shall peaceably and quietly leave, surrender and deliver to LANDLORD the Leased Premises, together with any buildings, improvements, and fixtures, excluding any personal property of TENANT not affixed to the Leased Premises, broom clean, and in thorough repair, good order, and safe condition, reasonable wear and tear excepted. TENANT shall remove all of TENANT'S unaffixed personal property from the Leased Premises upon termination. If TENANT fails to remove TENANT'S unaffixed personal property within fifteen (15) days after the date of expiration or earlier termination, such property

shall be deemed to have been abandoned without notice to TENANT. LANDLORD may appropriate, sell, store, destroy, or otherwise dispose of any such abandoned property without notice to TENANT and without obligation to account therefor. Further, TENANT shall pay to LANDLORD the cost LANDLORD incurs in removing, selling, storing, destroying, and disposing of such abandoned property in excess of any value recovered for such abandoned property.

17. HOLDOVER TENANCY. If TENANT remains in possession of the Leased Premises after the Lease Agreement expires or terminates for any reason:

(a) TENANT will be deemed to be occupying the Leased Premises as a TENANT from month-to-month at the sufferance of LANDLORD. TENANT will be subject to all of the provisions of the Lease Agreement, except that, at LANDLORD'S discretion, the base rent will be at a monthly rate equal to twice the amount of a single monthly installment of fixed rent for the Leased Premises calculated at the then current rate in effect at the time of expiration or termination of the Lease Agreement; and

(b) TENANT shall reimburse LANDLORD for any additional damages which LANDLORD suffers by reason of TENANT'S continued occupancy; and

(c) TENANT shall indemnify LANDLORD from and against all claims made by any succeeding TENANT insofar as such delay is occasioned by TENANT'S failure to surrender the Leased Premises. For purposes of this Paragraph, "**Base Rent**" shall be that portion of the rent based on a square footage rate.

18. ACCORD AND SATISFACTION/WAIVER.

(a) If TENANT pays to LANDLORD an amount that is less than the full amount stipulated to be paid under the terms of the Lease Agreement, that payment shall be considered to be made only on account and applied to the stipulated amount due. No endorsement or statement on

any check or letter shall be deemed an accord and satisfaction. LANDLORD may accept any check or payment without prejudice to LANDLORD'S right to recover the balance due or to pursue any other available remedy.

(b) Any default in the payment of the fixed or additional rent or other charges, or any failure of LANDLORD to enforce the provisions of the Lease Agreement upon any default by TENANT, shall not be construed as creating a custom of deferring payment or as modifying in any way the terms of the Lease Agreement, or as a waiver of LANDLORD'S right to terminate the Lease Agreement as herein provided, or otherwise to enforce the provisions thereof for any subsequent default.

19. ENVIRONMENTAL PROVISIONS.

(a) LANDLORD agrees that TENANT shall have no liability for any pre-existing environmental contamination of the Leased Premises, provided that pre-existing environmental contamination was a pre-occupancy event as defined in Paragraph (h) of this Paragraph. LANDLORD shall be solely responsible for all costs and expenses including, but not limited to, remediation, fines, attorneys' fees through trial and appeal, that arise in any manner out of environmental contamination not caused by TENANT, TENANT'S officers, agents, employees, contractors, guests, customers, or invitees.

(b) TENANT shall be solely responsible for and indemnify LANDLORD for all costs and expenses including, but not limited to, remediation, fines, attorney's fees through trial and appeal, that arise in any manner out of environmental contamination caused during the lease term by TENANT, TENANT'S officers, agents, employees, contractors, guests, customers, or invitees.

(c) Except as properly permitted under federal, state and local laws, rules, and regulations, TENANT shall not conduct, permit, nor authorize, any other person or entity to engage

in the generation, storage, treatment, or disposal of any hazardous materials (as defined under federal, state, and local environmental laws), on or in any location that might adversely affect or contaminate the Leased Premises. This Paragraph © shall not apply to properly permitted storage, if any, allowed under the terms of the Lease Agreement.

(d) TENANT shall store, utilize, and dispose of all industrial, domestic, hazardous, and solid wastes permitted under the terms of the Lease Agreement in accordance with applicable federal, state, and local laws, rules, and regulations.

(e) TENANT shall immediately provide LANDLORD verbal notice of any spill or release of hazardous materials at or from the Leased Premises. TENANT shall promptly confirm the verbal notice to LANDLORD in writing providing the details of such spill or release and the remediation taken by TENANT.

(f) If TENANT is responsible for environmental contamination under Paragraph 18(b), then TENANT hereby agrees, at its expense, to immediately (1) remove hazardous materials from the Leased Premises; (2) comply with any and all orders or directives of any federal, state, or local agency or department relative thereof; and (3) return the Leased Premises to its pre-existing condition without any diminution in the value thereof.

(g) If LANDLORD is responsible for environmental contamination under Paragraph 18(a), then LANDLORD hereby agrees, at its expense, to immediately (1) remove hazardous materials from the Leased Premises; (2) comply with any and all orders or directives of any federal, state, or local agency or department relative thereof; and (3) return the Leased Premises to its pre-existing condition without any diminution in the value thereof.

(h) As used herein, “**pre-occupancy event**” shall mean any condition, occurrence, or event, including, but not limited to, a spill, the storage, disposal, or use of a hazardous material or

waste as defined by federal, state or local law, ordinance, rule or regulation, occurring prior to the commencement date of the Lease Agreement and not caused by TENANT, whether originating on or off of the Leased Premises, whether known or unknown at the time of the commencement date of the Lease Agreement, and whether or not any contamination is determined to be ongoing or continuous.

(i) Each party's responsibilities, obligations, and liabilities pursuant to this Paragraph 19 of the Lease Agreement shall survive the expiration or early termination of the Lease Agreement or any renewal term.

(j) Nothing in the Lease Agreement shall be deemed to be a waiver of LANDLORD'S right to take action against responsible parties for remediation of, or payment for, environmental contamination on the Leased Premises, nor be deemed to be an assumption by LANDLORD of the responsibility for such remediation or payment, except as may be imposed on LANDLORD as a matter of law.

(k) Nothing in the Lease Agreement shall be deemed to be a waiver of TENANT'S right to take action against responsible parties for remediation of, or payment for, environmental contamination on the Leased Premises, nor be deemed to be an assumption by TENANT of the responsibility for such remediation or payment, except as may be imposed on TENANT as a matter of law.

20. PAYMENT AND PERFORMANCE BONDS.

(a) TENANT shall cause TENANT'S contractor to obtain and provide a payment and performance bond, in the form approved by LANDLORD, for construction of any improvements on or to the Leased Premises for which the cost of completion will exceed \$10,000.00. Such bond shall be payable in an amount equal to One Hundred Twenty-Five Percent (125%) of the estimated cost to complete the improvements and shall be underwritten by a surety acceptable to LANDLORD and

authorized to do business in the State of Florida. TENANT'S contractor may substitute for a bond, a payment and performance irrevocable letter of credit, in the form approved by LANDLORD, from a bank authorized to do business in the State of Florida, and with an office located in Indian River County, Florida where such letter of credit may be drawn upon. All such bonds and letters of credit shall inure to the benefit of LANDLORD and TENANT and all other persons, companies and corporations entitled to make a claim for payment against the bond or letter of credit pursuant to the applicable provisions of Florida law. Such bond or letter of credit shall remain in effect through completion of the improvements and all guarantee and warranty periods. No improvements on or to the Leased Premises shall commence before the required bond or letter of credit is received and approved by LANDLORD.

(b) TENANT shall cause TENANT'S contractor to provide a contractor's final affidavit upon completion of the improvements, certifying to LANDLORD and TENANT that full payment was made to all subcontractors, materialmen, leasing companies, and any other person, company, or corporation providing goods, materials or services for the improvements.

21. NOTICES.

(a) Any notice required or permitted to be given hereunder shall be in writing and deemed to have been duly given: (i) upon delivery (personally, by courier service, or other messenger) to the address of the appropriate party; or (ii) upon receipt as evidenced by the appropriate form of the United States Postal Service after mailing by United States registered or certified mail, return receipt requested, postage prepaid to such address; or (iii) upon mailing if such registered or certified mail is refused by the recipient or returned unclaimed to the sender.

(b) LANDLORD designates the Marina Director as its official representative with the full power to represent LANDLORD in all dealings with TENANT in connection with the Leased

Premises and in administration of the Lease Agreement. LANDLORD may designate different or additional representatives from time to time by written notice to TENANT as provided herein. All notices shall be given to LANDLORD at the address set forth below or at such other address as specified by written notice delivered to TENANT as provided herein.

Original: City of Vero Beach
Marina Director's Office
P.O. Box 1389
Vero Beach, FL 32961-1389

Copy: Charles P. Vitunac, Esq.
City Attorney
P. O. Box 1389
1053 20th Place
Vero Beach, FL 32961-1389

All notices shall be given to TENANT at the following address:

TENANT: Larry E. Leach
Vero Beach Yacht Sales, Inc.
9400 U.S. Highway 1, #302
Sebastian, FL 32958

or such other address as specified by written notice by TENANT, delivered to LANDLORD as provided herein.

22. REAL ESTATE COMMISSION. LANDLORD and TENANT each covenant and warrant to the other that they have not authorized any person, firm, or corporation as a real estate agent or broker to deal on behalf of such party with respect to the Lease. TENANT agrees to indemnify and hold harmless LANDLORD from any claim for remuneration, commissions or broker's fees arising out of this transaction and Lease.

23. ENTRY OF LANDLORD. LANDLORD may enter the Leased Premises during all reasonable hours and at LANDLORD'S expense, for any legal purpose, including, but not limited to:

- (a) To inspect or protect the Leased Premises;
- (b) To perform the required maintenance of the Leased Premises described herein;

(c) To determine whether TENANT is complying with the terms of the Lease Agreement, applicable laws, orders, or regulations of any lawful authority having jurisdiction over the Leased Premises or any business conducted therein; or

(d) To exhibit the Leased Premises to any prospective TENANT when TENANT is in default of the Lease Agreement or has notified LANDLORD of intention to terminate the Lease Agreement or during the last six (6) months of the term of the Lease.

(e) No authorized entry by LANDLORD shall constitute an eviction of TENANT or deprivation of TENANT'S rights under the Lease; nor shall such entry alter LANDLORD'S obligations hereunder or create any right in LANDLORD adverse to TENANT'S interest hereunder. LANDLORD'S entry under this Paragraph shall not to the extent possible unduly interfere with TENANT'S business operations.

24. CONSTRUCTION.

(a) The Lease Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(b) The Lease Agreement shall be subordinate and subject to the provisions of any existing or future contract between LANDLORD and the State of Florida or LANDLORD and the United States, relative to the development, operation, or maintenance of the Marina Building, the execution of which has been or may be required as a condition precedent to the expenditure of State or Federal funds for the development, operation, or maintenance of the Vero Beach City Marina.

(c) If any part of the Lease Agreement is found invalid or unenforceable by any court or any branch of the federal government having jurisdiction over the operation of the Vero Beach City Marina, including, but not limited to, the Florida Department of Environmental Protection or the U.S. Army Corps of Engineers, such invalidity or unenforceability shall not affect the other parts of

the Lease Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effectuated. To that end, the separate provisions of the Lease Agreement are declared severable.

(d) If any branch of the state or federal government having jurisdiction over the operation of the Vero Beach City Marina, including, but not limited to, the Florida Department of Environmental Protection or the U.S. Army Corps of Engineers, deems any lease provision to be in non-compliance, the parties agree to delete, insert, or modify to the extent necessary any such provision to bring the Lease Agreement into compliance.

(e) If changes to the Lease Agreement pursuant to (b), (c), or (d) of this Paragraph have a materially adverse affect upon TENANT'S use of the Leased Premises for the purposes allowed herein, TENANT may terminate this Lease Agreement with sixty (60) days written notice to LANDLORD.

25. MEDIATION; LITIGATION. In the event of any disagreement or conflict arising out of or in any way connected with the Lease Agreement or use of the Leased Premises, and such disagreement or conflict cannot be resolved by the signatories hereto, the signatories may submit such disagreement to non-binding mediation prior to commencing any litigation or other dispute resolution procedure. The costs associated with any such mediation shall be equally shared. Each party shall be responsible for the payment of its own attorney's fees in connection therewith. LANDLORD and TENANT expressly agree that in the event suit or any other legal action arising out of or in any way connected with the Lease Agreement or use of the Leased Premises is initiated:

(a) Venue shall be in Indian River County, Florida.

(b) Trial by jury is hereby waived, on any matter whatsoever, including, without limitation, any claim for injury or damage.

(c) The prevailing party shall be awarded their costs and all reasonable attorney's fees incurred through trial and appeal.

(d) In the event any distress for rent action is brought by LANDLORD against TENANT, TENANT expressly waives all constitutional, statutory or common law requirements for a bond by LANDLORD, including the requirements of Section 83.12, Florida Statutes, or as that provision may be amended. TENANT specifically agrees that no bond shall be required of the LANDLORD in any action.

(e) In any eviction action initiated by LANDLORD, Section 83.232, Florida Statutes, or as that provision may be amended, shall apply.

(f) In any action or proceeding commenced by LANDLORD to recover possession of the Leased Premises, the parties stipulate that any counterclaim brought by TENANT shall be severed and tried separately from the action for eviction pursuant to Florida Rule of Civil Procedure 1.270(b) and other applicable law. The eviction action shall proceed pursuant to the summary procedure set forth in Chapter 51, Florida Statutes, or as that provision may be amended.

(g) TENANT shall utilize its best efforts to participate to the extent deemed necessary and directed by LANDLORD in the defense of any lawsuit brought by any person or entity challenging the validity of the Lease Agreement between the parties, the circumstances under which it was entered into, or any other such causes of action relating to the power of the parties to enter into the Lease Agreement or the procedures utilized by the parties for leasing the Leased Premises.

26. MISCELLANEOUS PROVISIONS.

(a) Notwithstanding anything herein contained that may be or appear to be to the contrary, it is expressly understood and agreed that the rights granted to TENANT under the Lease Agreement are non-exclusive and LANDLORD herein reserves the right to grant similar privileges

to another TENANT or Tenants on other parts of the Marina. This provision shall in no way diminish TENANT'S right to exclusive use of the Leased Premises for the approved use as stated in Paragraph 12(a) of this Lease Agreement.

(b) TENANT assures LANDLORD that it will undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in or receiving the services or benefits of any program or activity covered by subpart. TENANT assures LANDLORD that it will require that its covered suborganizations provide assurances to LANDLORD that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 Code of Federal Regulations, Part 152, Subpart E, to the same effect.

(c) TENANT expressly agrees for TENANT and TENANT'S successors and assigns, that no person, on the grounds of race, color, national origin or sex, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; that TENANT and TENANT'S successors and assigns shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title IV of the Civil Rights Act of 1964, and as such regulations may be amended; that in the event of breach of any of the above nondiscrimination covenants, LANDLORD shall have the right to terminate the Lease Agreement

and to retake possession pursuant to law. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, and Part 21 are followed and completed, including exercise or expiration of appeal rights.

(d) If TENANT is a corporation, partnership, or limited liability company, TENANT'S status shall continuously be in good standing, active, and current with the state of its incorporation or registration and the State of Florida, and TENANT shall keep its status active and current throughout the term of the Lease Agreement and renewal. Failure of TENANT to keep its status active and current shall constitute a default.

(e) LANDLORD reserves the right to develop, improve, repair, and alter the Marina and all roadways, parking areas, and associated facilities as it may deem appropriate. Such improvements, repairs, and alterations shall not prevent ingress or egress to the Leased Premises by TENANT or TENANT'S staff and clients.

(f) Any construction, reconstruction, remodeling, installation of improvements, or other work done to the Leased Premises by TENANT shall be performed in compliance with the requirements of the Americans with Disabilities Act ("ADA"), at TENANT'S expense. In the event that a regulatory agency, private party, organization, or any other person or entity makes a claim under the ADA against either (or both) parties, the party whose breach (or alleged breach) of responsibility under this Lease Agreement gave rise to the claim shall, in good faith and at that party's sole cost, promptly take whatever actions are necessary to bring the Leased Premises into compliance with ADA requirements. That party shall defend, save, and hold harmless the other party from any and all expenses incurred in responding to such a claim, including without limitation the fees of attorneys and other advisors, court costs, and costs incurred for bringing the Leased Premises into compliance.

(g) The captions and paragraphs or letters appearing in this Lease Agreement are inserted only as a matter of convenience and in no way affect, define, limit, construe, or describe the scope or intent of the sections or articles of this Lease Agreement.

(h) This Lease Agreement and all related attachments, agreements between LANDLORD and the Florida Department of Environmental Protection or the U.S. Army Corps of Engineers, resolutions, and ordinances approved by the City of Vero Beach, set forth all the promises, agreements, conditions, and understandings between LANDLORD and TENANT relative to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease Agreement will be binding on LANDLORD or TENANT unless in writing and signed by them and made a part of this Lease Agreement by direct reference.

(i) The terms of this Lease Agreement shall be binding on the respective successors, representatives, and assigns of the parties.

(j) This Lease Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all which together will constitute one and the same instrument.

(k) Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(l) The parties hereto acknowledge that they were given the opportunity to have their legal counsel review this Lease Agreement and Attachment "A," and that the Lease Agreement and

Attachment "A" shall be construed neither against, nor in favor of, any party hereto, but rather in accordance with the fair meaning thereof.

(The remainder of this page is left blank intentionally.)

IN WITNESS WHEREOF, we LANDLORD and TENANT, have hereunto affixed our hands and seals.

LANDLORD – CITY OF VERO BEACH
(This section to be completed by LANDLORD only)

ATTEST:

LANDLORD:

Sign: _____
Print: Tammy K. Vock
Title: City Clerk

Sign: _____
Print: Kevin Sawnick
Title: Mayor

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____, by Kevin Sawnick, as Mayor, and attested by Tammy K. Vock, as City Clerk of the City of Vero Beach, Florida. They are both known to me and did not take an oath.

NOTARY PUBLIC:

Sign: _____
Print: _____
State of Florida at Large [SEAL]
Commission No. _____
My Commission Expires: _____

TENANT – VERO BEACH YACHT SALES, INC., a Florida corporation
(This section to be completed by TENANT only)

WITNESSED BY:

**TENANT (VERO BEACH YACHT SALES,
INC., a Florida corporation)**

Sign: Joseph Malfait
Print: JOSEPH MALFAIT

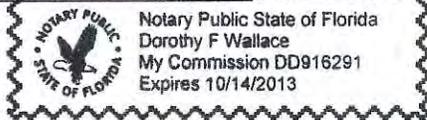
Sign: [Signature]
Print: Larry E. Leach
Title: President and Secretary

Sign: Lisa Ross
Print: Lisa Ross

[AFFIX CORPORATE SEAL HERE]

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 8th day of February, 2010, by Larry E. Leach, as President and Secretary, on behalf of VERO BEACH YACHT SALES, INC., a Florida corporation. He is personally known to me or produced his driver's license as identification and did/did not take an oath.



NOTARY PUBLIC:

Sign: Dorothy F Wallace
Print: Dorothy F. WALLACE
State of Florida at Large [SEAL]
Commission No. DD916291
My Commission Expires: 10/14/13

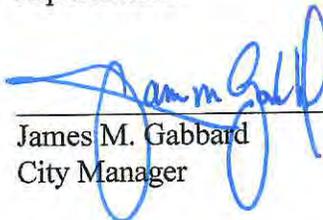
CITY MANAGEMENT
(This section to be completed by City Management Staff only)

Approved as to form and legal
sufficiency:



Charles P. Vitunac
City Attorney

Approved as conforming to municipal
requirements:



James M. Gabbard
City Manager

Approved as to technical
requirements:

Timothy E. Grabenbauer
Marina Director

EXHIBIT "A"
LEASE OF CITY PROPERTY
VERO BEACH MUNICIPAL MARINA/BOAT STORAGE BUILDING
PORTION OF LOTS 22 AND 23, VEROMAR, PLAT 1
Parcel #32-40-31-00007-0010-00022.0

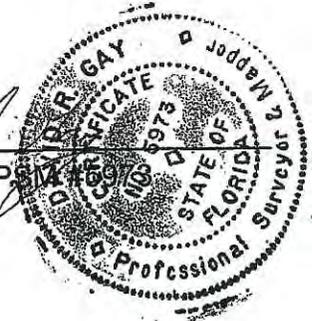
Situated in the State of Florida, County of Indian River, City of Vero Beach, and being a part of Veromar, Plat 1, as recorded in Plat Book 1, Page 88 of the Public Records of Indian River County, Florida and being more particularly bounded and described as follows:

The South 12.8 feet of the North 18.8 feet of the East 39.2 feet of the interior of the Vero Beach Municipal Marina Boat Storage Building located on Lots 22 and 23, Veromar, Plat 1;

Containing 500 square feet more or less.



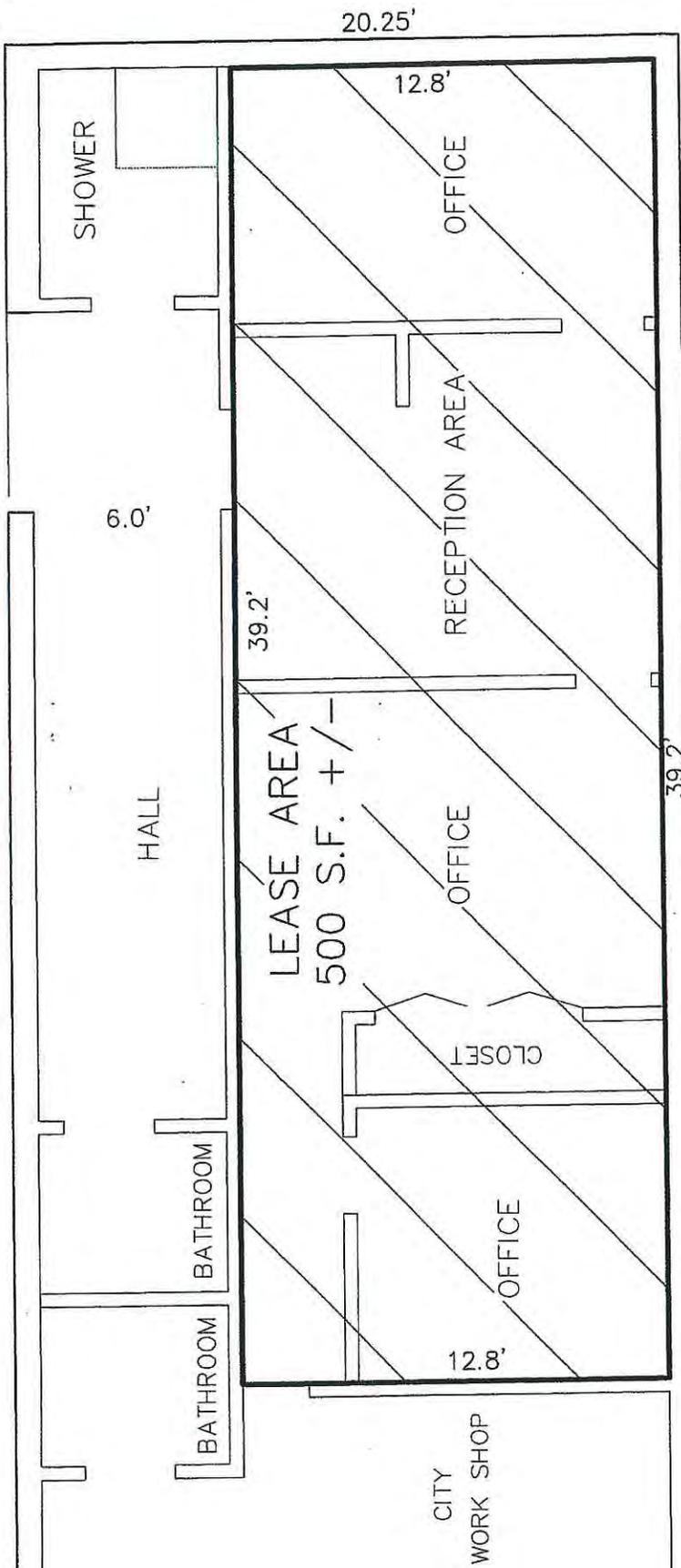
David R. Gay, PS 12469



S:\Property Descriptions\2010\2010-01_VB Marina_Boat Storage Bldg_Jan 8 2010.doc

VERO BEACH YACHT CLUB

SCALE 1" = 5'



CITY OF VERO BEACH
 BOAT STORAGE BUILDING
 3599 RIO VISTA BLVD
 32-40-31-00007-0010-00022.0

9.41'

DAVID GAY, P.E.
 CIVIL ENGINEER
 STATE OF FLORIDA
 LICENSE NO. 15972
 REV. NO. 01/2010

CITY OF VERO BEACH		EXHIBIT "A"	
DEPARTMENT OF PUBLIC WORKS		CITY PROJECT NO. 2010-01	DATE 01/2010
SURVEY DIVISION		DRWN BY DG	CHKD BY MKF
SKETCH OF PROPERTY DESCRIPTION			
LEASE OF CITY PROPERTY			
MARINA/ BOAT STORAGE BUILDING			

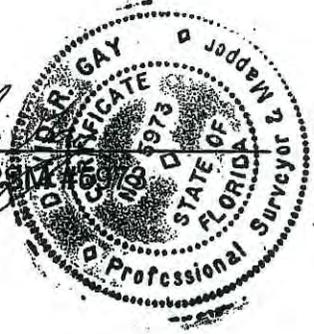
THIS SKETCH IS NOT A SURVEY

EXHIBIT "A"
LEASE OF CITY PROPERTY
VERO BEACH MUNICIPAL MARINA/BOAT STORAGE BUILDING
PORTION OF LOTS 22 AND 23, VEROMAR, PLAT 1
Parcel #32-40-31-00007-0010-00022.0

Situated in the State of Florida, County of Indian River, City of Vero Beach, and being a part of Veromar, Plat 1, as recorded in Plat Book 1, Page 88 of the Public Records of Indian River County, Florida and being more particularly bounded and described as follows:

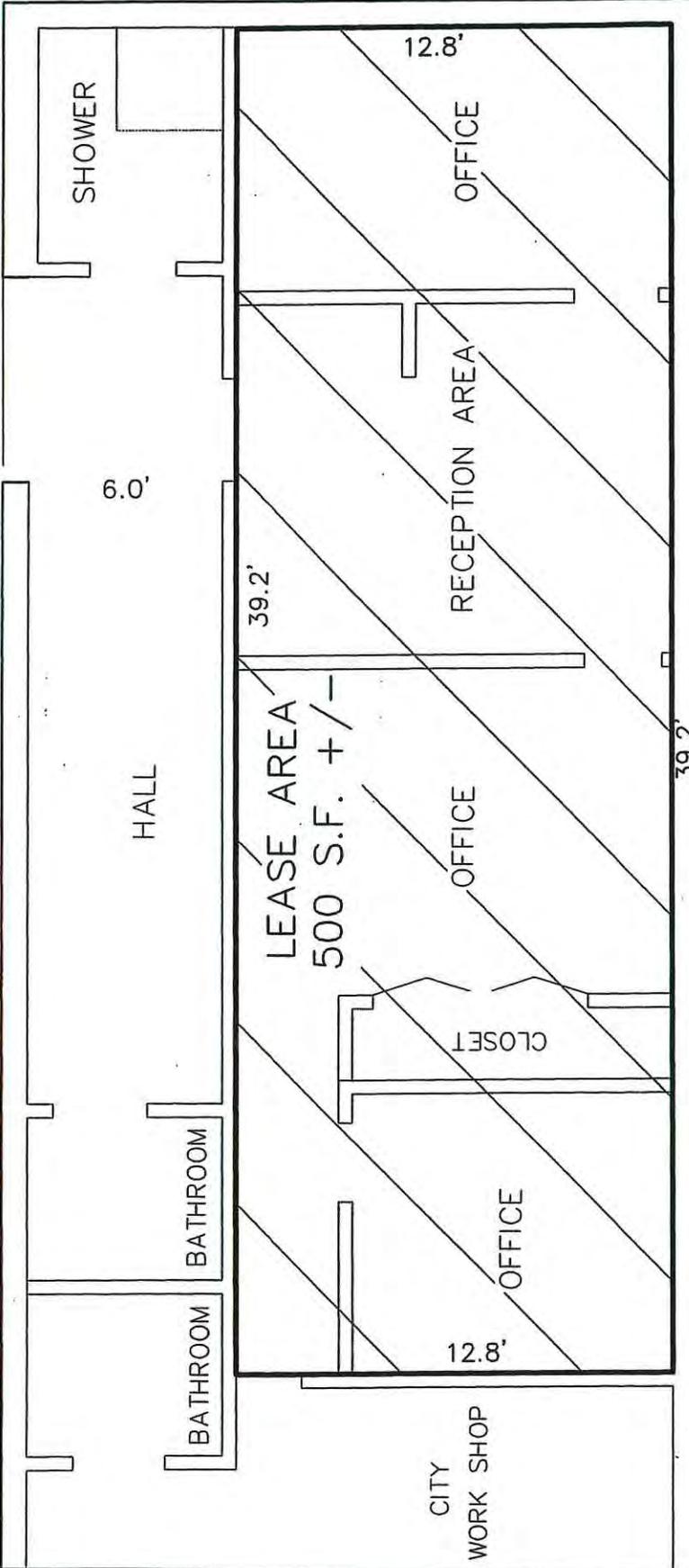
The South 12.8 feet of the North 18.8 feet of the East 39.2 feet of the interior of the Vero Beach Municipal Marina Boat Storage Building located on Lots 22 and 23, Veromar, Plat 1;

Containing 500 square feet more or less.


David R. Gay, PSM #5973


VERO BEACH YACHT CLUB

SCALE 1" = 5'



9.41'

DAVID GAY, P.E.
 STATE OF FLORIDA
 PROFESSIONAL SURVEYOR & MAPPING ENGINEER
 NO. 6979
 EXP. DATE 12/31/2010

CITY OF VERO BEACH
 BOAT STORAGE BUILDING
 3599 RIO VISTA BLVD
 32-40-31-00007-0010-00022.0

THIS SKETCH IS NOT A SURVEY

CITY OF VERO BEACH
 DEPARTMENT OF PUBLIC WORKS
 SURVEY DIVISION

EXHIBIT "A"		REV. NO.	DATE
CITY PROJECT NO.	2010-01	DRWN. BY	
DATE	01/2010	CHKD BY	DG
SKETCH OF PROPERTY DESCRIPTION		DESCRIPTION	
LEASE OF CITY PROPERTY		2010-01	
MARINA/ BOAT STORAGE BUILDING		MKF	

COUNCIL AGENDA REPORT
MEETING FEBRUARY 16, 2010

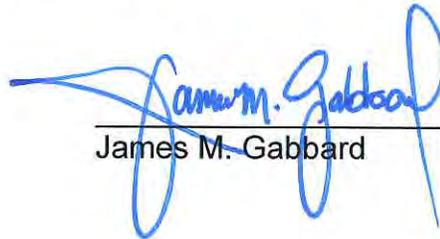
TO: The Honorable Mayor and Members of the City Council

FROM: James M. Gabbard, City Manager

DATE: February 9, 2010

SUBJECT: MONTHLY CAPITAL PROJECTS' STATUS REPORTS

The Monthly Capital Projects' Status Reports are prepared and presented to Council at the second meeting of each month for all capital construction projects over \$100,000. They are for review and discussion, if so desired.



James M. Gabbard

:jav
Attachments

xc: Rob Bolton
Monte Falls
Jackie Mitts
Carol Shoaf

N:\Agenda\MONTHLY.RPT\report.cc.doc

SR A1A LANDSCAPE IMPROVEMENTS FROM TULIP LANE TO PAINTED BUNTING LANE

Prepared By:
CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS
Contractor: H&D Construction Co., Inc.

PROJECT NO. 2002-12

For Period: 6/29/09 through 2/05/10

NOTES:

Roadway shoulder reconstruction is complete.

Median curbs have been installed.

Brick paver installation complete.

Approval from FDOT was obtained for all requested changes.

Installation of irrigation system is complete.

Installation of landscape materials is ongoing. Availability of some items has been problematic.

Shoulder curb modificatio is complete.

*Contract time was temporarily stopped while waiting for FDOT approval of requested modifications.

THE FOLLOWING IS A SUMMARY OF COSTS TO DATE:		THE FOLLOWING IS SUMMARY OF PROGRESS TO DATE:	
ORIGINAL CONTRACT AMOUNT	\$254,609.87	CONTRACT DATE:	06/15/09
CHANGE ORDERS TO DATE (TOTAL)	\$0.00	NOTICE TO PROCEED:	06/29/09
ADJUSTED CONTRACT AMOUNT TO DATE	\$254,609.87	TIME OF COMPLETION	90 Days
TOTAL COST OF WORK PERFORMED TO DATE	\$226,208.90	CONTRACT DAY:	
% OF WORK COMPLETE	88.85%	% OF CONTRACT TIME COMPLETE:	0.00%



27-Jan-10
Curb modification for bike lane safety



05-Feb-10
Newly installed landscaping

Bay Drive and River Drive Bridge Replacements

Prepared By:
CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS
Contractor: Misener Marine Construction, Inc.

PROJECT NO. 2005-24

For Period: 11/24/09 through 2/05/10

NOTES:

Demolition of the north half of the Bay Drive bridge is complete.

New pilings for the north half of the Bay Drive bridge have been installed.

Pile cap for the west and east end bents is complete on Bay Drive

Demolition of the east half of the River Drive bridge is complete.

Piling for the SE River Drive end bent is complete.

THE FOLLOWING IS A SUMMARY OF COSTS TO DATE:		THE FOLLOWING IS SUMMARY OF PROGRESS TO DATE:	
ORIGINAL CONTRACT AMOUNT	\$1,699,671.30	CONTRACT DATE:	09/18/09
CHANGE ORDERS TO DATE (TOTAL)		NOTICE TO PROCEED:	11/24/09
ADJUSTED CONTRACT AMOUNT TO DATE	\$1,699,671.30	TIME OF COMPLETION	90 Days
TOTAL COST OF WORK PERFORMED TO DATE	\$364,377.60	CONTRACT DAY:	58
% OF WORK COMPLETE	21.44%	% OF CONTRACT TIME COMPLETE:	48.33%



20-Jan-10
End bent construction on Bay Drive



22-Jan-10
River Drive demolition on eastern half

Humiston Park Stormwater System Improvements

Prepared By:

PROJECT NO. 2008-08

CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS

Contractor: Sunshine Land Design, Inc.

For Period: 1/04/10 through 2/05/10

NOTES:

Contractor has submitted shop drawings for approval.

Gravity outfall pipe has been grouted for abandonment.

Beach outfall has been 80% demolished and removed.

Pump station is 10% complete.

THE FOLLOWING IS A SUMMARY OF COSTS TO DATE:		THE FOLLOWING IS SUMMARY OF PROGRESS TO DATE:	
ORIGINAL CONTRACT AMOUNT	\$310,144.49	CONTRACT DATE:	12/18/09
CHANGE ORDERS TO DATE (TOTAL)		NOTICE TO PROCEED:	01/04/10
ADJUSTED CONTRACT AMOUNT TO DATE	\$310,144.49	TIME OF COMPLETION	45 Days
TOTAL COST OF WORK PERFORMED TO DATE	\$22,762.88	CONTRACT DAY:	32
% OF WORK COMPLETE	7.34%	% OF CONTRACT TIME COMPLETE:	26.67%



02-Feb-10
Pressure grouting existing pipe



02-Feb-10
New pilings staged for outfall cradle

18TH STREET PAVING, DRAINAGE & SIDEWALK IMPROVEMENTS COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

Prepared By:

PROJECT NO. 2004-11

CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS

Contractor: SPS Contracting., Inc.

For Period: 6/29/09 through 2/05/10

NOTES:

Change Order 1 - Water main construction is complete and FDEP approval has been received. New water meter set.

Change Order 2 - Removal of abandoned 8" force main; and Change Order 3 - Replacement of a small section of sanitary sewer line are complete.

Sidewalk is complete on 18th Street from 20th Avenue to 27th Avenue.

Drainage system installation is complete.

Paving is complete. Contractor has completed all punch list items.

Change order No. 4 for sidewalk on 25th Avenue from 18th Street to 19th Street is complete.

Change Order No. 5 for sidewalk on 19th Street from 27th Avenue to 23rd Avenue is in progress. Construction to start week of 2/12/2010

THE FOLLOWING IS A SUMMARY OF COSTS TO DATE:		THE FOLLOWING IS SUMMARY OF PROGRESS TO DATE:	
ORIGINAL CONTRACT AMOUNT	\$411,057.25	CONTRACT DATE:	07/02/09
CHANGE ORDERS TO DATE (TOTAL)	\$133,609.25	NOTICE TO PROCEED:	07/13/09
ADJUSTED CONTRACT AMOUNT TO DATE	\$544,666.50	TIME OF COMPLETION	120 Days
TOTAL COST OF WORK PERFORMED TO DATE	\$559,135.20	CONTRACT DAY:	208
% OF WORK COMPLETE	102.66%	% OF CONTRACT TIME COMPLETE:	173.33%



01-Feb-10
20th Court view from 18th Street



01-Feb-10
18th Street view looking west from 21st Avenue

**Florida Department of Transportation
Indian River Boulevard & Royal Palms Intersection**

Prepared By:
CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS
Contractor: Community Asphalt Corp.

FDOT Project No. 403596-2-52.01
For Period: 1/04/10 through 2/05/10

NOTES:

This is an FDOT project and the information provided herein is intended specifically for the information of the City Council.

The contractor is mobilizing equipment, adjusting pavement markings, placing barrier wall, installing erosion control devices and locating utilities.

Scheduled completion date is July 6, 2010

THE FOLLOWING IS A SUMMARY OF COSTS TO DATE:		THE FOLLOWING IS SUMMARY OF PROGRESS TO DATE:	
ORIGINAL CONTRACT AMOUNT	\$834,374.68	CONTRACT DATE:	09/10/09
CHANGE ORDERS TO DATE (TOTAL)		NOTICE TO PROCEED:	02/01/10
ADJUSTED CONTRACT AMOUNT TO DATE	\$834,374.68	TIME OF COMPLETION	156 Days
TOTAL COST OF WORK PERFORMED TO DATE		CONTRACT DAY:	5
% OF WORK COMPLETE	0.00%	% OF CONTRACT TIME COMPLETE:	4.17%



Existing condition looking west from Indian River Blvd.



Existing condition looking east from island in front of First Presbyterian Church

STORAGE RESERVOIR AND INJECTION WELL PUMP STATION

STATUS REPORT AS OF 2/1/10
CITY OF VERO BEACH WATER AND SEWER DEPARTMENT

Prepared By: Jerry A. Gilbert, P.E.
 Consultant: Arcadis, Inc.
 Contract Date: 30-Sep-2009
 Notice to Proceed Date: 13-Oct-2009
 Time of Completion: 395 Calendar Days
 Scheduled Completion Date: 12-Nov-2010

PROJECT NO: 280-09/JV
 FOR PERIOD: 1/1/10 - 2/1/10

Director's Signature 

PROJECT DESCRIPTION:

The Work to be performed under this Contract includes the furnishing of all labor, materials, equipment, services and incidentals for the construction, startup and testing of a three million gallon pre-stressed concrete storage reservoir, injection well pump station and related appurtenances.

THE FOLLOWING IS A SUMMARY OF PROGRESS AND COSTS TO DATE:

DIVISION			
CONTRACTOR	Florida Design Contractors, Inc.		
ORIGINAL CONTRACT AMOUNT	\$2,694,375.00		
CHANGE ORDERS TO DATE (TOTAL)	\$763,461.00		
ADJUSTED CONTRACT AMOUNT TO DATE	\$3,457,836.00		
TOTAL COST OF WORK PERFORMED TO DATE	\$671,570.00		
% OF WORK PAID	19.42%		
TOTAL WORK COMP.	\$638,761.67		



Above left, is the 3 million gallon water tank under construction. The dome is in place, and cable is being wrapped around the walls to pre-stress them. The dark area on the left side of the tank is where the walls are being wet down prior to the placing of shotcrete on the surface. The shotcrete surface will protect the cables from rusting. A number of layers of pre-stressing cable and shotcrete will be placed, to provide the necessary design. Above right, the pumping station is also under construction, with piping being placed prior to installation of the floor

WATER TREATMENT MAINTENANCE BUILDING AND FIELD SERVICES COMPLEX

STATUS REPORT AS OF 2/1/10
CITY OF VERO BEACH DEPARTMENT OF WATER AND SEWER

Prepared By:	Jerry A. Gilbert, P.E.	PROJECT NO:	150-09/JV
Consultant:	Edlund, Dritenbas, Binkley Architects	FOR PERIOD:	1/10/10 - 2/1/10
Contract Date:	08/19/09		
Notice to Proceed Date:	12/04/09		
Time of Completion:	300 Calendar Days		
Scheduled Completion Date:	09/30/10		

Director's Signature

PROJECT DESCRIPTION:

The Work to be performed under this Contract includes the furnishing of all labor, materials, equipment, services and incidentals for the construction of a Water Treatment Maintenance Building and Field Services Complex for the City of Vero Beach, Florida.

THE FOLLOWING IS A SUMMARY OF PROGRESS AND COSTS TO DATE:

DIVISION			
CONTRACTOR	Summit Construction Management, Inc.		
ORIGINAL CONTRACT AMOUNT	\$1,924,000.00		
CHANGE ORDERS TO DATE (TOTAL)	\$122,292.55		
ADJUSTED CONTRACT AMOUNT TO DATE	\$2,046,292.55		
TOTAL COST OF WORK PERFORMED TO DATE	\$192,000.00		
% OF WORK PAID	9.38%		
TOTAL WORK COMP.	\$172,800.00		



Above left, the maintenance building slab and steel structure has been installed. Above right, the field services building slab is being prepared for placement of rebar and concrete.

FORCE MAIN FROM WWTP TO WTP, & REUSE WATER MAIN FROM RPP TO COUNTRY CLUB DRIVE

STATUS REPORT AS OF 2/1/10
CITY OF VERO BEACH DEPARTMENT OF WATER AND SEWER

Prepared By: Jerry A. Gilbert, P.E.
 Consultant: Morgan & Associates
 Contract Date: 11-Dec-09
 Notice to Proceed Date: 19-Jan-10
 Time of Completion: 270 Days
 Scheduled Completion Date: 15-Oct-10

PROJECT NO: 1483
 FOR PERIOD: 1-19-10 - 2-1-10

Director's Signature



PROJECT DESCRIPTION:

The Work to be performed under this Contract includes the furnishing of all labor, materials, equipment, services and incidentals for the construction, startup and testing of a 24" PVC force main from the WWTP to the WTP, a 24" PVC Reuse main from Royal Palm Point to Country Club Drive and replacement of water lines that serve Vero Isles and Tarpon Drive .

THE FOLLOWING IS A SUMMARY OF PROGRESS AND COSTS TO DATE:

DIVISION			
CONTRACTOR		S.P.S. Contracting, Inc.	
ORIGINAL CONTRACT AMOUNT		\$2,396,841.58	
CHANGE ORDERS TO DATE (TOTAL)		\$0.00	
ADJUSTED CONTRACT AMOUNT TO DATE		\$2,396,841.58	
TOTAL COST OF WORK PERFORMED TO DATE		\$0.00	
% OF WORK PAID		0.00%	
TOTAL WORK COMP.		0.00%	



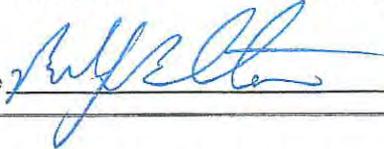
Force main construction began at the wastewater treatment plant on January 22, 2010. The proposed pathway leads through the treatment plant, then under the 17th Street Causeway, through the power plant and out to Indian River Blvd. The contractor has been proceeding very cautiously because of all the existing utility lines. Above right, is a conflict with existing drainage lines at the Power Plant. Above left, is work under the 17th Street Causeway. A second pipe crew has been working in the Indian River Blvd. right-of-way between the power plant and Vero Isles.

WATER TREATMENT PLANT INJECTION WELL SYSTEM

STATUS REPORT AS OF 2/1/10
CITY OF VERO BEACH DEPARTMENT OF WATER AND SEWER

Prepared By: Jerry A. Gilbert, P.E.
 Consultant: ARCADIS US
 Contract Date: 10/01/09
 Notice to Proceed Date: 10/07/09
 Time of Completion: 270 Calendar Days
 Substantial Completion Date: 06/04/10

PROJECT NO: 290-09/JV
 FOR PERIOD: 1/10/10 - 2/1/10

Director's Signature 

PROJECT DESCRIPTION:

THE WORK TO BE PERFORMED UNDER THIS CONTRACT CONSISTS OF CONSTRUCTING ONE CLASS I INJECTION WELL THAT MAY BE PERMITTED TO ACCEPT AN INJECTION RATE OF 9.7 MILLION GALLONS PER DAY, ONE DUAL ZONE DEEP MONITOR WELL, AND REQUIRED OPERATIONAL TESTING.

THE FOLLOWING IS A SUMMARY OF PROGRESS AND COSTS TO DATE:

DIVISION			
CONTRACTOR		Youngquist Brothers, Inc.	
ORIGINAL CONTRACT AMOUNT		\$4,684,434.00	
CHANGE ORDERS TO DATE (APPROVED)		\$0.00	
ADJUSTED CONTRACT AMOUNT TO DATE		\$4,684,434.00	
TOTAL COST OF WORK PERFORMED TO DATE		\$1,395,882.00	
% OF WORK PAID		29.80%	
TOTAL WORK COMP.		\$1,256,293.80	



Construction progress at the injection well site is hard to observe because it is all under ground. The contractor has installed three casings. The first is a 54" at the depth of 120 feet below pad elevation (BPE). The second is a 44" at the depth of 412 feet BPE. The third is 34" at a depth of 2000 feet BPE. The contractor has drilled a 12" pilot hole to 3200 feet BPE and has derived from the logs that the "Boulder ZoOne" begins at 2650 feet BPE. The last 24" casing will be set at 2650 feet and an open hole will be bored to 3070 feet BPE.

COUNCIL AGENDA REPORT
MEETING OF FEBRUARY 16, 2010

TO: The Honorable Mayor and Members of the City Council

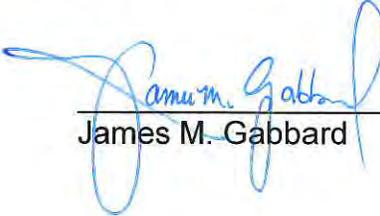
FROM: James M. Gabbard, City Manager

DATE: February 9, 2010

SUBJECT: UNIT 5 COMBUSTION TURBINE PARTS

Attached is a memorandum from Jim Stevens, dated February 3, 2010, which provides background information and a recommendation on the above-referenced subject.

It is the recommendation of the City Manager's Office that Council approve removing the Combustion Inspection for Unit 5 that was scheduled for FY 2011 budget year, estimated at \$1,200,000.00, and authorize the replacement of the inventoried combustion turbine parts for Unit 5, at a cost not to exceed \$300,000.00. GE components will be purchased, if available, or equivalent components that meet GE standards for combustion turbines, with funding to be from Account No. 405.5000.531.346014.



James M. Gabbard

:jav
Attachments

xc: Jim Stevens
John Lee
Stephen Maillet

N:\AGENDA\POWERPLANT\2010\UNIT 5 COMBUSTION TURBINE PARTS.DOC

MEMORANDUM

VERO BEACH MUNICIPAL POWER PLANT

DATE: February 3, 2010

TO: James Gabbard
City Manager

THROUGH: John Lee *JL 2/9/2010*
Acting Utilities Director

FROM: Jim Stevens *[Signature]*
Director of Power Resources

SUBJECT: Unit 5 Combustion Turbine Parts

The Unit 5 combustion turbine was forced out of service due to combustion issues that occurred on September 21, 2009. A GE Power Services field engineer and a crew of GE mechanics were mobilized to assist us in the repair of Unit 5 combustion turbine. Due to the severity of the damage we performed a Combustion Inspection (CI). The Combustion Inspection (based on hours of operation) was scheduled for the FY 2011 budget year and was estimated at \$1,200,000.00. The cost of GE support for the forced outage with the Combustion Inspection was \$190,000.00 with parts not included in the repair. The parts that were removed from inventory reflect a cost of \$257,610.07 and is attached as reference. The parts were not replaced in inventory upon completion of the repair. The emergency repair was completed in October of 2009.

It is imperative that we have critical spare parts available to repair or replace failed combustion turbine components. By having the spare components on site downtime of the combustion turbine is reduced and availability is maximized.

In performing the Combustion Inspection in October 2009, due to the forced outage of the combustion turbine, we were able to get a substantial cost reduction from General Electric for their services in performing the required work using our inventoried parts and our maintenance staff to perform much of the work. It was our plan to replace the inventory as part of the FY 2011 budget year during the Combustion Inspection. It now becomes necessary to replace our inventory in order to have critical components available should another failure occur.

It is the request of staff that we remove the estimated \$1,200,000.00 from the FY 2011 budget year for the no longer needed Combustion Inspection and request authorization to replace the inventoried parts at a cost not to exceed \$300,000.00. Funding for this will come from Power Resources Prime Movers Maintenance Units 5 & 2 account number 405.5000.531.346014. General Electric (GE) is the OEM supplier of the Unit 5 combustion turbine. We will make every effort to utilize GE components or if available equivalent components that meet GE standards in the combustion turbine. This estimate is based on the possibility of increased pricing of the needed components.

Please advise if there are any questions concerning this matter.

Copy of 1Restock_listAfter10_09Outage.xlsx

	Part Discription	Inventory No.	Part No.	Location	Item Cost	Total Cost
20	DIST VALVE O-RING	M5T-0055	185A1343P232	15 R 2 3C	\$4.00	\$80.00
20	1" 300	M5T-0669			\$23.24	\$464.80
20	1 1/2" 300	M5T-0671			\$28.61	\$572.20
20	1 1/4" 300	M5T-0670			\$28.61	\$572.20
20	COPPER JANSEN GASKET	M5T-0663	101151-17	16 R 3 3D	\$35.00	\$700.00
10	CAN COVER GASKET	M5T-0291	318A9713P039	13 SHELF S 1	\$30.00	\$300.00
10	Combustion Can Gasket	M5T-0452	318a9713p012	14 SHELF S 1	\$30.00	\$300.00
20	SEC. FUEL NOZ GASKET	M5T-0321	302a4594p203	15 R 3 1D	\$11.00	\$220.00
	Lock Plate Piping	M5T-0407		15 L 3 1D	\$3.00	\$30.00
	5/8" X 3"	M5T-0408	N14P33048	16 R 1 3A	\$2.00	\$20.00
	5/8" X 3 1/4"	M5T-0381	N14P33052	16 R 7 1B	\$2.00	\$20.00
25	O-RINGS	M5A-0120	V19-OR-0912	15 L 4 3E	\$2.25	\$56.25
20	TP Bolt Bullhorn	M5T-0476	216b6753p001	16 L 4 2G	\$88.00	\$1,760.00
10	Bolt SideSeal	M5T-0426	216b6753p002	16 L 4 2I	\$29.00	\$290.00
10	TP Lockplate Bullhorn CCW	M5T-0273	216b6754p001	15 L 3 1C	\$22.00	\$220.00
10	TP Lockplate Bullhorn CW	M5T-0427	216b6754p002	15 L 3 1F	\$12.00	\$120.00
10	Lockplate Side Seal	M5T-0428	216b6755p001	15 L 3 1G	\$12.00	\$120.00
20	TP Bolt Aft Bracket	M5T-0436	219b6733p001	16 L 4 2H	\$37.00	\$740.00
10	TP Sideseal Stop	M5T-0609	219b6788p001	15 R 1 2A	\$15.00	\$150.00
10	TP Aft Bracket Lockplate CCW	M5T-0425	224b9719p001	15 L 3 2F	\$8.00	\$80.00
10	TP Aft Bracket Lockplate CW	M5T-0472	224b9719p002	15 L 3 2B	\$7.00	\$70.00
10	Standard SideSeal	M5T-0477	219B6786G001	15 R 1 1C	\$102.00	\$1,020.00
4	Flame Scanner Gasket	M5T-0373	258B8786P003	15 R 3 2C	\$8.00	\$32.00
4	Spark Plug Ball Packing	M5T-0261	324A9179P001	15 R 3 1C	\$15.00	\$60.00
2	Spark Plug Flange Gasket	M5T-0331	318A9713P038	15 R 3 2D	\$6.00	\$12.00
10	Crossfire Tubes Male	M5T-0037	169d3489p002	15 R 5 1A	\$362.44	\$3,624.40
10	Crossfire Tubes Female	M5T-0057	169d3490p001	15 R 7 1B	\$281.00	\$2,810.00
45	Crossfire Tube Packing	M5T-0295	287A1614P004	16 R 2 1A	\$25.93	\$1,166.85
10	TP's	M5T-0424	101E2572G001		\$13,000.00	\$130,000.00
10	Primary Fuel Nozzles	M5T-0654			\$2,500.00	\$25,000.00
10	Secondary Fuel Nozzles	M5T-0653			\$2,500.00	\$25,000.00
10	Combustion Liner	M5T-0510			\$6,000.00	\$60,000.00
2ea	SENSOR,VIBRATION		329A3529P016		\$766.44	\$1,532.87
1ea	VIBRATION CABLE, 20 FT		329A3529P057		\$466.50	\$466.50

\$257,610.07

COUNCIL AGENDA REPORT
MEETING OF FEBRUARY 16, 2010

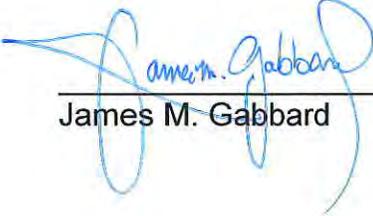
TO: The Honorable Mayor and Members of the City Council

FROM: James M. Gabbard, City Manager

DATE: February 4, 2010

SUBJECT: VISION IMPLEMENTATION PLAN PROGRAM UPDATE

Planning Director Tim McGarry will be providing the City Council with an update on the above-referenced subject at the February 16, 2010 City Council Meeting.



James M. Gabbard

JMG:jav

xc: Tim McGarry

N:\AGENDA\PLANNING\2009\VISION PLAN IMPLEMENTATION UPDATE - Feb 16, 2010.DOCX

City of Vero Beach

1053 - 20th PLACE - P.O. BOX 1389
VERO BEACH, FLORIDA 32961-1389
Telephone: (561) 978-4700 Fax: (561) 978-4790

OFFICE OF THE
CITY COUNCIL

February 11, 2010

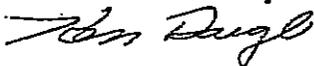
David Gregg
1825 Mooringline Drive
Vero Beach, FL 32963

Dear Mr. Gregg:

At the last City Council meeting you asked a question of Council regarding the OUC contract and its relationship to the charge for using FP&L's transmission lines. Because I feel that your question deserves an answer I have asked the City Attorney to respond in writing. His memorandum is attached.

I hope this satisfies your concern.

Sincerely,

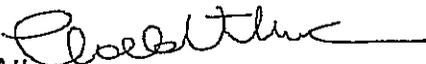


Ken Daige
Councilmember



Office of the City Attorney

MEMO

To: Mayor and Council 
From: Charles Vitunac, City Attorney
Subj: Question from Audience re OUC Contract
Date: February 10, 2010

Under Matters by the Public at the last City Council meeting a resident of the Moorings (David Gregg) asked whether the Council knew that by using OUC the City would have to pay FP&L some 3.4 million dollars a year for use of the FP&L power lines to get our electricity here. The implication of this question was that, if the City had chosen FP&L as its electricity partner rather than OUC, there would have been no cost for this service since FP&L owns the power lines which must be used. That implication is incorrect and Councilmember Daige has asked me to let the public know that by virtue of this memorandum.

Because of the anti-trust provisions of Federal law it was settled years ago by court action that FP&L had to charge all users of its power transmission system the same price for the same service. To put this order into effect FP&L had to, in effect, create two divisions of its company, one for the *production* of electricity, and the other for its *transmission*. The transmission side of FP&L was required to treat the production side of FP&L as if it were an independent company. Thus, the same formula to determine what cost would be charged to transmit OUC's power to Vero Beach would be used to determine what cost would be charged to transmit FP&L's power to Vero Beach.

In short, for the same service there would be the same charge, regardless of whether the production company is OUC or FP&L.

Electric Rate Comparison

<u>Electric Rate 2009</u>	
Customer Charge	\$7.21
Energy Charge per kWh	0.0761
Fuel Cost Adjustment per kWh	0.0755
Average cost per kWh	0.0159

<u>Electric Rate 2010</u>	
Customer Charge	\$7.95
Energy Charge per kWh	
0 - 1,000 kWh	0.0440
Above 1,000 kWh	0.0690
Bulk Power Cost per kWh	0.0740
Average cost per kWh	
1,000 kWh	0.0126
2,000 kWh	0.0134

Bulk Power Cost Explanation

Previously, the term “Power Cost or Fuel Cost Adjustment” was printed on electric bills. The new term “Bulk Power Cost” includes all of the costs associated with the generation and transmission of electric power.

The Bulk Power Cost now includes:

- The cost of the power that the City receives from the St. Lucie Generating Plant – A nuclear plant, owned by Florida Power and Light
- The cost of the power that the City receives from the Stanton 1 and Stanton 2 Generating Plants – Two coal plants, owned by Orlando Utilities Commission.
- The cost of the fuel, either natural gas or oil, that is used to generate electric power at the City of Vero Beach Power Plant – The City has five generating units, located at the Power Plant next to the 17th Street Bridge.
- The cost of the power that the City receives over and above the sources shown above. – Supplemental power is provided by Orlando Utilities Commission based on the new contact that became effective on January 1, 2010.

The new term of Bulk Power Cost will normally represents about 60% of the total cost for the generation, transmission, distribution, metering and billing of the electric service that each customer receives. While this change may be a bit confusing at first, it is the most accurate way to display the real cost of providing electric service to our customers.

Weather Data

January 2010

Date	<u>TEMPERATURE</u>			Rainfall
	Low	High	Dept	
1	47	68	- 5	0.15
2	39	59	- 14	0.00
3	34	53	- 19	0.00
4	33	58	-17	0.00
5	31	52	- 21	0.00
6	28	55	-21	0.00
7	29	60	- 19	0.00
8	32	73	- 11	0.00
9	32	50	- 22	0.28
10	31	49	- 23	0.00
11	32	59	- 17	0.00
12	31	61	- 17	0.00
13	33	53	- 15	0.00
14	45	70	- 5	0.00
15	49	76	- 1	0.00
16	66	76	+ 9	0.00
17	60	83	+ 9	0.07
18	51	72	- 1	0.00
19	44	70	- 6	0.00
20	45	73	- 4	0.00
21	55	84	+ 7	0.01
22	63	80	+ 9	0.25
23	54	75	+ 1	0.00
24	70	80	+ 12	0.00
25	47	76	- 1	0.18
26	44	71	- 5	0.00
27	39	67	- 10	0.00
28	44	72	- 5	0.00
29	49	75	- 1	0.00
30	59	83	+ 8	0.00
31	57	70	+ 1	0.00
	Low	High		0.94
	28	84		
	Average	Average		
	44	68		

Weather Data

February 2010

Date	<u>TEMPERATURE</u>		Dept	Rainfall
	Low	High		
1	64	69	+ 3	0.29
2	61	78	+ 7	0.00
3	56	65	- 3	0.00
4	50	77	+ 1	0.00
5	66	79	+ 9	0.29
6	48	74	- 2	0.00
7	42	60	- 12	0.00
8	40	66	- 10	0.00
9	47	78	- 1	0.15
10	43	66	- 9	0.00
11	37	59	- 16	0.00
12	45	71	- 6	0.98
13	36	53	- 20	0.00
14	36	56	- 18	0.00
15	37	73	- 9	0.00
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				

Low High
Average Average

1.71

Dept: means departure from the normal average temperature

Meetings, Seminars and Events Attended:

1-13-10 Harbor Branch Bio-Tech Lecture by Dr. Amy Wright

1-14-10 Vero Beach Councilmember Application Selection

1-15-10 14th Avenue Gallery Opening

1-18-10 Pelican Audubon: Film and lecture on
Treasure Hammock Ranch

1-19-10 -Indian River County Commission Meeting
-Vero Beach Utilities Commission Meeting
-Vero Beach City Council Meeting

1-20-10 Vero Beach Finance Commission Meeting

1-21-10 Charity Event at McKee:
showcasing Suzanne Philips Photography

1-26-10 Legislation Delegation Day at City Hall
Vero Isles Town Hall Meeting-reuse water main

1-27-10 Met with Airport Director about Aerial and Ground
Part 77 Surveys

1-28-10 -Consultants Competitive Negotiation Act Meeting
Consultant selection process for various
water issues
-Met with City Manager about landscape
and parking issues Downtown

1-29-10 Interviewed board and commission applicants

Submitted by Councilmember Ken Daige
2-2-10

Meetings, Seminars and Events Attended:

- 2-2-10 -City Council Meeting
-Kick-off Charity -VRRM- Road Rally for Sun-up
- 2-3-10 Treasure Coast Council of Local Governments
in Fort Pierce.
- 2-4-10 -Wine and Chocolate Pairing Downtown at
Faith, Hope & Chocolate
-Royal Palm Court Neighborhood Crime-Watch.
Officer Morrison attended
- 2-8-10 Pre-Valentine Chocolate & Tea Tasting Downtown
at Tea & Chi and Faith, Hope and Chocolate
- 2-9-10 -Vero Beach Utilities Commission Meeting
-Vero Beach Recreation Commission Meeting
- 2-10-10 -Tax Payers Association: Mayor Sawnick Spoke
-Vero Beach Downtown Dine & Design: well attended
- 2-12-10 Met with City Manager Gabbard,
City Attorney Vitunac and Police Chief Dappen
for an update on wrecker services and
red-light cameras. There is an audio recording
and minutes on file.
- 2-13-10 Aviation Day
- 2-16-10 -Attended segment of Indian River County
Commission meeting where Mr. Heady spoke
-Economic Development Council

Submitted by Councilmember Ken Daige

2-16-10