



City Council Agenda Item
Meeting of May 17, 2015

TO: The Honorable Mayor and Members of the City Council
FROM: James R. O'Connor, City Manager
DATE: May 11, 2015

SUBJECT: **First Amendment to Lease Agreement by and between The City of Vero Beach, Florida and Youth Sailing Foundation of Indian River County, Inc.**

REQUESTED BY: City Manager/Youth Sailing Foundation

The following is requested as it relates to the above-referenced agenda item:

X Request Council review and approval based on the attached supporting documentation.

No action required. (Information only)

**First Amendment to
Lease Agreement
by and between
The City of Vero Beach, Florida
and
Youth Sailing Foundation of Indian River County, Inc.**

This First Amendment to Lease Agreement, hereinafter "Amendment," is entered into as of the 17th day of May 2016 by and between the **CITY OF VERO BEACH, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 1389, Vero Beach, FL 32961-1389, hereinafter "Landlord," and the **YOUTH SAILING FOUNDATION OF INDIAN RIVER COUNTY, INC.**, a Florida non-profit corporation, whose mailing address is P. O. Box 612, Vero Beach, FL 32961, hereinafter "Tenant." Landlord and Tenant may also be referred to herein individually as a "party" and collectively as the "parties."

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby amend that certain Lease Agreement by and between the parties dated May 1, 2012 ("Lease"), as follows:

1. Section 1 of the Lease, entitled "Leased Property," is hereby amended to add approximately 1,400 square feet to the Premises leased to Tenant, all of which Premises are as now described and depicted in Amendment "A" attached hereto and incorporated herein.
2. Section 4 of the Lease, entitled "Use of Premises," is hereby amended to add permission to install an office trailer on the Premises for use in purposes directly related to Tenant's programs and activities authorized on the Premises by the Lease. Notwithstanding any other provision of the Lease or this Amendment, Tenant shall coordinate the location and installation of the office trailer with Landlord's Director of Water and Sewer and shall be responsible for complying with any and all applicable laws, rules, and regulations regarding installation, use, and operation of such office trailer.
3. Section 10 of the Lease, entitled "Utilities," is hereby amended to read as follows:

Tenant shall reimburse Landlord for Tenant's use of electric, water, and sewer service provided through Landlord for Tenant's use of the Premises by payment of the sum of One Hundred Fifty Dollars (\$150.00) per month to Landlord commencing June 1, 2016 and monthly thereafter on or before the first of each month without the rendering of a bill for such reimbursement. Reimbursement payments shall not be subject to proration. The amount of such reimbursement payments shall be subject to adjustment for any renewal or new term(s). Such reimbursement to Landlord shall be adjusted accordingly or discontinued if and when Tenant establishes separate connection(s) and its own account(s) for utility service(s) to serve the Premises. Tenant shall promptly pay within the time allowed for payment without penalties, all charges for electric, water, sewer, and all other utilities billed separately to Tenant. Tenant agrees to hold Landlord harmless from any interruption in the use and services of such commodities and for payment of charges for any utility services.

4. All other terms, conditions, and provisions of the Lease remain unchanged except as modified herein and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Lease Agreement as of the dates entered below and each party's respective signatory whose signature appears below hereby warrants and represents that such signatory has been and is on the date of execution hereof duly authorized to execute this document on behalf their respective party.

WITNESSES:

TENANT:

Youth Sailing Foundation of Indian River County, Inc.

Witness

By: _____
Charles D. Pope
Executive Chairman

Print Name

Witness

By: _____
Alison Schlitt
Treasurer

Print Name

Date: _____

[Seal]

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing Lease Agreement was acknowledged before me this ____ day of _____ 2016 by Charles D. Pope, as Executive Chairman, and Alison Schlitt, as Treasurer, of Youth Sailing Foundation of Indian River County, Inc., Tenant. They ____ are personally known to me OR ____ produced _____ as identification.

NOTARY PUBLIC
Commission No.:
My Commission Expires:

LANDLORD:

City of Vero Beach, Florida

ATTEST:

Tammy K. Vock
City Clerk

By: _____
Jay Kramer
Mayor

[Seal]

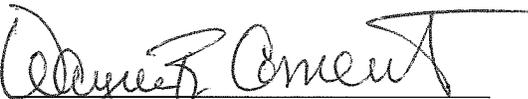
Date: _____

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing Lease Agreement was acknowledged before me this _____ day of _____ 2016 by Jay Kramer, as Mayor, and attested by Tammy K. Vock, as City Clerk, of the City of Vero Beach, Florida, Landlord. They are both known to me.

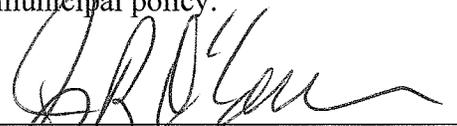
NOTARY PUBLIC
Commission No.
My Commission Expires:

Approved as to form and
legal sufficiency:



Wayne R. Coment
City Attorney

Approved as conforming with
municipal policy:



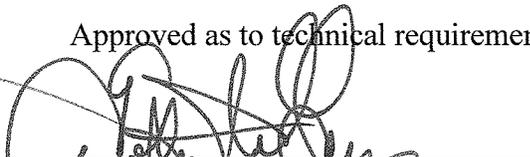
James R. O'Connor
City Manager

Approved as to technical requirements:

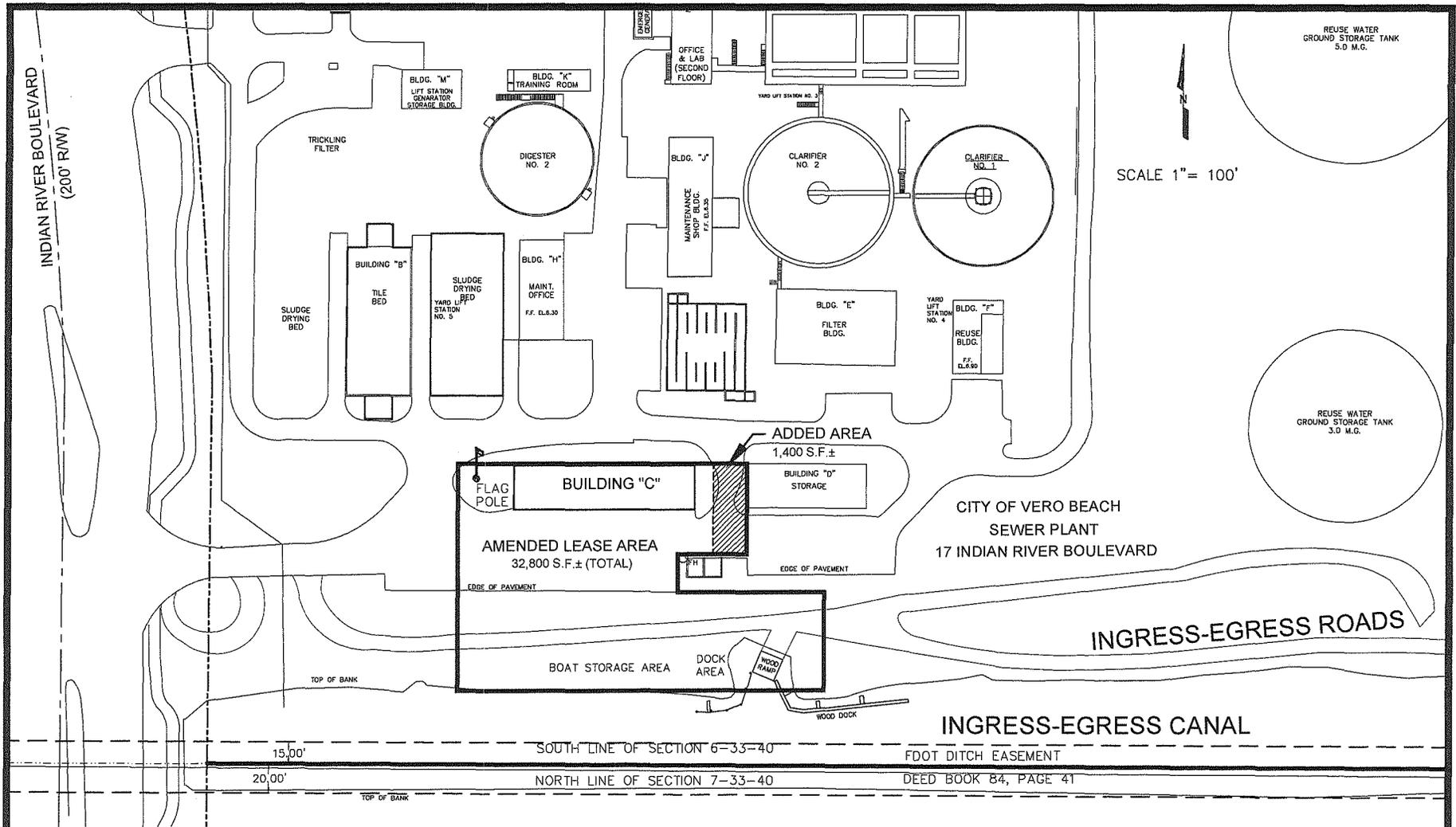


Rob Bolton
Water & Sewer Director

Approved as to technical requirements:



Timothy J. McGarry
Planning & Development Director



NOTE: LEASE AREA CONTAINS BUILDING "C", OUTDOOR BOAT STORAGE AREA, AND DOCK AREA.

THIS SKETCH IS NOT A SURVEY

CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS SURVEY DIVISION	SKETCH OF PROPERTY DESCRIPTION LEASE OF CITY PROPERTY PORTION OF VERO BEACH SEWER PLANT	AMENDMENT "A"		REV. NO.	AUTHRZD. BY
		CITY PROJECT NO. LEASE-YOUTH SAILING		DRWN. BY	DATE
		DATE 05/2016	DRWN BY DG	CHKD BY MKF	DESCRIPTION