

COUNCIL ITEM 8B
DATE 6/10/96
COUNCIL ITEM 10C
DATE 5/28/96

ORDINANCE 96-46

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND THE POLICE ATHLETIC LEAGUE; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The City Manager of the City of Port St. Lucie is hereby authorized and directed to enter into the Lease Agreement between the City of Port St. Lucie and the Port St. Lucie Police Athletic League, a Florida non-profit corporation, said Lease Agreement to be substantially in the form of that certain Lease Agreement being attached hereto as Exhibit "A" and by reference incorporated herein.

Section 2. This ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 10th day of June, 1996.



CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: Robert E. Minsky
Robert E. Minsky, Mayor

ATTEST:

Sandra K. Johnson
Sandra K. Johnson, City Clerk

APPROVED AS TO FORM:

Roger G. Orr
Roger G. Orr, City Attorney

EXHIBIT "A"

LEASE AGREEMENT

THIS AGREEMENT made this 1st day of June, 1996, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation, hereinafter referred to as "Lessor," and the PORT ST. LUCIE POLICE ATHLETIC LEAGUE, a Florida non-profit corporation, hereinafter referred to as "Lessee."

WITNESSETH

In consideration of the mutual covenants contained herein, the parties hereto agree as follows, to-wit:

1. Lessor leases to Lessee the premises, owned by Lessor, which consist of all of Tract "D," located in Port St. Lucie Section 67, as recorded in Plat Book 24, page 286 of the public records for St. Lucie County.

2. The term of this lease shall be for a period of ten years (10) commencing on the 1st day of June, 1996, and terminating on the 1st day of June, 2006, at 12:01 a.m.

3. The total rent under this lease is ten dollars (\$10.00). Lessee shall pay Lessor that amount in installments of one dollar (\$1.00) each year beginning on June 1, 1996, and on the same date each year thereafter during the term of this lease. As further consideration, Lessee covenants and agrees to place the building, donated by Dr. Ken Mascara, on the property. Prior to placing the aforementioned building on the property, Lessee shall submit to Lessor for Lessor's approval the site or building plans and specifications. Provided that the site and building plans and specifications comply with all applicable federal, state and municipal laws and regulations, including, but not limited to, containing appropriate buffers for landscaping, noise abatement, light abatement and traffic safety, Lessor's approval of the site or building plan shall not be unreasonably

withheld.

4. The premises are to be used as a *Port St. Lucie Police Athletic League Club* by the Lessee. Lessee shall restrict its use for such purposes; the mission of the organization is to create programs of crime prevention operated by law enforcement officers for the purpose of creating better relations between law enforcement officers and the youth of our community, seeking to regain communication with the youth; and to prevent juvenile delinquency. The Lessee's uses shall comply with the mission of the organization and shall not permit the use of the premises for any other purpose without the written consent of the Lessor; provided, however, such consent shall not be unreasonably withheld.

5. Lessee shall not use the premises for any unlawful, ultrahazardous, improper, or immoral use, nor allow any waste or nuisance on the premises.

6. Lessee shall have the right at its own expense, from time to time during the lease term, to improve or alter the demised premises. However, prior to commencing construction of any such improvement, Lessee shall submit to Lessor for Lessor's approval any plans or specifications related thereto. Such approval shall not be unreasonably withheld. This provision is intended to permit Lessor to insure architectural continuity between the proposed structure and other structures in neighboring areas. Lessee covenants that such improvements and alterations shall be made in a workmanlike manner and in compliance with all applicable federal, state and municipal laws and regulations.

7. Lessee shall be responsible for obtaining any and all necessary permits and approvals required for any improvements constructed pursuant to this lease. All construction shall be performed by duly licensed contractors, licensed by the City of Port St. Lucie. Prior to commencement of construction, said contractor shall provide Lessor with current certificates of

insurance and proof of workers compensation insurance, satisfactory to Lessor.

8. The building placed upon the demised premises and all other additions, changes or other improvements erected or placed thereon shall remain thereof and shall not be removed therefrom; provided however that if Lessee, in the exercise of its right to improve or alter the demised premises during the lease term, shall require the removal of certain erected improvements, it shall be allowed subject to Lessor's approval, which shall not be unreasonably withheld, and all such permanent improvements and structures shall be the property of Lessor.

9. Lessee shall be solely responsible for the construction and maintenance of the improved property and shall keep it in good repair solely at the Lessee's expense during the duration of this lease.

10. As a further condition of this lease, Lessee shall not, in the use or occupation of the premises, and in the conduct of Lessee's activities, discriminate against any worker, employee, participant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit a discriminatory practice.

11. Lessor shall not be liable for any damage claims arising from injury to persons or property from any cause relating to the occupancy of the premises by Lessee during the term of this lease or any extension thereof. Lessee shall indemnify Lessor from all liability, loss or other damage claims or obligations resulting from any injuries or losses of this nature and further from any claims that may arise as a result of Lessee's placement of the building upon the property.

12. Lessee shall procure and maintain in force, at its own expense, during the term of this lease and any extension thereof, public liability insurance through brokers approved by the Lessor. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring within the leased premises in a minimum of amount of one

million dollars (\$1,000,000.00) for any one accident and one million dollars (\$1,000,000.00) for property damage. Lessee shall deliver to Lessor annual certificates demonstrating that insurance is paid up and copies of the insurance policies, issued by the insurance company. Lessee shall obtain a written obligation from the insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any policy. If the insurance policy is not kept in force during the entire term of this lease or any extensions thereof, Lessor may procure the necessary insurance and pay the premium therefor, and the premium shall be repaid to Lessor as an additional rent installment on the year following the date on which the premiums were paid by the Lessor.

13. Lessee shall not assign this lease to another party without the express written approval of Lessor. However, Lessee may assign this lease to an entity, wholly-owned by Lessee, provided the assignee agrees in writing to perform and comply with all the covenants and terms with this lease.

14. Either party may terminate this lease by providing thirty (30) days written notice to the other party. On behalf of the Lessor, such notice shall be addressed to the City Manager of the City of Port St. Lucie at the following address:

City Manager
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099

On behalf of the Lessee such notice shall be addressed to:

Commander Garry Wilson
Port St. Lucie Police Department
Police Administration Building
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099

15. Upon termination of the lease, any improvements made to the premises by the Lessee

shall become the sole and exclusive property of the Lessor.

16. This lease automatically terminates upon Lessee ceasing to operate a Police Athletic League Club on the demised premises. Upon termination any improvements to the premises made by the Lessee shall become the sole and exclusive property of the Lessor.

17. Lessee shall have the right to renew this lease one time for a five (5) year period, beginning on the 1st day of June, 2006, and terminating on the 1st day of June, 2011, and under the same terms and conditions set forth herein.

18. Any and all remedies provided to Lessor for the enforcement of the provisions of this lease are cumulative and non-exclusive and Lessor shall be entitled to pursue either the rights enumerated in this lease or remedies authorized by law or both. Lessee shall be liable for any costs and expenses incurred by Lessor in enforcing any terms of this lease or in pursuing any legal action for the enforcement of Lessor's rights.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year above written.

WITNESS:

CITY OF PORT ST. LUCIE, FLORIDA

WITNESS:

BY: _____
Donald B. Cooper
City Manager

WITNESS:

PORT ST. LUCIE POLICE ATHLETIC LEAGUE

WITNESS:

BY: _____
Commander Garry Wilson
Executive Director