



North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite 132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

OFFICIAL AGENDA

SPECIAL VILLAGE COMMISSION MEETING

**CAUSEWAY TOWER
1666 KENNEDY CAUSEWAY, 3RD FLOOR
NORTH BAY VILLAGE, FL 33141**

THURSDAY, MAY 30, 2013

7:00 P.M.

NOTICE IS HEREWITH GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY DECISION MADE AT THE FORTHCOMING MEETING OF THE VILLAGE COMMISSION, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING SPECIAL ACCOMMODATION OR A SIGN LANGUAGE INTERPRETER TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT (305) 756-7171 NO LATER THAN FOUR DAYS PRIOR TO THE PROCEEDING. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS AT (800) 955-8771 (TDD) OR (800) 955-8700 (VOICE) FOR ASSISTANCE.

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL

2. RESOLUTION

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A LEASE AGREEMENT BETWEEN THE VILLAGE AND CAUSEWAY TOWER, LLC. FOR THE LEASING OF OFFICE SPACE LOCATED AT 1666 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF THE VILLAGE CODE FOR THE LEASE AGREEMENT AND FOR ANY OTHER DIRECTLY RELATED PURCHASES; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL STEPS NECESSARY TO IMPLEMENT THE TERMS OF THE LEASE AGREEMENT AND RELOCATION OF VILLAGE HALL; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; BUDGETING AND APPROPRIATING FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LEASE AGREEMENT AND OTHER RELATED PURCHASE ORDERS/AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER JENICE ROSADO)**

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

1.) **Commission Action**

3. **NEW BUSINESS**

A. **NOMINATION OF VILLAGE MANAGER CANDIDATES**

1.) **Commission Action**

4. **ADJOURNMENT**



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Administrative Offices

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RECOMMENDATION MEMORANDUM

DATE: May 28, 2013

TO: Mayor Connie Leon Kreps
Vice-Mayor Eddie Lim
Commissioner Dr. Richard Chervony
Commissioner Jorge Gonzalez
Commissioner Wendy Duvall

RECOMMENDED BY STAFF/COMMISSIONER:

Jenice Rosado
Interim Village Manager

PRESENTED BY STAFF:

Jenice Rosado 
Interim Village Manager

SUBJECT: Village Hall

RECOMMENDATION:

It is recommended that the Village Commission adopt the attached Resolution approving a lease agreement with Causeway Tower LLC for the Village Hall/Post Office and Police Headquarters located at 1666 Kennedy Causeway Suite 300, North Bay Village Florida, 33141.

BACKGROUND:

At the May 14, 2013 meeting, the Village Commission authorized the Interim Village Manager to move forward with the steps to terminate the lease with LEXI and negotiate a lease with Causeway Tower LLC for relocation of Village Hall/Post Office and Police Headquarters. At that time, the Commission was presented with the possibility of obtaining the First floor bank space, as well as the entire Third floor.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

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However, the Village has not been able to secure a lease for the First floor (approximately \$78,000 annually in rent) due to the fact that Sabadell Bank has not terminated their lease as expected. Therefore, the Village is proposing to lease the entire Third floor for the Village Hall, Post Office and Police operations.

Since the space on the Third floor will be a bit cramped (see attached floor plan) in accommodating all of these services, if in the future the Sabadell Bank Space becomes available, the Village will once again entertain the idea of acquiring that area.

Another downside of not being able to move forward with the lease on the First floor at the moment is that the Village will once again, as in years past, need to rely on the school cafeteria for conducting Commission Meetings. The cost of conducting these meetings with recordings is around \$1,700 a meeting (average of 20 meetings a year = \$34,000 annually).

The attached lease has been reviewed extensively by our legal department and by our insurance carrier-FMIT. We have negotiated to the best of our abilities with the landlord on all items. The lease is for a term of two years with two one-year renewal options, and early termination is negotiable with the landlord. The leasing of the space in the Third floor poses a problem with the Air Conditioning as the Police Department operates 24 hours and the building A/C runs from 7am-7pm. Since the budget is tight, we will utilize portable units to cool the space during the times when the building A/C is off. However, we may need to look into allocating funds towards installing permanent A/C units for the Police Department space next year (\$25,000 for one AC unit). Furthermore, police restrooms and locker rooms will need to be built-out, and the expected cost is not to exceed \$29,000 (which will be payable in monthly installments to the landlord). Also, most of the modifications done to the office space on the Third floor will be paid from the \$20,000 allowance that the landlord is offering us (the tenant) as part of this deal.

We feel confident that moving forward with leasing the entire Third floor as described in the attached lease provisions is the best and only option for the Village until we can build-out our own Village Hall Municipal Complex, which is long overdue. We expect to move into the Third floor space and open to the public on July 15, 2013.

FINANCIAL IMPACT:

See attached revised chart on expenses. Overall when comparing straight rental rate at LEXI with straight rental rate at Causeway Tower, we will save approximately \$18,000 in rent annually by moving to Causeway Tower.

BUDGETARY IMPACT:

The funds will be taken from the Emergency Reserves.

PERSONNEL IMPACT:

Village employees will feel safe and secure working in a clean environment and will be able to be fully productive in a regular office.

**NORTH BAY VILLAGE
VILLAGE HALL COST COMPARISONS**

Costs to move back into LEXI Office space			
FIRST YEAR (July 1, 2013 - June 30, 2014)			
	Square Footage	Cost per Sq Ft	First Year Cost
LEXI 1700 Kennedy Causeway			
Rental Costs first year	7,405	\$ 27.00	\$ 199,935
Annual Building Maintenance *			\$ 17,560
Total Annual Rental Costs			\$ 217,495
On Going Testing (\$12,000 per month)			\$ 144,000
One Time Expenses			
Additional Testing			\$ 15,000
Deep Cleaning			\$ 15,000
Improvements for CO			\$ 10,000
Additional Repairs			\$ 8,000
Total First Year including testing	7,405	\$27.00	\$ 409,495

Costs for LEXI office space 2nd year			
SECOND YEAR (July 1, 2014-June 30, 2015)			
	Square Footage	Cost per Sq Ft	Second Year Cost
LEXI 1700 Kennedy Causeway			
Rental Costs first year	7,405	\$ 29.00	\$ 214,745
Annual Building Maintenance *			\$ 17,560
Total Annual Rental Costs			\$ 232,305
On Going Testing (\$12,000 per month)			\$ 144,000
One Time Expenses			
Total Second year including testing	7,405	\$ 29.00	\$ 376,305

Costs to move into Causeway Towers office space			
FIRST YEAR (July 1, 2013-June 30, 2014)			
	Square Footage	Cost per Sq Ft	First Year Cost
Causeway Tower 1666 Kennedy Causeway			
Sq Ft Equal to LEXI Admin & Police	7,405	\$ 20.00	\$ 148,100
Additional Sq Ft Admin & Police	2,050	\$ 20.00	\$ 41,000
Total Annual Rental Costs	9,455		\$ 189,100
Additional Storage Annually			\$ 10,000
One Time Expenses			
Police Locker Room Plumbing			\$ 29,000
Portable AC Units 10 units			\$ 5,500
Lease termination Expense			\$ 50,000
60 day notice for termination			\$ 32,000
Moving expenses			\$ 25,000
IT and phones			\$ 5,000
Furniture			\$ 10,000
Commission Chamber Dais w/furniture			\$ 10,000
Total First Year Costs			\$ 355,600

Costs for Causeway Towers office space 2nd year			
SECOND YEAR (July 1, 2014-June 30, 2015)			
	Square Footage	Cost per Sq Ft	First Year Cost
Causeway Tower 1666 Kennedy Causeway			
Equal to LEXI Admin & Police	7,405	\$ 20.84	\$ 154,320
Additional Sq Ft Admin/Police	2,050	\$ 20.84	\$ 42,722
Total Annual Rental Costs	9,455		\$ 197,042
Additional Storage Annually			\$ 10,000
One Time Expenses			
Total Second Year Costs			\$ 207,042

Cost savings in first year (July 1, 2013- June 30, 2014) if we move to Causeway Tower			
*AC Maintenance	\$ 2,500		
*Electric	\$ 14,400		
*Pest Control	\$ 660		
Annual Costs	\$ 17,560		
		After the end of two years there will be an overall cost savings of	\$ 53,895
Prepared by Bert Wraains May 9, 2013 - Updated May 29, 2013			

Cost Savings in the second year (July 1, 2014- June 30, 2015) if we move to Causeway tower			
		After the end of two years there will be an overall cost savings of	\$ 223,158
			\$ 169,263

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OFFICE BUILDING LEASE

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease") made and entered into this _____ day of _____, _____, by and between Causeway Tower LLC, (hereinafter called "Landlord") whose address for purposes hereof is 1666 Kennedy Causeway, Suite #610, North Bay Village, Florida 33141 and North Bay Village, a Florida municipal corporation (hereinafter called "Tenant"). Tenant's address is 1666 Kennedy Causeway, Suite #300, North Bay Village, FL 33141.

WITNESSETH:

1. **LEASED PREMISES.** Subject to and upon the terms, provisions, covenants and conditions hereinafter set forth, and each in consideration of the duties, covenants and obligations of the other hereunder, Tenant does hereby lease, demise and let from Landlord those certain premises (hereinafter called the "Leased Premises") in the property known as Causeway Tower, (hereinafter called the "Property") located in North Bay Village, Florida, such Leased Premises being more particularly described as follows: approximately 9,455 square feet of net rentable area located at Suite 300 of the Property as reflected on the floor plan of such Leased Premises attached hereto as "Exhibit A" and made a part hereof, identified by the signature or initials of Landlord and Tenant.

2. **TERM.** This Lease shall be for a term of Two (2) years, commencing on July 1, 2013 (the "Lease Commencement Date") and ending on June 30, 2015 (hereinafter referred to as the "Lease Term), unless sooner terminated or extended as provided herein.

Landlord acknowledges and agrees that Tenant's existing Office Building Lease for Suite 208 at the Property shall simultaneously terminate, without any requirement for a formal termination notice from Tenant to Landlord (notwithstanding any requirement to the contrary in said Office Lease Agreement for Suite 208), as of the Lease Commencement Date and delivery of possession to Tenant of the Premises pursuant to this Lease.

3. **RENTAL**

a. Tenant shall pay to Landlord throughout the Lease Term a total Base Rental as hereby defined:

7/1/13 thru 6/30/14	\$20.00/rsf	\$15,758.33 per month
7/1/14 thru 6/30/15	\$20.80/rsf	\$16,388.67 per month

Plus any and all sales, use, transaction, or comparable tax(es) applicable thereto, **noting however that Tenant is tax exempt as it is a municipality. Tenant will provide Landlord with a tax exempt certificate as is required by the State of Florida.** Said base monthly rental (hereinafter referred to as the "Base Rental") shall be subject to adjustment as hereinafter provided in this Lease. Any and all such Base Rental, together with all tax(es) thereon, shall be due and payable in advance on or before the first day of each month during the Lease Term, without demand, deduction or offset at the office of Landlord or to such other person or at such other place as Landlord may designate in writing.

Landlord upon execution of this Lease by Landlord and Tenant hereby acknowledges payment by Tenant the sum of \$15,758.33 with sales tax exemption, totaling \$15,758.33 representing payment of Rent for the first full calendar month of the Lease which will be applied towards July, 2013 Rent. If this Lease commences on a day other than the first day of a calendar month, the Base Rental for the fractional month shall be appropriately prorated.

b. Tenant recognizes that late payment of any Rent (Base Rental plus any additional rents, Operating Expenses and other expenses due hereunder) or other sum due hereunder from Tenant to Landlord will result in administrative expense to Landlord, the extent of which

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additional expense is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if Rent or any other payment due hereunder from Tenant to Landlord remains unpaid five (5) days after the same is due, the amount of such unpaid Rent or other payment shall be increased by a late charge, which shall be considered additional Rent, to be paid to Landlord by Tenant in an amount equal to 10 percent (10%) per month of the amount of the delinquent Rent or other payment. The amount of the late charge to be paid to Landlord by Tenant for any particular month shall be computed on the aggregate amount of delinquent Rent and other payments, including all accrued late charges then outstanding. Tenant agrees that such amount is not a penalty, but rather, a reasonable estimate of the loss and expense to be suffered by Landlord as a result of such late payment by Tenant and may be charged by Landlord to defray such loss and expense. The terms of this paragraph in no way relieve Tenant of the obligation to pay Rent or other payments on or before the date on which they are due, nor do the terms of this paragraph in any way affect Landlord's remedies provided elsewhere in this Lease in the event said Rent or other payment is unpaid after the date due.

c. Tenant shall pay to Landlord monthly sales or use tax on all amounts paid as Rent hereunder, which sum is to be paid to the State of Florida, or other applicable governmental entity, by the Landlord. Should such tax rate change under the Florida Sales Tax Statute or other applicable statutes, Tenant will pay Landlord the amounts reflective of such changes. Tenant shall pay Landlord in conjunction with all sums due hereunder, any and all applicable sales, use or other similar tax and any interest or penalties assessed therein ("Sales Tax") simultaneously with such payment. **Notwithstanding the foregoing, the parties acknowledge and agree that Tenant is tax exempt as it is a municipality. Tenant will provide Landlord with a tax exempt certificate as is required by State of Florida.**

4. RENEWAL OPTION. **Provided that Tenant is not in default during the Lease Term, Tenant will have Two (2) options to renew for an additional One (1) year per Renewal Option (the "Renewal Option"). The Base Rent for the First Renewal Option period will be increased by 4% over the prior year's Base Rental. The Base Rental for the Second Renewal Option period will be negotiated between Landlord and Tenant at the time that Tenant exercises said option. In the event Tenant fails to exercise the Renewal Option's by providing the Landlord with written notice at least sixty (60) days prior to expiration of the Lease Term, the Renewal Option shall terminate, expire and be null and void. Notwithstanding the foregoing, Landlord acknowledges that Tenant may need to terminate the Lease during the Renewal Option(s) in order to relocate to its proposed new City Hall facility once completed, and Landlord agrees to reasonably cooperate and negotiate in good faith with Tenant at the time of the Tenant's exercise of the Renewal Option(s) so as to provide Tenant with flexibility in the exercise of its Renewal Option and termination rights.**

5. SECURITY DEPOSIT. **Intentionally Omitted. No Security Deposit is being collected from Tenant.**

6. OPERATING EXPENSE ADJUSTMENTS. In the event that the cost to the Landlord for the Operating Expenses of the Property, as hereinafter defined, during any calendar year of the Lease Term subsequent to the Base Year Estimates, which the parties hereto agree shall be calendar year 2013 exceed the cost to the Landlord for the Operating Expenses of the Property during the Base Year, then Tenant shall pay to Landlord as additional Rent Tenant's proportionate share of the increase in such costs, if any, for each calendar year. The percentage of the increase in Operating Expenses to be paid by the Tenant shall be the percentage which the Net Rentable Area of the Leased Premises (stipulated in Paragraph 1 to be 9,455 sq.ft.) bears to the total Net Rentable Area contained in the Property, which is hereby stipulated to be approximately 62,982 Net Rentable Square Feet. Based on the above, the Leased Premises is 15.012% of the total Net Rentable Area and this percentage multiplied by the increase in Operating Expenses will determine the proportionate share of the increase in Operating Expenses to be paid by the Tenant. **Tenant's proportionate share shall be based upon that which is leased during the term with applicable proration's based upon time leased and percentage leased during the applicable lease term.** In no event will Operating Expenses be less than the Operating Expenses for Base year. The parties acknowledge and agree that the Operating Expenses for the calendar year 2013 are estimated to be \$9.50 per net rentable square foot. When the actual Operating Expenses is determined for the Base

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Year, Tenant shall pay the difference between the estimate and actual, if any. However, in the event the actual cost is less than the estimated operating expenses, no refund or reductions shall be given.

The term "Operating Expenses" as used herein shall include all expenses, costs and disbursements of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership and/or operation of the Property, computed on the accrual basis, but shall not include the replacement of capital investment items and capital improvements. By way of explanation and clarification, but not by way of limitation, these Operating Expenses will include the following:

- a. Wages and Salaries of all employees engaged in operation and maintenance of the Property, employer's social security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages and salaries; the cost of disability and hospitalization insurance, pension or retirement benefits, and any other fringe benefits for such employees;
- b. All supplies and materials used in operation and maintenance of the Property;
- c. Cost of utilities including electricity, fuel oil, gas, sewer and water used by the Property and not charged directly to another Tenant;
- d. Costs of customary Property management, servicing and maintenance of all systems and equipment, including, but not limited to, plumbing, heating, air conditioning, ventilating, lighting, electrical, landscaping, trash removal, parking areas, loading areas, sidewalks, walkways and passageways, fire alarms, fire pumps, fire extinguishers, hose cabinets, lawn sprinklers, security guard service, painting, caulking, pressure or steam cleaning of Property exterior; roof repairs, window cleaning and landscaping, marketing;
- e. Cost of casualty and liability insurance applicable to the Property and Landlord's personal property used in connection therewith;
- f. All Taxes (with the exception of Real Estate Taxes which are discussed under paragraph 8) and assessments and governmental charges whether federal, state, county or municipal, and whether they be by taxing districts or otherwise, and any other taxes and assessments attributable to the Property or its operation excluding, however, Federal and State Taxes on income; and
- g. All charges assessed against the Property or against the underlying land by any property owners association common to the area or subdivision.

A statement of the Operating Expenses for the Base Year will be rendered to the Tenant within one hundred twenty (120) days after the close of the Base Year and each and every year thereafter. Landlord agrees to maintain accounting books and records reflecting Operating Expenses of the Property in accordance with generally accepted accounting principles and Tenant shall have the right to inspect the Landlord's books and records showing the Operating Expenses for the Base Year. The operating statement for the Base Year shall be deemed approved unless protested in writing within **thirty (30) days** after delivery to Tenant. Failure of Landlord to timely deliver the statement required herein shall not waive, relieve or excuse Tenant's obligation to pay for any increases in Operating Expenses. **Tenant shall have full rights to audit said statement and Landlord and/or Tenant's agents, and/or accountant shall cooperate in the audit.**

In the event the Operating Expenses in any year after the Base Year are reduced, because of a major capital improvement or by the use of automation, then the Operating Expenses for the Base Year shall be reduced for the purpose of determining additional Rent as though such improvement or automation was in effect during the Base Year.

The intent of this escalation paragraph is to compensate the Landlord for increases in Operating Expenses. ~~In the event the Property is less than 90% occupied during the Base Year or any subsequent calendar year, the Operating Expenses shall be prorated according to the Tenant's percentage of total occupied space rather than percentage of the overall building.~~ There will be no

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reduction in rental if the Operating Expenses for the Base Year are higher than the Operating Expenses for a subsequent year.

Landlord shall, within one hundred twenty (120) days after the close of any calendar year for which additional Rent is due under the provisions of this paragraph, give a written statement to Tenant showing computations for additional Rent due (the "Operating Expenses Adjustment Statement"), except that Landlord may, at Landlord's option, give Tenant a written statement showing the computation of any additional Rent due by reason of an increase in the Operating Expenses referred to in subparagraph f of this paragraph 6 within thirty (30) days after receipt by Landlord of tax or assessment statements enabling Landlord to determine the amount of additional Rent attributable to or resulting therefrom. Tenant shall have the right to inspect Landlord's books and records showing the Operating Expenses for such calendar year and the annual operating statement or Operating Expenses Adjustment Statement shall be deemed approved unless protested in writing within thirty (30) days after receipt by Tenant. Tenant shall make full payment of such additional Rent to Landlord within thirty (30) days after receipt of the Operating Expenses Adjustment Statement for additional Rent. The amount of any such increase, as determined above, shall be used as an estimate for the current year and the amount of such increase shall be divided into twelve (12) equal monthly installments and Tenant shall pay to Landlord, concurrently with the next regular monthly Rent payment due following the receipt of said Operating Expenses Adjustment Statement, an amount equal to one (1) monthly installment multiplied by the number of months from January in the calendar year in which said Operating Expenses Adjustment Statement is submitted to the month of such payment, both months inclusive. Subsequent installments shall be payable concurrently with the regular monthly Rent payments for the balance of that calendar year and shall continue until the next statement for Operating Expenses Adjustment Statement is rendered. If the next or any succeeding comparison year the Operating Expense Adjustment Statement reflects an increase due from Tenant, then upon receipt of the Operating Expenses Adjustment Statement from Landlord, Tenant shall pay a lump sum equal to such total increase in Operating Expenses for the comparison year over the Base Year, less the total of the monthly installments of estimated increases paid in the comparison year, and the estimated monthly installments to be paid for the next year, shall be adjusted to reflect such increase. If in any year the Tenant's share of Operating Expenses is less than the preceding year (after the second year), then upon receipt of Landlord's statement, any overpayment made by Tenant on the monthly installment basis provided above shall be credited towards the next monthly Rent due.

Additional Rent due by reason of the provisions of this paragraph is due and payable even though it may not be calculated until subsequent to the termination date of the Lease; the Operating Expenses for the calendar year during which the Lease terminates shall be pro-rated according to that portion of said calendar year that this Lease was actually in effect. Tenant expressly agrees that Landlord, at Landlord's sole discretion, may apply the Security Deposit specified in Paragraph 5 hereof, if any, in full or partial satisfaction of any additional Rent due for the final months of this Lease by reason of the provisions of this paragraph. If said Security Deposit is greater than the amount of any such additional Rent and there are no other sums or amounts owed Landlord by Tenant, by reason of any other terms, provisions, covenants or conditions of this Lease, then Landlord shall refund the balance of said Security Deposit to Tenant as provided in Paragraph 5 hereof. Nothing herein contained shall be construed to relieve Tenant, or imply that Tenant is relieved of the liability for, or the obligation to pay, any additional Rent due for the final months of this Lease by reason of the provisions of this paragraph if said Security Deposit is less than such additional Rent, nor shall Landlord be required to first apply said Security Deposit to such additional Rent if there are any other sums or amounts owed Landlord by Tenant by reason of any other terms, provisions, covenants or conditions of this Lease.

7. SERVICES Landlord shall furnish the following services to Tenant:

a. Cleaning services deemed by Landlord to be normal and usual in a comparable building, on Monday through Friday during hours to be determined by Landlord, except that shampooing of carpet as required by Tenant shall be at Tenant's expense.

b. Automatically operated elevator service, public stairs, electrical current for lighting, incidentals, and normal office use, and water at those points of supply provided for **the Leased**

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Premises, and the general use of its tenants at all times and on all days throughout the year.

c. Air-conditioning on Monday thru Friday from 7:00am to 7:00pm and Saturday from 8:00am to 3:00pm upon request, except Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. Landlord shall also furnish air-conditioning at such times as are not provided for herein, provided Tenant gives written request to Landlord before 12:00pm on the business day preceding the extra usage and if Tenant requires air-conditioning during such hours, Tenant shall be billed for such service at the rate of \$50.00 per hour per unit and said rate may be changed with thirty (30) days prior written notice.

No electric current shall be used except that furnished or approved by Landlord, nor shall electric cable or wire be brought into the Leased Premises, except upon written consent and approval of Landlord. Tenant shall use only office machines and equipment that operates on the Building's standard electric circuits, but which in no event shall overload the Building's standard electric circuits from which Tenant obtains electric current. Any consumption of electric current in excess of that considered by Landlord to be used, normal and customary for all tenants, or which require special circuits or equipment (the installation of which shall be at Tenant's expense after approval in writing by Landlord), shall be paid for by Tenant as additional Rent paid to Landlord in an amount to be determined by Landlord based upon Landlord's estimated cost of such excess electric current consumption or based upon the actual cost thereof if such excess electric current consumption is separately metered.

Such services shall be provided as long as Tenant is not in default under any of the terms, provisions, covenants, and conditions of this Lease. In no event shall Landlord be liable for any interruption or failure in the supply of any such utilities or services to Tenant or the Leased Premises, nor shall any such failure or interruption constitute an actual or constructive eviction of Tenant from the Leased Premises or result in or give rise to any abatement in any Rent received hereunder.

8. REAL ESTATE TAXES

a. The Operating Expenses shall be increased for each calendar year (hereinafter referred to as the comparison year or years) following the last full calendar year (hereinafter referred to as base year) prior to the calendar year during which the term of this Lease commences (hereinafter referred to as first year) by Tenant's prorata share of any increase for the comparison year over the base year in the amount of real estate taxes incurred or accrued by Landlord relating to the land and Property on which the Leased Premises is a part. (Refer to Paragraph 6)

b. During the first and last year of this Lease, Tenant shall only pay such increase for the fraction of the portion of the year during which the Tenant occupies the Leased Premises. Any increase that cannot be determined upon termination of the Lease Term shall be estimated by the Landlord based upon the previous year's increase at the expiration of the Lease and may be deducted from the Security Deposit.

9. IMPROVEMENTS TO LEASED PREMISES. Landlord will complete the improvements to the Leased Premises substantially in accordance with the plans and specifications to be approved by both Tenant and Landlord utilizing building standard materials and color choices, and pursuant to the Floor Plan and description of improvements attached hereto as Exhibit "A". Landlord will be responsible for any and all applicable governmental code and permitting compliance for all improvements. Landlord shall complete the Tenant improvements on or before the Lease Commencement Date of July 1, 2013, and any improvements requiring interior remodeling and permits shall be completed by Landlord no later than July 22, 2013 with all work to be performed after business hours and on weekends so as to minimize disruption of Tenant's use and occupancy of the Premises. The locker room/bathroom improvements shall be completed by Landlord on or before August 31, 2013. Landlord shall obtain any and final inspections and Certificates of Occupancy for all improvements to the Premises requiring permits no later than August 31, 2013.

All improvements made to the Leased Premises shall, at the sole option of Landlord, be the

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property of the Landlord during the Lease Term and/or remain the property of the Landlord upon termination of this Lease.

10. DELAY IN POSSESSION. If the Landlord is unable to give possession of the Leased Premises on the Lease Commencement Date, by reason of the holding over of any prior Tenant or Tenants or for any other reason, an abatement or diminution of the Rent to be paid hereunder shall be allowed Tenant under such circumstances, but nothing herein shall operate to extend the Lease Term beyond the agreed expiration date, and said abatement in Rent shall be the full extent of Landlord's liability to Tenant for any loss or damage to Tenant on account of said delay in obtaining possession of the Leased Premises. If Landlord is unable to give possession of the Leased Premises to Tenant within ninety (90) days after the commencement of the Term of this Lease for any reason, then Tenant shall have the right to cancel this Lease by giving written notice of its intention to cancel this Lease to Landlord within ten (10) days after the expiration of said ninety (90) day period; and upon such cancellation, Landlord and Tenant shall each be released and discharged from all liability on this Lease. There shall be no delay in commencement of the Term of this Lease and/or payment of Rent where Tenant fails to occupy the Leased Premises when same are ready for occupancy, or where Landlord and/or Tenant has a delay in preparing the Leased Premises for occupancy by Tenant failing to promptly approve plans, make material or color selections, or make other decisions necessary for the preparation of the Leased Premises for occupancy. For the purpose of this paragraph, the Leased Premises shall be deemed completed and ready for occupancy by Tenant when the Supervising Architect and/or Landlord's Contractor certifies that the work required by Landlord by reason of Paragraph 9 has been substantially completed in accordance with said approved plans and specifications.

11. PRIOR OCCUPANCY. If Tenant, with Landlord's consent, shall occupy the Leased Premises prior to the beginning of the Lease Term specified in Paragraph 2 hereof, all provisions of this Lease shall be in full force and effect commencing upon such occupancy, and Rent for such period shall be paid by Tenant at the same rate herein specified. **Landlord shall allow early access to the Leased Premises so Tenant may install phone lines, computer wiring, furniture, and other miscellaneous office equipment/supplies. Notwithstanding the commencement date, all of the terms and provisions of this Lease between the parties, except as to rent and Landlord provided services, shall apply during Tenant's early access. Additionally, Landlord shall not be responsible for any damage to said personal property or any delays in the commencement date as a direct or indirect result of Tenant's early access to the premises. Any increase in cost of the Improvements to Leased Premises (build-out) caused by a direct or indirect result of Tenant's early access will be borne by Tenant.**

12. REPAIRS. By taking possession of the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises as being in good condition and repair and sanitary order. Tenant shall, at Tenant's sole cost and expense, keep and maintain the Leased Premises and all partitions, doors, fixtures, equipment and appurtenances thereof and improvements thereof, in good order, condition and repair and shall replace any of the same as required by Landlord, including but not limited to: door closures devices and other exterior openings; electrical, mechanical and electromotive installation, equipment and fixture, signs, placards, decoration advertising media of any type or every part thereof, and replace any and all broken glass caused by Tenant, its agents or invitees, in and about the Property, damage thereto from causes beyond the reasonable control of Tenant and ordinary wear and tear excepted. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Leased Premises to the Landlord in good condition, ordinary wear and tear and damages caused beyond the reasonable control of Tenant excepted. Except as specifically provided in another paragraph or addendum to this Lease, Landlord shall have no obligation whatsoever to alter, remodel, improve, repair, decorate or paint the Leased Premises or any part thereof and the parties hereto affirm that Landlord has made no representations to Tenant respecting the condition of the Leased Premises or the Property except as specifically herein set forth.

Notwithstanding the above provisions, Landlord shall repair and maintain the structural portions of the Property, including the roof and base building plumbing, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees or invitees, in which case Tenant shall pay to Landlord the reasonable cost of

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such maintenance and repairs. Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance for those items that Landlord is responsible to repair, unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. There shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Property or the Leased Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense, without the express written approval from Landlord, under any law, statute or ordinance now or hereafter in effect.

13. ALTERATIONS AND ADDITIONS. Except as set forth herein, Tenant shall not make or suffer to be made any alterations, additions or improvements to or of the Leased Premises or any part thereof without the prior written consent of Landlord. Any alterations, additions or improvements to or of said Leased Premises, including, but not limited to, carpeting, wall covering, paneling and built-in cabinet work, but excepting movable furniture, **personal property, removable equipment**, and trade fixtures, shall on the expiration of the Lease Term, at the sole option of Landlord, become a part of the Property and belong to the Landlord and shall be surrendered with the Leased Premises. Tenant must obtain the written consent of the Landlord prior to any alterations, additions or improvements to be made to the Leased Premises and of the contractor or person selected by Tenant to make same. All alterations, additions and improvements shall be made by Tenant at Tenant's sole cost and expense, **except as otherwise provided herein.** Upon the expiration or sooner termination of the Lease, Tenant shall, at Tenant's sole cost and expense, upon written demand by Landlord given at least thirty (30) days prior to the end of the Lease Term, forthwith and with all due diligence, remove **the bathrooms and showers in the two locker rooms**, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence at its sole cost and expense, repair any damage to the Leased Premises caused by such removal. **Notwithstanding the foregoing, Tenant shall, at its sole cost and expense, be permitted to install a security camera on the wall just outside the common area hallway glass door which shall not interfere with the door's operation. Additionally, Tenant shall be allowed to install, at its sole cost and expense, a lock and/or key pad on the hallway wall next to the glass door, so long as it is compliant with all governmental and city codes, including but not limited to ADA and Fire codes. Keyless exit push bar shall be required and lock must be keyed to building's master key system. The lock shall only be permitted so long as Tenant is the sole tenant on the floor.**

It is further agreed that this Lease is made by the Landlord and accepted by the Tenant with the distinct understanding and agreement that the Landlord shall have the right and privilege to make and build additions to the Property of which the Leased Premises are a part, and make such alterations and repairs to said Property as it may deem wise and advisable without any liability to the Tenant thereof. Landlord reserves all rights to the air space over the Leased Premises and the Property. Landlord reserves the right to use all areas of the Property to accommodate future construction activities in, around, over and under the Property.

14. LIENS. The Tenant herein shall not have any authority to create any liens for labor or material on the Landlord's interest in the Leased Premises and all persons contracting with the Tenant for the destruction or removal of any facilities or other improvements or for the erection, installation, alteration, or repair of any facilities or other improvements on or about the Leased Premises, and all materialmen, contractors, mechanics and laborers, are hereby charged with notice that they must look only to the Tenant and to the Tenant's interests in the Leased Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Tenant.

Tenant further agrees that Tenant will pay all liens of contractors, subcontractors, mechanics, laborers, material men, and other items of like character, and will indemnify Landlord against all expenses, costs and charges, including bond premiums for the release of liens and attorneys' fees reasonably incurred in and about the defense of any suit to discharge the said Leased Premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Tenant. In the event any such lien shall be made or filed, Tenant shall bond against or discharge the same within ten (10) days after the same has been made or filed. It is understood and agreed between the parties hereto

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that the expenses, costs and charges above referred to shall be considered as Rent due and shall be included in any lien for Rent.

15. CHARGES FOR SERVICES. It is understood and agreed upon between the parties hereto that any charges against Tenant by Landlord for services or for work done on the Leased Premises by order of Tenant, or otherwise accruing under this Lease, shall be considered as Rent due and shall be included in any lien for Rent.

16. QUIET POSSESSION. Upon payment by Tenant of the Rent herein provided, and upon observance and performance of all terms, provisions, covenants and conditions on Tenant's part to be observed and performed, Tenant shall, subject to all of the terms, provisions, covenants and conditions of this Lease Agreement, peaceably and quietly hold and enjoy the Leased Premises for the Lease Term hereby demised.

17. PAYMENT. Tenant agrees that Tenant will promptly pay said Rent at the times and place stated herein; that Tenant will pay charges for work performed on order of Tenant, and any other charges that accrue under this Lease. Any payment due to Landlord under the terms of this Lease shall be deemed to be Rent and/or additional Rent.

18. PERSONAL PROPERTY TAXES. Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable or arise during the Lease Term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures and personal property located in the Leased Premises.

19. USE. Tenant shall use the Leased Premises for Governmental and Administrative Offices, Public Services and Uses, for City of North Bay Village, and Offices for City of North Bay Village Police Department and shall not use or permit the Leased Premises to be used for any other purpose without the prior written consent of Landlord.

Tenant shall not do or permit anything to be done in or about the Leased Premises or the Property, nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire, flood, hazard, casualty, liability or other insurance upon the Property or any of its contents, or cause cancellation of any insurance policy covering said Property or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Leased Premises or the Property which will in any way obstruct or interfere with the rights of other Tenants or occupants of the Property or injure or annoy them or use or allow the Leased Premises or the Property to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Leased Premises or the Property. Tenant shall not commit or suffer to be committed any waste in or upon the Leased Premises or the Property.

20. INSURANCE. If the Landlord's insurance premiums exceed the standard premium rates because the nature of Tenant's operation results in extra-hazardous exposure, then Tenant shall, upon receipt of appropriate invoices from Landlord, promptly reimburse Landlord for such increase in premiums. It is understood and agreed between the parties hereto that any such increase in premiums shall be considered as additional Rent and shall be included in any lien for Rent. **Upon written request of Tenant, Landlord shall provide Tenant with a copy of its policies so long as Tenant is not in default of the Lease.**

21. INDEMNIFICATION OF LANDLORD. Tenant hereby indemnifies and holds Landlord harmless from and against suits, claims, losses, liabilities, actions, damages and expenses including but not limited to loss of life, bodily or personal injury, property damage or loss of income which may arise against Landlord and be in favor of any persons, firms or corporations, for any injuries or damages to the person or property of any persons, firms or corporations, consequent upon or arising from the use or occupancy of said Leased Premises by Tenant, or consequent upon or arising from any acts, omissions, neglect or fault of Tenant, its agents, servants, employees, licensees, visitors, customers, patrons or invitees, or consequent upon or arising from Tenant's failure to comply with any laws, statutes, ordinances, codes or regulations as herein provided; from any occurrence in, upon or at the Leased Premises or the occupancy or use by Tenant of said Leased

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Premises or the Property, or any part thereof. Tenant shall store its property and occupy the Leased Premises at its own risk, and releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage. Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's merchandise or equipment, fixtures or other personal property of Tenant or to Tenant's business; and Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises. Landlord shall not be responsible or liable for any defect, latent or otherwise, in any building, roof, equipment, machinery, utilities, appliances or apparatus therein. Nor shall Landlord be responsible or liable for any injury, loss or damage to any person or to any property of Tenant or other person caused by or resulting from bursting, breakage, leakage, steam, running or the overflow of water from the roof or sewage in any part of said premises or for any injury or damage caused by or resulting from Acts of God. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Leased Premises or the Property or of defects therein or in any fixtures or equipment. In case Landlord shall, upon the fault of Tenant, be made a party to any litigation commenced by or against Tenant, then Tenant shall, at its own cost and expense, defend any such suits or actions, and if Tenant fails to do so, Landlord may, at the cost and expense of Tenant and upon prior written notice to Tenant, defend any such suits or actions. In the event that fault is apportioned between Landlord & Tenant than Tenant shall reimburse Landlord for the portion of Landlord's cost and expenses attributable to the percentages of Tenant's fault. Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in enforcing the terms of this Lease. **Notwithstanding anything to the contrary contained herein, Tenant's indemnification shall not extend to the gross negligence of Landlord.**

In the event Tenant has subsidiaries or intends to operate more than one business from the Leased Premises; which occupy the leased space; or leases part of the premises to a subtenant with Landlord's prior written consent as otherwise required under the terms of this lease (hereinafter these entities whether legally related or not shall be referred to as "related entities"); it is hereby understood and agreed that Tenant shall secure whatever occupational licenses and permits may be deemed necessary for said related entities and shall guarantee compliance on behalf of said related entities as to all governmental regulations that may affect, directly or indirectly, the operation of said related entity.

Furthermore, Tenant shall secure liability coverage for all related entities in an amount of not less than that required from Tenant under the terms and conditions of this Lease. These related entities shall be named additional insureds under the Tenant's policy of insurance or proof that such related entity has a separate liability policy in compliance with the terms and conditions set forth in this lease and shall be supplied to Landlord upon the execution of this Lease but in no event later than concurrent with the related entity's occupation of the Leased Premises. Said entities and all subsidiaries shall be subject to and comply with all provisions herein.

Tenant shall indemnify and hold Landlord harmless from any and all liability which may arise as a result of the operation of said related entities. In addition, Tenant indemnifies and holds Landlord harmless from any and all liability for actions brought against Landlord by any individual or entity as a result of the operation or negligence of any related entity, their agents, servants, employees, licensees, visitor, customers, patrons, or invitees.

22. TENANT'S INSURANCE COVERAGE.

a. Tenant agrees that, at all times during the Lease Term (as well as prior and subsequent thereto if Tenant or any of Tenant's agents should then use or occupy any portion of the Leased Premises), it shall keep in force, with an insurance company licensed to do business in the State of Florida, and acceptable to Landlord, comprehensive general liability insurance, including property damage, in the amount of not less than One Million Dollars (\$1,000,000.00) and property damage insurance, including improvements and betterment insurance, with limits of not less than the full replacement value of Tenant's improvements to the Leased Premises (without deductible in so far as liability coverage is concerned and with not more than Five thousand Dollars (\$5,000.00)

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deductible in so far as property damage is concerned). Such policies shall: (1) include Landlord as an additional insured, (2) be considered primary insurance, (3) include within the terms of the policy or by contractual liability endorsement coverage insuring Tenant's indemnity obligations under paragraph 21, and (4) provide that it may not be canceled or changed without at least thirty (30) days prior written notice to Landlord from the company providing such insurance. Tenant will also maintain throughout the Lease Term worker's compensation insurance with not less than the statutory limits of coverage, and (5) shall include coverage for assault and battery. **Notwithstanding the foregoing, Landlord acknowledges and agrees that Tenant is a municipality and as such Landlord will be named as a Certificate Holder on all insurance policies, not as an Additional Insured.**

b. The insurance coverages to be provided by Tenant will be for a period of not less than one (1) year. At least fifteen (15) days prior to the Lease Commencement Date, Tenant will deliver to Landlord original certificates of all such paid-up insurance; thereafter, at least fifteen (15) days prior to the expiration of any policy, Tenant will deliver to Landlord such original certificates as will evidence a paid-up renewal or new policy to take the place of the one expiring.

23. SUBROGATION. Each party will look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Tenant hereby waives and releases all rights of subrogation under Tenant's insurance policies discussed in Paragraph 22 and Tenant will cause each such insurance policy to be properly endorsed to evidence such waiver and release of subrogation in favor of Landlord.

24. RISK OF LOSS OF PERSONAL PROPERTY. All personal property, including removable trade fixtures, placed or moved into the Leased Premises or Property shall be at the sole risk of the Tenant or other owner of such personal property. Neither Landlord nor Landlord's property manager shall be liable to Tenant or others for any damage or loss of personal property or fixtures arising from theft, vandalism, HVAC malfunction, electrical malfunction, bursting or leaking of water or sewer pipes, or any act or omission of any other Tenant or occupant of the building or any other person or entity.

25. ASSIGNMENT AND SUBLETTING. Tenant shall neither voluntarily nor by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Leased Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other persons (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Leased Premises, or any portion thereof without the prior written consent of Landlord, which consent will not be unreasonably withheld by the Landlord. If Tenant desires to assign or sublet all or a portion of the Leased Premises, Tenant shall first advise Landlord in writing of the name, proposed use of Leased Premises and such financial information as Landlord may reasonably require applicable to the proposed assignee or subtenant. Tenant shall also accompany such request for consent with a copy of the proposed assignment or sublease any other agreements to be entered into concurrently with such assignment or sublease. It shall not be unreasonable for Landlord to withhold consent if the reputation, financial responsibility or business of proposed assignee or subtenant is reasonably unacceptable to Landlord or if the intended use by the proposed assignee or subtenant is not to the use of the Leased Premises authorized Tenant by the provisions of this Lease or if the proposed assignee or subtenant is a present or former Tenant of the Property. Landlord may charge an assignment fee not to exceed **three (3)** months Rent. A transfer of ten percent (10%) or more of any interest in the Tenant's entity or this Lease (whether by stock, partnership interest or otherwise) will be deemed an assignment of this Lease. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by any other person. Any assignment or subletting without written consent shall be void, and shall, at the option of the Landlord, constitute a default under this Lease. In the event the Landlord consents to any such assignment or subletting, it shall also have the right to amend the terms and conditions of the Lease to reflect current market conditions.

If this Lease is assigned, or if the Leased Premises or any part thereof is sublet or occupied by

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anybody other than the Tenant, the Landlord may, after default by the Tenant, collect or accept Rent from the assignee, subtenant, or occupant and apply the net amount collected or accepted to the Rent herein reserved, but no such collection or acceptance shall be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as Tenant, nor shall it be construed as or implied to be, a release of the Tenant from further observance and performance by the Tenant of the terms, provisions, covenants and conditions of this Lease.

In the event part of the Leased Premises are assigned or sublet, the Tenant shall comply with all indemnification provisions regarding related entities as set forth in paragraph 21 of this Lease as to such subtenant or assignee. In the event of any assignment or subletting of the entire leased premises, then the new Tenant shall comply with all indemnification provisions for related entities as set forth in paragraph 21 herein. Nothing contained herein shall preclude the requirement that the Tenant obtain the Landlord's prior written consent to sublet any part of the Leased Premises or to assign any part of this Lease.

26. SUCCESSORS AND ASSIGNS. All terms, provisions, covenants and conditions to be observed and performed by Tenant shall be applicable to and binding upon Tenant, its heirs, successors and/or assigns, subject, however, to the restrictions as to assignment or subletting by Tenant as provided herein. All expressed covenants of this Lease shall be deemed covenants running with the land.

27. ESTOPPEL CERTIFICATE. Tenant agrees that from time to time, upon not less than five (5) business days prior written request by Landlord, Tenant will deliver to Landlord a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the rent and other charges have been paid; and (c) that Landlord is not in default of any provisions of this Lease, or if in default, the nature thereof in detail; and such additional information as Landlord or Landlord's lender may reasonably request. If Tenant fails to timely deliver such statement, Tenant shall be deemed to have acknowledged that the matters contained in the Estoppel Certificate as completed by Landlord on behalf of Tenant are true and correct.

28. SUBORDINATION. Tenant shall acknowledge that this Lease shall be subordinate to any mortgages, now or hereafter encumbering the Property or any part or component thereof, and to all advances made upon the security thereof. This shall be self-operative and no further instrument of subordination shall be deemed necessary by any mortgagee. However, Tenant shall, upon request of any party in interest, execute promptly any reasonable instrument or certificate of subordination of this Lease. If Tenant fails to execute and deliver such instruments within five (5) business days after receipt of a request by Landlord, Tenant hereby irrevocably constitutes and appoints Landlord as its attorney-in-fact to complete, execute and deliver the instruments on its behalf.

If the Property and/or Leased Premises are at any time subject to a mortgage, and Tenant has received written notice from mortgagee of same, then in any instance in which Tenant gives notice to Landlord alleging default by Landlord hereunder, Tenant will also simultaneously give a copy of such notice to each Landlord's mortgagee, and each Landlord's mortgagee, shall have the right (but not the obligation) to cure or remedy such default during the period that is permitted to Landlord hereunder, plus an additional period of thirty (30) days, and Tenant will accept such curative or remedial action (if any) taken by Landlord's mortgagee with the same effect as if such action had been taken by Landlord.

29. ASSIGNMENT BY LANDLORD. If the interests of Landlord under this Lease shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Leased Premises, Tenant shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the Landlord under this Lease, and Tenant does hereby agree to attorn to the Purchaser, including the mortgagee under any such mortgage if it be the Purchaser, as

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its Landlord, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the Landlord under this Lease. The respective rights and obligations of Tenant and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of Landlord's interests, Landlord shall be released and relieved from all liabilities and responsibility to Tenant thereafter accruing under this Lease or otherwise and Landlord's successor by acceptance of rent from Tenant hereunder shall become liable and responsible to Tenant in respect to all obligations of the Landlord under this Lease.

30. FIRE AND CASUALTY: If the Leased Premises shall be partially damaged by any casualty insured under Landlord's insurance policy, Landlord shall, within a reasonable time after receipt of the insurance proceeds, repair the same and all Rent shall be abated as to that portion of the Leased Premises rendered untenable. If the Leased Premises are rendered wholly untenable or if seventy-five percent (75%) of the Property is damaged to such an extent that the Property is uninhabitable in the sole judgment of the City of North Bay Village, then Landlord may elect to repair the damage in which case Rent shall cease until such time is as the Leased Premises shall become tenable, or Landlord may cancel this Lease by notice of cancellation within sixty (60) days after such event and thereupon this Lease shall expire and Tenant shall vacate and surrender the Leased Premises to Landlord. Tenant's liability for Rent upon the termination of this Lease by Landlord pursuant to this paragraph shall cease the day following the event or damage. Unless this Lease is terminated by Landlord, the proceeds of all of Tenant's insurance claims shall be held in escrow by Landlord's agent for the purpose of repair and replacement. In the event Landlord elects to repair the damage, any abatement or cessation of Rent shall end five (5) days after completion and notice by Landlord to Tenant that the Leased Premises have been repaired, notwithstanding any provision to the contrary contained herein. The parties agree to negotiate the amount of the Rent (plus additional Rent) in the event the Leased Premises are partially destroyed. If any damage is caused by the negligence, gross negligence, willfulness, maliciousness, wantonness or recklessness of Tenant or its employees, agents, invitees, customers, patrons, contractors, guest's servants, said damage shall be promptly repaired by Tenant and there shall be no abatement of Rent.

31. EMINENT DOMAIN. If all of the Leased Premises is taken or condemned for any public or quasi-public use, or so much of the Leased Premises is taken that Landlord, in Landlord's sole discretion, cannot make the Leased Premises reasonably suitable for the use for which they are rented, then, in either event, this Lease shall terminate, at the option of either party, on the date that title vests in the condemning authority. If this Lease is terminated under the provisions of this paragraph, rent shall be apportioned and adjusted as of the date of termination. Tenant shall have no claim against Landlord or against the condemning authority for the value of its leasehold estate or for the value of the unexpired Lease Term. If there is a partial taking of the Leased Premises or the Property and this Lease is not thereby terminated under the provisions of this paragraph, then, at the option of the Landlord, this Lease shall remain in full force and effect, and the Landlord shall, within a commercially reasonable time, repair and restore the remaining portion of the Leased Premises, should they be affected, to the extent necessary to render the same reasonably suitable for the use for which they are rented. Such work shall not exceed the scope of the work required to be done by Landlord in originally constructing the Property or the Leased Premises. Rent shall be prorated according to the portion of the Leased Premises which are still usable and Landlord shall not be required to expend more than the net proceeds of the condemnation award which are attributable to implementation of the cure paid to Landlord. All compensation awarded or paid upon a total or partial taking of the Leased Premises or the Property shall belong to and be the property of the Landlord without any participation by Tenant. Nothing herein shall be construed to preclude Tenant from prosecuting any claims directly against the condemning authority for business damages and cost of removal of trade fixtures, furniture and other personal property belonging to Tenant; provided however, that no such claim shall diminish or adversely affect Landlord's award. After any partial taking of the Leased Premises which does not result in the termination of this Lease, the Base Rental for the remainder of the Lease Term shall be reduced by the same percentage that the floor area of the space taken bears to the usable square feet in the entire Leased Premises.

32. LANDLORD'S LIEN. In addition to any statutory lien for Rent in Landlord's

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favor, Landlord shall have and Tenant hereby grants to Landlord a continuing security interest for all Rent, additional Rent, and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper, licenses and other personal property of Tenant situated on the Leased Premises and such property shall not be removed therefrom without the consent of Landlord until all arrearages in Rent, additional Rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged. In the event of a default under this Lease, Landlord shall have, in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation the right to sell the property at public sale upon providing the notice called for by the Uniform Commercial Code or if none is required then five (5) days notice to Tenant. Tenant hereby agrees that this Lease shall constitute a security agreement and further agrees to execute such financing statements and other instruments necessary or desirable in Landlord's discretion to perfect the security interest hereby created. Any statutory lien for Rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.

33. DEFAULT. The occurrence of any one or more of the following events will constitute a default hereafter; (a) Tenant vacates or abandons the Leased Premises for more than fifteen (15) days; (b) Tenant fails to make any payments within 5 days after the due date; (c) Tenant fails to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant other than non-payment of sums due hereunder, and Tenant fails to cure such default within 15 days after notice thereof in writing to Tenant or if such default cannot be reasonably cured within 15 days, unless Tenant begins such cure within 15 days and diligently pursues such cure; however in no event shall the time to cure exceed sixty (60) days; or (d) Tenant petitions to be, or is declared bankrupt, or insolvent according to law, or if a receiver be appointed for Tenant, or for all or a substantial portion of its property, or if an assignment for the benefit or creditors is made by Tenant. Landlord's acceptance of payment, in whole or in part, from Tenant does not constitute a waiver of any of Landlord's rights under this Lease or provided by Florida Law.

Landlord and Tenant agree that, should Tenant lease additional space in the Property or if Tenant is presently leasing such additional space, a default under this Lease between Landlord and Tenant shall constitute a default of Tenant under all leases with Landlord, and Landlord may take any action with respect to any or all Leases as Landlord, at its sole option, may elect.

34. REMEDIES IN EVENT OF DEFAULT. Upon the occurrence of any one or more such events of default, Landlord may, at its election, exercise any one or more of the following options:

a. Terminate Tenant's right to possession under this Lease and re-enter and take possession of the Leased Premises and re-let or attempt to re-let said Leased Premises on behalf of the Tenant, at such rent and under such terms and conditions as Landlord may deem best under the circumstances for the purpose of reducing Tenant's liability, and Landlord shall not be deemed to have accepted a surrender of the Leased Premises, and Tenant shall be liable for all Rent which may be or become due under this Lease and for all damages suffered by Landlord because of Tenant's breach of any of the covenants of this Lease. At any time during such repossession or re-letting, Landlord may, by delivery of written notice to Tenant, elect to exercise its option under the following subparagraph to accept a surrender of the Leased Premises, terminate and/or cancel this Lease and take possession and take possession and occupancy of the Leased Premises;

b. Declare this Lease to be terminated, and take possession of the Leased Premises whereupon the term hereby granted and all rights, title and interest of Tenant in and to the Leased Premises shall end. Such termination shall be without prejudice to Landlord's right to collect from Tenant any rental which has accrued prior to such termination, together with all damages suffered by Landlord because of Tenant's breach of any covenant of the Lease;

c. Declare the entire remaining unpaid Rent for the balance of this Lease and any rental abatement previously given shall be nullified and all shall be immediately due and payable forthwith, and at once take action to recover and collect same, either by distress or otherwise; and/or

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d. Exercise any and all rights and privileges that Landlord may have under the laws of the State of Florida, and/or of the United States of America.

The exercise by Landlord of any one or more of the options provided to it under this Lease shall not affect Landlord's right to exercise any of its other options contained in this Lease or provided by law.

e. Landlord will store Tenant's property left in the Leased Premises, at Tenant's expense, for a period of fifteen (15) days after which time Landlord shall have the right to sell the property at public or private sale and apply the proceeds of any such sale, first to the cost of storage and then to any amount due Landlord from Tenant. Any excess proceeds shall be delivered to Tenant's last known address.

35. ATTORNEYS' FEES. The prevailing party shall be reimbursed for all costs, including but not limited to, reasonable attorneys' fees incurred for negotiation, mediation, arbitration, written and verbal communications, correspondence, interpretation, research, all pre-trial matters, trial, all post-trial matters, all appellate levels, collections, enforcement of judgments and expenses, incurred in any litigation arising from this Lease.

36. ENTRY BY LANDLORD. Tenant shall have the right to restrict access to certain areas for the protection of confidential information. However, Landlord shall be granted access to inspect entire premises during regular business hours with 24 hours advance written notice to Tenant, unless in the case of an emergency wherein no notice shall be required. Landlord reserves and shall at any and all times have the right, upon 24 hours notice to Tenant prior to said entry; unless in case of emergency wherein no notice shall be required, to enter the Leased Premises, inspect the same, supply janitorial service and any other service to be provided by Landlord to Tenant hereunder, to submit said Leased Premises to prospective purchasers or Tenants, to post notices of non-responsibility, and to alter, improve or repair Leased Premises and any portion of the Property that Landlord may deem necessary or desirable, without abatement of Rent and may for the purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Leased Premises shall not be blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claims for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Leased Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Leased Premises without liability to Tenant. Any entry to the Leased Premises obtained by Landlord by any of said means, or otherwise shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of Tenant from the Leased Premises or any portion thereof.

37. COMPLIANCE WITH LAW. Tenant shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which shall impose any duty upon Landlord or Tenant with respect to the use, occupation or alteration of the Leased Premises. Tenant shall procure at its sole expense any permits and licenses required for the transaction of business in the Leased Premises. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

38. COMMON AREAS. In addition to the Leased Premises, Tenant has the right to

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use, in common with others, the public entrances and walkways of the Property. Such common areas serving the Property will at all times be subject to Landlord's exclusive control and management. Landlord shall have the full right and authority to make and enforce rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas.

39. SURRENDER OF PREMISES. Tenant agrees to surrender to Landlord at the end of the Lease Term and/or upon cancellation of this Lease, said Leased Premises in as good condition as said Leased Premises were at the beginning of the rent commencement date as shown in paragraph 3, ordinary wear and tear excepted unless expressly provided otherwise herein. Tenant agrees that it will give thirty (30) days prior written notice to Landlord of its intent to vacate the Leased Premises. Tenant agrees that if Tenant does not surrender said Leased Premises to Landlord at the end of the Lease Term, then Tenant will pay to Landlord all damages that Landlord may suffer on account of Tenant's failure to so surrender to Landlord possession of said Leased Premises, and will indemnify and save Landlord harmless from and against all claims made by any succeeding Tenant of said Leased Premises against Landlord on account of delay of Landlord in delivering possession of said Leased Premises to any succeeding Tenant so far as such delay is occasioned by failure of Tenant to so surrender said Leased Premises in accordance herewith or otherwise.

No receipt of money by Landlord from Tenant after termination of this Lease or the service of any notice, demand, suit or judgment shall reinstate, continue or extend the Lease Term or affect any such notice, demand, suit or judgment.

No act or thing done by Landlord or its agent during the Lease Term hereby granted shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept a surrender of the Leased Premises shall be valid unless it be made in writing and subscribed by a duly authorized officer or agent of Landlord.

40. HOLDING OVER. If Tenant remains in possession of the Leased Premises or any part thereof after the expiration of the Lease Term hereof, without the written consent of Landlord, Tenant shall be a Tenant at will and such tenancy shall be subject to all the provisions of this Lease except that the monthly rental shall be double the monthly Rent payable for the last month immediately preceding said holding over for which the full amount of Rent was due, and, in addition thereto, Tenant shall pay to Landlord all consequential damages sustained by reason of the Tenant's retention of possession. If Tenant remains in possession of the Leased Premises or any part thereof after the expiration of the Lease Term hereof, with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of the last monthly Rent for which the full amount of Rent was due, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month to month tenancy. The provisions of this paragraph shall not be construed as a consent by Landlord to the possession of the Leased Premises by Tenant after the expiration of the Lease Term, and shall not be deemed to limit or exclude any of Landlord's rights of re-entry or any other rights granted to Landlord hereunder or under law.

41. RULES AND REGULATIONS. Tenant agrees to conduct its business at all times in a high class reputable manner. Tenant agrees to comply with all applicable governmental laws, rules and regulations respecting the use of and operations and activities on the Leased Premises and the Property, including, sidewalks, streets, approaches, drives, and parking areas, and shall not make, suffer or permit unlawful, improper or offensive use of the Leased Premises or the Property or permit any public or private nuisance therein. Tenant shall not make any use of the Leased Premises or the Property which renders void or voidable any fire insurance policy or extended coverage insurance on the Property. Tenant agrees to pay any and all costs associated with the storage of flammable substances on same. Tenant shall not burn any trash of any kind in or about the Leased Premises or the Property. Tenant shall not display any merchandise or install any showcase, or other obstructions on the outside of the Leased Premises or in any adjacent sidewalks or passageways adjoining the Leased Premises or on the Property. Tenant shall maintain loudspeakers, noise-making devices in such manner so as to be audible only to anyone inside the Leased Premises.

Tenant agrees to comply with all reasonable rules and regulations Landlord may adopt from time to time for operation of the Property and parking areas and protection and welfare of Property and

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parking areas, its Tenants, visitors, and occupants. The present rules and regulations, which Tenant hereby agrees to comply with, entitled "Rules & Regulations" are attached hereto and are by this reference incorporated herein. Any future rules and regulations shall become a part of this Lease, and Tenant hereby agrees to comply with the same upon delivery of a copy thereof to Tenant providing the same are reasonable and do not deprive Tenant of its rights established under this Lease.

42. SIGNS. Landlord shall have the right to install signs on the interior and exterior of the Property and within the Leased Premises and/or change the Property's name or street address or the suite number of the Leased Premises. Landlord does not warrant or represent that Tenant shall be able to install or replace signs on or about the Leased Premises without the express written consent of Landlord. **Landlord agrees to allow Tenant to place signs in main lobby, in the 3rd floor lobby, and at exterior front north side, west end of the building in the same location as the prior tenant of the Leased Premises, at Tenant's sole cost and expense, and so long as is approved by all governing authorities, which includes State and County. The size, color, exact placement, and wording of said signs shall require Landlord's prior approval, which shall not be unreasonably withheld.**

43. NO RECORDATION. Neither this Lease nor any part hereof, nor any memorandum of same shall be recorded by Tenant in the public records, either by itself or as a part of any document. The violation of this provision by Tenant shall, at the option of Landlord, constitute a default under this Lease.

44. WAIVER OF TRIAL BY JURY. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant and Tenant's use of or occupancy of the Leased Premises. Tenant further agrees that it shall not interpose any counterclaim or counterclaims in a summary proceeding or in any action based upon non-payment of Rent or any other payment required of Tenant hereunder.

45. WAIVER. Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law and/or in equity. No waiver by Landlord of a default by Tenant shall be implied, and no express waiver by Landlord shall effect any default other than the default specified in such waiver and that only for the time and extension therein stated.

No waiver of any term, provision, condition or covenant of this Lease by Landlord shall be deemed to comply or constitute a further waiver by Landlord of any other term, provision, condition or covenant of this Lease. The rights and remedies created by this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to use another.

Notwithstanding anything to the contrary contained herein, in the event Tenant is in default under this lease, Landlord may, at its sole option, immediately or at any time thereafter, without waiving any claim for breach of agreement, and without notice to Tenant, cure such default for the account of Tenant. If Landlord shall institute an action or summary proceeding against the Tenant based upon such default, or if the Landlord shall cure such default(s) for the account of Tenant, the Tenant shall pay all costs and expenses incurred by Landlord in curing such defaults including reasonable attorneys' fees, including but not limited to those for all negotiations, correspondence, communications, mediation, arbitration, administrative proceedings, pre-trial, trial and post-trial matters, which sums, together with interest at the rate of fifteen (15%) percent per annum shall be due and payable on demand, and shall be deemed to be additional Rent. Landlord shall not be responsible to Tenant for any loss or damage resulting in any manner by reason of its undertaking any acts in accordance with the provisions of this Lease.

46. DEFAULT UNDER OTHER LEASE. If the term of any lease, other than this Lease, made by either the Tenant, principals of the Tenant or companies affiliated with the Tenants,

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for any other space in the Property shall be terminated or terminable after making of this Lease because of any default by either Tenant, principals of the Tenant or company affiliated with the Tenant under such other Lease, such default shall, ipso facto, constitute a default hereunder and empower Landlord, at Landlord's sole option, to seek the remedies set forth in Paragraph 34.

47. SEVERABILITY. If any term, provision, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term provision, covenant or condition of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

48. TIME. It is understood and agreed between the parties hereto that time is of the essence as to all the terms, provisions, covenants and conditions of this Lease. Whenever the consent of Tenant shall be required hereunder such consent shall not be unreasonably withheld or delayed.

49. DEFINITIONS AND PARAGRAPH HEADINGS. The terms Landlord and Tenant as herein contained shall include singular and/or plural, masculine, feminine, and/or neuter, heirs, successor, executors, administrators, personal representatives and/or assigns wherever the context so requires or admits. The terms, provision, covenants and conditions of this Lease are expressed in the total language of this Lease and the paragraph headings are solely for the convenience of the reader and are not intended to be all inclusive.

50. TENDER AND DELIVERY OF LEASE INSTRUMENT. Submission of this instrument for examination does not constitute an offer, right of first refusal, reservation or option for the Leased Premises or any other space in, on or about the Property. This Lease becomes effective as upon execution and delivery by both Landlord and Tenant.

51. JOINT OBLIGATION. If more than one Tenant is a party to this Lease, the obligations hereunder imposed upon Tenant's shall be joint and several.

52. AUTHORITY OF PARTIES. The parties warrant that the person or persons executing this Lease on behalf of such party have authority to do so and fully obligate such party to all terms and provision of this Lease. If either party to this Lease is an entity, each individual executing this Lease on behalf of said entity represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said entity, in accordance with a duly adopted resolution of the Tenant's Commission approving this Lease or of the board of directors of said entity or in accordance with the bylaws of said entity and that this Lease is binding upon said entity in accordance with its terms. Tenant warrants that it has the authority to and does hereby bind all related entities to the obligations of Tenant in the Lease.

53. LIABILITY OF LANDLORD. The liability of Landlord under this Lease is limited to Landlord's interest in the Property and land upon which it is situated, and any judgment against Landlord will be enforceable solely against Landlord's interest in said Property and land. If Landlord herein is a partnership, limited liability company or other entity, Tenant waives any and all rights to proceed against the individual partners, managers, members, officers, directors or shareholders of said entity.

54. NOTICES. Any notice given Landlord as provided for in this Lease shall be sent in writing and shall be sent to Landlord by personal delivery or by overnight delivery by nationally recognized overnight carrier, addressed to Landlord at Landlord's Property Management Office at the address listed below in this paragraph. Any notice to be given Tenant under the terms of this Lease shall be in writing and shall be sent by personal delivery or by U.S. Mail service or by overnight delivery by nationally recognized overnight carrier, to the office of Tenant in the Leased Premises in the Property at the address listed below in this paragraph. Notice delivered personally will be deemed to have been given as of the date of notice delivery and notices given by mail will be deemed to have been given twenty four (24) hours after the time said properly addressed notice is placed in

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the mail or with the nationally recognized overnight carrier. Either party, from time to time, by such notice, may specify another address to which subsequent notices shall be sent.

To Landlord: Causeway Tower, LLC
1666 Kennedy Causeway, #610
North Bay Village, FL 33141

To Tenant: North Bay Village
Attention: Village Manager
1666 Kennedy Causeway, #300
North Bay Village, FL 33141

With Copy to Tenant Attorney: Nina L. Boniske, Esq., Village Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., #700
Coral Gables, FL 33134

55. APPLICABLE LAW. The Lease shall be governed by the Laws of the State of Florida.

56. ADDENDUM OR RIDER. All Addenda, or Riders, if any signed by the Landlord and Tenant and endorsed on or affixed to this Lease are a part hereof. If there is a conflict between any such Addenda, or Riders, and the printed form of this Lease, the provisions of such Addenda, or Riders, shall supersede the printed form. Jurisdiction and venue for any dispute arising from this Lease shall be in Miami-Dade County, Florida.

57. FORM ALTERATIONS. Typewritten or handwritten changes or additions inserted herein shall supersede and control if they conflict with the printed Lease form. Any such changes or additions shall not be valid or enforceable unless initialed by both parties.

58. WRITTEN AGREEMENT. This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed and sealed by Landlord and Tenant. No surrender of the Leased Premises, or of the remainder of the terms of this Lease shall be valid unless accepted by Landlord in writing. Tenant acknowledges and agrees that Tenant has not relied upon any statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

59. BROKERS. Tenant warrants that it has no dealings with any real estate broker or agents in connection with the negotiation of this Lease, except for None. Tenant further warrants that it knows of no other real estate broker or agent, other than those who are named above, who is entitled to a real estate commission in connection with this Lease and Tenant agrees to indemnify Landlord against any claims for commission and expenses created by such claim by any other real estate broker or agent with whom the Tenant may have dealt or communicated.

60. ENVIRONMENTAL HAZARDS. The Tenant shall not store or dispose of any hazardous materials of any type in, on or about the Leased Premises, the Property, or adjacent thereto without Landlord's express written consent which may be withheld for any reason whatsoever in Landlord's sole and absolute discretion. Hazardous materials shall consist of those defined as such by any local, state or federal agency, or any other toxic, corrosive reactive or ignitable material. The Tenant shall document all hazardous waste disposal, if any, and keep the same on file for five (5) years and shall document the same by one of the following types of documentation: A hazardous waste manifest; a bill of lading from a bonded hazardous substance transporter showing shipment to a licensed hazardous waste facility; or a confirmation of receipt of material from a recycler, a waste exchange operation or other permitted hazardous waste management facility. Tenant agrees not to generate hazard effluent. Tenant shall allow reasonable access to facilities for monitoring of the above by Landlord, Miami-Dade County, DERM and the Florida DER and any other applicable or

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controlling governmental agency to assure compliance with the above as well as any other conditions relating to the use of the subject property.

Tenant shall immediately notify Landlord in writing of any (a) spill, release, discharge or disposal of any Hazardous Materials as defined hereinabove in, on, upon, adjacent to or under the Leased Premises or any other part of the Property by Tenant or its subtenant or any of their respective agents, employees, licensees, invitees or contractors (a "Hazardous Material Event"), (b) enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated or threatened by reason of a Hazardous Material Event, (c) claim made or threatened against Tenant, the Leased Premises or any other part of the Property in any way relating to a Hazardous Material Event and (d) reports made to any environmental agency arising out of or in any way connected with a Hazardous Material Event, including complaints, notices, warnings, reports or asserted violations in connection therewith. Tenant also shall supply to Landlord, as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to Hazardous Materials upon, in, on, adjacent to or under the Leased Premises or any other part of the Property and/or the use of the same by Tenant or its subtenant or any of their respective agents, employees, licensees, invitees or contractors.

61. **PARKING.** During the Lease Term, Tenant shall have the right to use its pro-rata share, 2.6/1000 square feet, of parking spaces in the parking areas adjacent to the Property (the "Parking Lot") for parking by Tenant's employees, agents, customers, invitees and guests. Such parking shall be free of charge. If, at any time, Landlord reasonably determines that Tenant's use of the Parking Lot has exceeded the number of parking spaces allocated to Tenant, Landlord shall give Tenant written notice and Tenant shall, at Tenant's risk and at Tenant's expense, make arrangements for employee parking at a site located off the Property sufficient to reduce Tenant's use of the Parking Lot to the required ratio. Landlord may designate the area within which cars may be parked, Landlord may reserve spaces for specific purposes or Tenants, and Landlord may change any and all parking space designations from time to time. Landlord may make, modify and enforce rules and regulations relating to the parking of vehicles in the Parking Lot, and Tenant shall abide by such rules and regulations. Tenant recognizes that vandalism, theft and other crimes commonly occur in parking lots and that the costs required to prevent all such occurrences would be prohibitive. Accordingly, Tenant acknowledges and agrees that all persons using the parking facilities do so at their own risk and that neither Landlord nor any firm that may operate or provide security services to the Property nor any of their respective officers, employees or agents shall have any liability whatsoever for any damages, losses, or injuries to person or property of any kind sustained as a result of any occurrences on the Property, excepting those caused by acts of gross negligence or willful misconduct on the part of the respective party.

Tenant shall be entitled to Eight (8) Covered and Sixteen (16) Not Covered parking spaces, numbers #26, 27, 29, 43, 45, 46, 47, 48 Covered and #1, 6, 7, 30, 95, 107, 108, 109, 110, 111, 112, 113, 121, 122, 126, 127 Not Covered as marked reserved parking spaces which is its pro-rata share. The appropriate numbered car stop will be marked with the word "Reserved". Tenant will be responsible for policing and stickering its reserved spaces. Landlord reserves the right to reassign reserved spaces at any time for any reason with 30 days notice to Tenant.

62. **INCREASED SECURITY:** If at any time(s), in Landlord's sole and absolute discretion, Landlord determines that, as a result of Tenant's business operations at the Leased Premises or upon the Property, it is necessary to provide increased security for the Leased Premises and/or the Property, then Landlord may require Tenant to immediately employ such person(s), firms, devices, etc., as Landlord deems sufficient to effect such security, for any period of time that Landlord deems such need to exist, and upon request, Tenant shall employ such person(s), firms, devices, etc., and Tenant shall pay all costs in connection therewith, as and when due. Such person(s), firms, devices, etc., will be subject to Landlord's prior written approval in each instance. In the event Tenant fails to employ such person(s), firms, devices, etc., then Tenant shall be in default and Landlord may employ such person(s), firms, devices, etc. at Tenant's expense, which costs shall be deemed additional Rent. Nothing herein will impose on Landlord the obligation at any time to effect security measures for the Leased Premises and/or the Property.

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63. SALE OR TRANSFER BY LANDLORD. In the event of a sale or conveyance by Landlord of the Property, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to the successor in interest of Landlord in and to this Lease for all responsibility. Tenant agrees to attorn to the purchaser or assignee in any such sale.

64. RADON GAS NOTIFICATION.

In compliance with Florida law, Landlord is required to provide the following notification:

"Radon Gas: Radon is 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 public health unit."

65. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA). Tenant shall be responsible for and shall bear all costs and expenses associated with any and all alterations to the Leased Premises which may be required by the ADA of 1990 and amendments thereto (hereafter "ADA"). Tenant shall indemnify and hold Landlord harmless from and against any and all costs incurred arising from the failure of the Leased Premises or the Property to conform to the ADA, including, the cost of making alterations, renovation, or accommodations required by the ADA, or any governmental enforcement agency, or any court, any and all fines, civil penalties, and damages awarded against Landlord resulting from a violation or violations of the ADA, and all reasonable costs incurred in defending claims made under the ADA, including reasonable attorneys' fees, including but not limited to those incurred by Landlord for all negotiations, correspondence, communications, mediation, arbitration, administrative proceedings, pre-trial, trial and post-trial matters.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

WITNESS AS TO TENANT:

TENANT:

CITY OF NORTH BAY VILLAGE

1 _____
Village Clerk

By: _____

Print Name & Title: _____

2 _____
2nd Witness

Approved as to Form and Legal Sufficiency:

Village Attorney

Print Name

WITNESS AS TO LANDLORD:

LANDLORD:

CAUSEWAY TOWER, LLC,
A Florida Limited Liability Company

1 _____

By _____

Print Name & Title: _____

2 _____

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RULES AND REGULATIONS

1. **Other than as set forth in the Lease or otherwise approved by Landlord**, no sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Property without the written consent of Landlord. Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord and in conjunction with all city and county code compliance.

Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Leased Premises; provided, however, that Landlord may furnish and install a Building standard window covering at all exterior windows. Tenant shall not without prior written consent of Landlord cause or otherwise unscreen any window.

2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed or used by them for any purposes other than for ingress and egress from their respective Leased Premises.

3. Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Leased Premises. Landlord may at all times keep a pass key to the Leased Premises. All keys shall be returned to Landlord promptly upon termination of this Lease. **Tenant shall have the right to restrict access to certain areas for the protection of confidential information. However, Landlord shall be granted access to inspect entire premises during regular business hours with 24 hours advance written notice to Tenant, unless in the case of an emergency wherein no notice shall be required.**

4. The bathrooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees shall have caused it.

5. Tenant shall not overload the floor of the Leased Premises or in any way deface the Leased Premises or the Property.

6. No furniture, freight or equipment of any kind shall be brought into the Property without the prior notice to Landlord and all moving of the same into or out of the Property shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Property and also the times and manner of moving the same in and out of the Property. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damages done to the Property by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant.

7. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Leased Premises or the Property, or permit to suffer the Leased Premises or the Property to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Property by reason of noise, odors and/or vibrations, or interfere in any way with other Tenant's or those having business therein, nor shall any animals or birds be brought in or kept in or about the Leased Premises or the Property.

8. No cooking shall be done or permitted by any Tenant on the Leased Premises, nor shall the Leased Premises be used for storage of merchandise, for washing clothes, for lodging, or for

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any improper, objectionable or immoral purpose. **Notwithstanding the above, Tenant shall have the right to install vending machines and maintain a kitchen which may contain a microwave oven and coffee machines within the Leased Premises.**

9. Tenant shall not use or keep in the Leased Premises or the Property any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.

10. Landlord will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of telephones, call boxes and other office equipment affixed to the Leased Premises shall be subject to the approval of Landlord. **Tenant shall have the right to run computer and telephone wires to network its computer and telephone systems.**

11. On Saturdays, Sundays and legal holidays, and on other days between the hours of 5:30pm and 8:00am the following day, access to the Property, or to the halls, corridors, elevators or stairways in the Property, or to the Leased Premises may be refused unless the person seeking access is known to the person or employee of the Property in charge and has a pass or is properly identified. The Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Property of any person. In case of invasion, riot, mob, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Property during the continuance of the same by closing of the doors or otherwise, for the safety of the Tenant's and protection of property in the Property and the Property itself. **Notwithstanding the above, Tenant shall have the right of access and use of their Leased Premises 24 hours per day and 7 days per week.**

12. Landlord reserves the right to exclude or expel from the Property any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Property.

13. No vending machine or machines of any description shall be installed, maintained or operated upon the Leased Premises without the written consent of the Landlord. **Tenant shall have the right to install vending machines within their Leased Premises without prior approval from Landlord.**

14. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name, street address, and/or suite number of the Property and/or the Leased Premises.

15. Tenant shall not disturb, solicit, or canvas any occupant of the Property and shall cooperate to prevent same.

16. Without the written consent of Landlord, Tenant shall not use the name of the Property in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

17. Landlord shall have the right to control and operate the public portions of the Property, and the public facilities, and heating and air conditioning, as well as facilities furnished for the common use of the Tenant(s), in such manner as it deems best for the benefit of the Tenant(s) generally.

18. All entrances doors in the Leased Premises shall be left locked when the Leased Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Leased Premises.

19. Landlord will maintain an alphabetical Directory Board on the ground floor lobby of the Property containing one name for each Tenant. Additional listings will be limited to only those required by law **or as otherwise set forth in the Lease.**

+-----+	
TENANT	LANDLORD
+-----+	
+-----+	

2A(28)

20. Tenant, its officers, agents, servants and employees shall, before leaving Leased Premises unattended, close and lock all doors and shut off all utilities; damage resulting from failure to do so shall be paid by Tenant. Each Tenant, before the closing of the day and leaving the said Leased Premises shall see that all blinds and/or draperies are pulled and drawn, and shall see that all doors are locked.

21. All contractors and/or technicians performing work for Tenant within the Leased Premises or the Property shall be referred to Landlord for approval before performing such work. This shall apply to all work including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and all installations affecting floors, walls, windows, doors, ceilings, equipment or any other physical feature of the Property or the Leased Premises. None of this work shall be done by Tenant without Landlord's prior written consent.

22. Except in an emergency, neither Tenant nor any officer, agent, employee, servant, patron, customer, visitor, licensee or invitee of any Tenant shall go upon the roof of the Property without the written consent of Landlord.

23. Tenant is cautioned in purchasing furniture and equipment that the size is limited to such as can be placed on the elevator and will pass through the doors of the Leased Premises. Large pieces should be made in parts and set up in the Leased Premises. Landlord reserves the right to refuse to allow to be placed in the Property any furniture or equipment of any description which do not comply with the above conditions.

24. If the Leased Premises become infested with vermin, Tenant, at its sole cost and expense shall cause its Leased Premises and any other affected areas to be exterminated from time to time, to the satisfaction of Landlord and shall employ exterminators that are approved by the Landlord.

25. Per the Florida Clean Indoor Air Act smoking is strictly prohibited in public buildings. This building is designated as a NO SMOKING Building. Smoking is prohibited anywhere inside the building.

26. All locks installed within the Leased Premises including exterior door locks that lead to the common area hallways must be Schlage locks and must be keyed to the building master. **Notwithstanding the above, Tenant shall have the right to have certain areas which are not keyed to the building master to protect confidential files.**

TENANT	LANDLORD

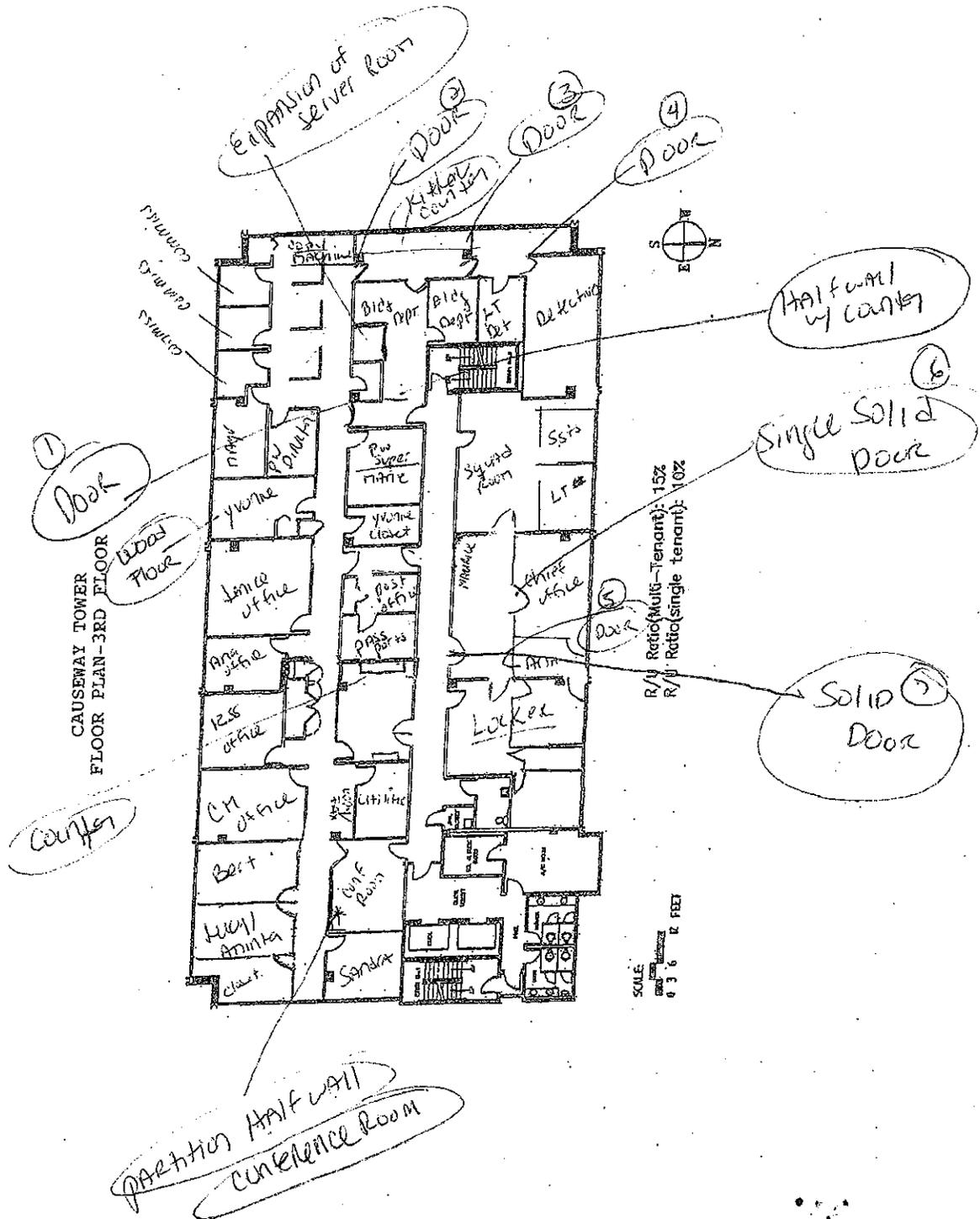
2A(29)

EXHIBIT "A"

Floor Plan and Description of Improvements to Premises

TENANT	LANDLORD

2A(30)



2A(30)A

The Tenant Improvements to be performed by Landlord include (as seen on attached Exhibit A):

Partition the conference room area, installation of 7 solid doors, installation of counter for reception, installation of half wall with counter in the bldg dept, installation of kitchen counter and sink, expansion of server room by adding a two wall enclosure, installation of laminate wood floor in Yvonne's office, fresh paint on all of the walls and replacement of carpet and/or cleaning of carpet as needed.

The Landlord will provide an allowance of up to \$20,000.00 for finishing said improvements. Should the cost of the improvements or finishing said Leased Premises exceed the Landlord's Allowance for same due to changes requested and approved by Tenant, then the excess cost will be paid in advance by Tenant to Landlord. The amount of such advance payment will be determined on the basis of an estimate from Landlord's contractor, which shall be given at time of the requested change and which shall be approved in writing by both Landlord and Tenant prior to the commencement of said changes. Costs will include direct and indirect construction cost, permit fees, architectural fees, applicable insurance premiums, Landlord's reasonable and customary review fees, and any other cost directly or indirectly attributable to finishing the Leased Premises. Any advance payment received by Landlord from Tenant in excess of Tenant's portion of the cost of finishing the Leased Premises will be refunded to Tenant by Landlord after a final accounting of the total cost to finish Leased Premises is completed by Landlord, receipt of final contractor affidavit showing all work has been paid in full, full waivers and releases of lien from all subcontractors, materialmen, suppliers, laborers and any other individual or entity that furnishes a Notice to Owner, final inspection and approval from the applicable governmental authority and receipt of unconditional Certificate of Occupancy, if applicable, but in any event not later than ninety (90) days after occupancy of the Leased Premises by Tenant.

In addition, Landlord, at Tenant's sole cost and expense, will build two (2) rooms, one men's and one women's locker room, which will include a bathroom in each room with one toilet, one sink, and one shower in each room. The Landlord is providing a cost estimate of up to \$29,000.00 for completing the build-out of the two locker rooms. In the event that the \$20,000.00 allowance provided by Landlord for the tenant improvements listed hereinabove is not used or should there be any excess left over after completion of the tenant improvements, said excess shall be applied towards the costs of the locker/room and bathroom improvements in order to reduce the costs payable by Tenant. Tenant allowance provided by Landlord for the Premises herein The Tenant shall pay as Additional Rent the total cost (estimated at a maximum to be \$29,000.00) of the Locker Room Build-Out Improvements. The Tenant agrees to pay the improvement costs advanced in equal monthly installments in the amount of \$1,208.33 as Additional Rent over the first 24 months of the Lease Term. Said build-out may be paid in full at any time without penalty. Tenant understands and acknowledges that the build-out of the two locker rooms will be taking place after the Lease Commencement Date and occupancy of the Leased Premises. There shall be no abatement or reduction of rent during the build-out of the two locker rooms.

Landlord and Tenant will need to approve plans and specifications for any and all of Tenant's proposed improvements, if any, prior to commencement of work. All contractors hired by Landlord, will be required to supply Landlord with a Certificate of Insurance naming Landlord and Landlord's lender, if any, as additional insureds' loss payees along with a copy of the executed contract prior to the commencement of any improvements. Upon completion of improvements Landlord and/or Landlord's contractor will be required to supply Landlord will full and final contractor's affidavit showing all work has been paid in full, full waivers and releases of lien from all subcontractors, materialmen, suppliers, laborers and any other individual or entity that furnished a Notice to Owner, final inspection and approval from the applicable governmental authority and receipt of unconditional Certificate of Occupancy.

TENANT	LANDLORD
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Department of Insurance
And Financial Services

- Administration
- Trust Services
- Financial Services/
Underwriting

Post Office Box 538135
Orlando, FL 32853-8135

- Health Claims
- Post Office Box 538140
Orlando, FL 32853-8140

- Workers'
Compensation Claims

- Property &
Liability Claims

Post Office Box 538135
Orlando, FL 32853-8135

800-445-6248
407-367-1800
Fax 407-425-9378
www.flcities.com

March 8, 2013

Causeway Tower LLC
1666 Kennedy Causeway, Suite #610
North Bay Village, Florida 33141

Re: North Bay Village – Lease of space at 1666 Kennedy Causeway,
North Bay Village, Florida 33141

To Whom It May Concern:

The Florida Municipal Insurance Trust is unable to name Causeway Tower LLC as an additional insured due to the operation of § 768.28, Florida Statutes, affecting sovereign immunity.

Specifically, entities that are not themselves governmental entities cannot avail themselves the protections afforded through Florida law governing sovereign immunity. This self-insurance program is predicated upon the concept of sovereign immunity among its insureds. Therefore, entities that do not qualify for protection under this statute are not eligible to be an additional insured.

We appreciate your understanding and should there be any additional questions, please feel free to contact the undersigned.

Sincerely,

Valerie Burns
Underwriting Manager

VB/dr

Enclosure

Copy: North Bay Village

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North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite 132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: May 29, 2013

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Jenice Rosado
Interim Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A LEASE AGREEMENT BETWEEN THE VILLAGE AND CAUSEWAY TOWER, LLC. FOR THE LEASING OF OFFICE SPACE LOCATED AT 1666 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF THE VILLAGE CODE FOR THE LEASE AGREEMENT AND FOR ANY OTHER DIRECTLY RELATED PURCHASES; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL STEPS NECESSARY TO IMPLEMENT THE TERMS OF THE LEASE AGREEMENT AND RELOCATION OF VILLAGE HALL; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; BUDGETING AND APPROPRIATING FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LEASE AGREEMENT AND OTHER RELATED PURCHASE ORDERS/AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

JR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

2A(34)

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A LEASE AGREEMENT BETWEEN THE VILLAGE AND CAUSEWAY TOWER, LLC. FOR THE LEASING OF OFFICE SPACE LOCATED AT 1666 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF THE VILLAGE CODE FOR THE LEASE AGREEMENT AND FOR ANY OTHER DIRECTLY RELATED PURCHASES; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL STEPS NECESSARY TO IMPLEMENT THE TERMS OF THE LEASE AGREEMENT AND RELOCATION OF VILLAGE HALL; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; BUDGETING AND APPROPRIATING FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LEASE AGREEMENT AND OTHER RELATED PURCHASE ORDERS/AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER JENICE ROSADO)

WHEREAS, medical emergencies and employee illnesses have demonstrated the potential existence of an environmental hazard in Village Hall of an emergency nature; and

WHEREAS, the appearance of a hazardous environment has necessitated the removal of all Village employees to temporary facilities; and

WHEREAS, in order to protect the public and the Village's employees, the Village worked with its insurance provider, public and private testing organizations to test and evaluate the air quality environment within Village Hall; and

WHEREAS, as of March 13, 2013, Village employees have been operating in temporary facilities on the second floor of the Causeway Towers Building; and

WHEREAS, the Village has an obligation to protect the health and welfare of its employees and the public while ensuring that all governmental services are maintained; and

WHEREAS, Village staff has investigated the availability of office facilities to accommodate Village governmental services and employees within office buildings in the Village; and

WHEREAS, office space is available for lease at Suite 300 of the Causeway Tower Building located at 1666 Kennedy Causeway, which space would accommodate substantially all of the Village's services and employees; and

WHEREAS, Section 36.25(I) of the North Bay Village Code of Ordinances authorizes the emergency procurement of goods and services when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances; and

WHEREAS, the Village Commission finds that there exists a significant threat to the health, welfare and safety of its employees and the public they serve; and

WHEREAS, the Village Commission finds the staff has completed such research and competitive evaluation as is practicable and feasible; and

WHEREAS, the Village Commission desires, therefore, to enter into a lease with Causeway Tower, LLC, for the provision of office space for governmental services and employees of the Village until such time as a permanent Village Hall Municipal Complex is completed and available for use by the Village; and

WHEREAS, the Village Commission desires to authorize Village officials to arrange for the relocation and/or purchase of necessary furniture, equipment and build-out services and take all other actions necessary to relocate and operate Village Hall; and

WHEREAS, the Village Commission desires to budget and appropriate sufficient funds to implement the relocation of Village Hall and to further authorize Village officials to take all steps necessary to expend the budgeted funds to relocate Village Hall.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AS FOLLOWS:

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of Lease Agreement. The Agreement between the Village and Causeway Tower, LLC for the lease of office space at 1666 Kennedy Causeway, Suite 300, North Bay Village, in substantially the form attached as Exhibit "1," together with such changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney is approved.

Section 3. Waiver of Competitive Bidding. Competitive bidding for the award of the Lease Agreement between the Village and Causeway Tower, LLC is waived pursuant to Section 36.25 of the Village Code.

Section 4. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Lease Agreement, and to make such additional arrangements and enter into agreements/purchase orders for the relocation of Village Hall, including but not limited to, the purchase or rental of appropriate equipment and furniture necessary to effect the safe and efficient move from current facilities into the office facilities, and any other purchases/rentals necessary to relocate and to operate Village Hall from such facilities until such time as a permanent Village Hall Municipal Complex is completed and available for the Village's use.

Section 5. Authorization of Expenditure of Budgeted Funds. Notwithstanding the limitations of the Village's Purchasing provisions, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Lease Agreement and to further expend budgeted funds to perform the tasks identified in this Resolution.

Section 6. Budget Appropriation. The Village Commission appropriates \$156,500.00 from the Unreserved Fund Balance to the General Government Department Line Item 019.5530 and further authorizes the expenditure of such funds to be used to implement the tasks authorized in this Resolution.

Section 7. Execution of Lease Agreement and Other Related Purchase Orders/Agreement. The Village Manager is authorized to execute the Lease Agreement with Causeway Tower, LLC on behalf of the Village, and to further execute any required agreements and/or documents to implement the terms and conditions of the Lease Agreement and to execute any extensions and/or amendments to the Lease Agreement, and to further execute any other purchase orders/agreements necessary to relocate and operate Village Hall, subject to the approval as to form and legality by the Village Attorney.

Section 8. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____.

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Richard Chervony _____
Commissioner Wendy Duvall _____
Commissioner Jorge Gonzalez _____

PASSED and ADOPTED this _____ day of May, 2013.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

**APPROVED AS TO FORM FOR USE BY
NORTH BAY VILLAGE ONLY:**

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
Village Attorney

North Bay Village Resolution: Approving a Lease Agreement with Causeway Tower LLC/Suite 300



North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite 132 North Bay Village, FL 33141

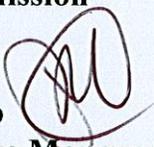
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

RECOMMENDATION MEMORANDUM

DATE: May 28, 2013

TO: Mayor Connie Leon Kreps
Vice-Mayor Eddie Lim
Commissioner Dr. Richard Chervony
Commissioner Wendy Duvall
Commissioner Jorge Gonzalez

RECOMMENDED BY:
Village Commission

PRESENTED BY STAFF: 
Jenice Rosado
Interim Village Manager

SUBJECT: Nomination of Village Manager Candidates

RECOMMENDATION:

It is recommended that each member of the Village Commission nominate one or two candidates for the Village Manager's position and authorize the Interim Village Manager to take the following actions (see attached timeline):

1. Conduct reference checks on the candidates selected for interviews.
2. Set up interview sessions for each member of the Village Commission to personally interview the candidates
3. Schedule a Special Commission Meeting for the Village Commission to conduct public interviews of the top candidates
4. Schedule a Special Commission Meeting for the Village Commission to appoint a Village Manager
5. Choose a representative from the Commission to assist legal with the negotiation of the Village Manager's Contract with public notification

3A(1)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

6. Schedule a Special Commission Meeting to approve contract for Village Manager

BACKGROUND:

On April 9, 2013, the Village Commission authorized staff to advertise the vacancy for a Village Manager. Notice was published with the *Miami Herald*, the Florida City and County Management Association, the International City Manager's Association, Florida League of Cities, and Miami-Dade County League of Cities with a deadline of May 17, 2013.

Candidate applications were reviewed by the Interim Village Manager/HR Director and the HR Clerk and the applications and resumes were provided to the Commission for their review on May 22, 2013 along with the Interim Manager's memo on her analysis of the candidates and her top two candidate recommendations (see attached memo).

At this point, the Village Commission should move forward and proceed with nominating up to two candidates to continue to move forward throughout the interview process as detailed in the attached timeline. The goal is to have a new Village Manager on board by mid August which is generally a Commission "off" month and will allow some time for the new Manager to become acquainted with staff and current processes in place, as well as participate even briefly in the budget process for FY 13-14.

FINANCIAL IMPACT:

The exact financial impact will depend on the salary of the new Village Manager. However, a balance of \$16,300 in wages and \$6,750 in fringe remains from the funds appropriated for the Village Manager position for FY 2013.

PERSONNEL IMPACT:

The Village Commission will hire a new Village Manager.



VILLAGE MANAGER PROSPECTIVE CANDIDATES

CANDIDATES	DEGREES
1 ALESSANDRINE, JOSEPH J.	MS PUBLIC ADMINISTRATION
2 ALTIER, MATTHEW	BS INDUSTRIAL ENGINEERING & TECH
3 BLAIR, AARON. D.	BS URBAN PLANNING
4 BOCANEGRA, FRANK C.	JURIS DR
5 BONNER, LYNDON B.	MS BUSINESS ADMINISTRATION
6 CHESS, RICHARD D.	MS BUSINESS ADMINISTRATION
7 DELGADO, MARIA M.	BA PSYCHOLOGY
8 DONNELLY, COLIN	MS PUBLIC ADMINISTRATION
9 EVANS, JONATHAN	MS COMMUNITY & ECONOMIC DEVELOPMENT
10 FRIEND, ANDREW J.	BA COMMUNICATIONS
11 GLEASON, JAMES P.	MS PUBLIC ADMINISTRATION
12 GOBBLE, TIMOTHY A.	MS GOV & PUBLIC ADMINISTRATION
13 GOMEZ, NEMESIO	CONSTRUCTION MANAGEMENT
14 GUYAMIER, FRANK P.	BS CIVIL ENGINEER & ARCHITECTURAL
15 HAMPTON, RICHARD D.	BS COMMUNITY & DEVELOPMENT
16 MASSERY, LANE	MS PUBLIC ADMINISTRATION
17 MENDEZ-SALDIVIA, RICARDO	BS CIVIL ENGINEER & MBA FINANCE MANAGEMENT
18 MIMS, BRENTLY G.	BS COMMUNITY & REGIONAL PLANNING
19 MOONEY, CHERYL A.	MS PUBLIC ADMINISTRATION
20 MORAN, MARC	MS SCIENCE URBAN PLANNING
21 ROBERTS, JON B.	MS AVIATION BS ADMINISTRATION
22 SCHNEIGER, JOHN R.	MS BUSINESS URBAN & PLANNING
23 SERDA, WILLIAM M.	MS BUSINESS ADMINISTRATION & ECONOMICS
24 STAVEN, HARRY A.	MS PUBLIC ADMINISTRATION
25 VELLA, FRED	BA POLITICAL SCIENCE

3A(3)

TIMELINE FOR VILLAGE MANAGER CANDIDATE INTERVIEWS

Friday 4/12/13: Employment Ads go out on the following sites:

Herald \$900 approximately

FCCMA \$ Free

ICMA \$600

FLC \$Free

MDCLS \$Free

Friday 5/17/13: Village Manager Resumes / Applications Due

Wednesday 5/22/13 – Jenice will provide Commission with all info received on Village Managers & her recommendation on top candidate(s)

Thursday 5/30/13: Special Commission Meeting where each commissioner nominates anywhere from 1 candidate to 2 candidates for interview (if each commissioner picks 2 we would have a total of 10 candidates but if not all commissioners pick two we may have less candidates)

Friday 5/31/13: Jenice and Ana perform reference checks on the final applicants

Monday 6/3/13: Reference check results provided to Commission

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Tuesday 6/4/13:

INDIVIDUAL INTERVIEWS ROTATION (HR AND COMMISSIONERS WILL INTERVIEW THEIR TOP CANDIDATES – WE WILL SECURE OFFICE SPACE AT THE 3RD FLOOR OF CAUSEWAY TOWER FOR THE INTERVIEWS)

1:00-1:30 Candidate 1

1:45-2:15 Candidate 2

2:30 – 3:00 Candidate 3

3:15 – 3:45 Candidate 4

4:00 – 4:30 Candidate 5

4:45 – 5:15 Candidate 6

5:30 – 6:00 Candidate 7

6:15 – 6:45 Candidate 8

7:00 – 7:30 Candidate 9

7:45 – 8:15 Candidate 10

Wednesday 6/5/13: Special Commission meeting for Public Interviews of top candidates

SCHEDULE: 6:00- 6:15 / 6:30- 6:45 / 7:00-7:15 p.m. / 7:30-7:45 p.m. / 8:00-8:15 p.m. / 8:30-8:45 p.m. / 9:00 – 9:15 p.m. /9:30 – 9:45 / 10:00-10:15 / 10:30 – 10:45

Monday 6/17/13: Special Commission Meeting – 1 item mtg - Appointment of Village Manager

3A(5)

Tuesday 6/18/13: Contract negotiations begin for Village Manager

Tuesday 7/16/13: Commission Meeting- item to approve contract for Manager

Approximately Monday 8/19/13: Possibly Village Manager starts job

3A(6)



Memorandum

5/22/13

Mayor and Commissioners,

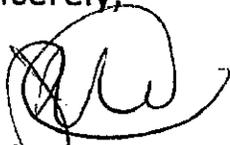
I have reviewed all of the candidate's applications and resumes and done a bit of internet research on my own as well. There are a total of 5 candidates that I consider as meeting the qualifications: Lyndon Bonner, Colin Donnelly, Jonathan Evans, James Gleason and John Schneiger. However, after careful review, I choose to recommend the following two candidates for interview: Jonathan Evans and Colin Donnelly.

Mr. Evans was one of the shortlisted candidates chosen by our last selection committee for Village Manager and I had the opportunity to interview him and was very impressed; his letters of reference included with his application documents were exceptional. I also included Mr. Donnelly as I was impressed with his resume and also enjoyed seeing a track record of job stability. I believe that the candidate selected for the position should have the want to rise up and prove themselves as an excellent manager, be knowledgeable, amenable and creative in order to formulate "out of the box" ideas for Managing our Village and not looking simply at our Village as a one to two year employment opportunity but rather seeking a longer term of employment. Furthermore, the chosen candidate should display a high

3A(7)

degree of energy (as the hours worked will be long ones) and enthusiasm for joining our team and understand the intricacies of managing a smaller City with a small department head staff. Therefore, the candidate should be willing to roll up their sleeves and actually contribute WORK and not simply delegate. It is critical that the chosen candidate work hand in hand with department head staff to get projects moving in the right direction. I think that it is imperative that throughout the interview process our desires for managing this Village properly and efficiently are clearly expressed to the candidate.

Sincerely,

A handwritten signature in black ink, appearing to be 'Jenice', written in a cursive style.

Jenice

3A(8)