

**RESOLUTION NO: 2016-46**

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SECOND ADDENDUM TO THE LEASE AGREEMENT (“LEASE”) BETWEEN NORTH BAY VILLAGE (“VILLAGE”) AND CAUSEWAY TOWER LLC (“LESSOR”), FOR THE USE OF OFFICE SPACE LOCATED AT 1666 KENNEDY CAUSEWAY, SUITE 300; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK ROLLASON)**

**WHEREAS**, on June 3, 2013, the Village entered into a lease agreement with Causeway Towers, LLC for the use of approximately 9,455 square feet of office space, located at 1666 Kennedy Causeway, Suite 300, which provides office and operational space for the Village’s administration and police operations; and

**WHEREAS**, the Village has exhausted the renewal options contained in the Lease Agreement, which is due to expire on June 30, 2016; and

**WHEREAS**, the parties wish to amend the Lease Termination Date for an additional two (2) years until June 30, 2018 (with an option to renew for one additional year). The base rental rate shall be as follows:

July 1, 2016 through June 30, 2017	\$21.63/rsf (current base rate)	\$17,042.64 per month
July 1, 2017 through June 30, 2018	\$22.50/rsf	\$17,728.13 per month

**WHEREAS**, the one-year renewal option rate shall be negotiated by both parties.

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

**Section 1:**     **Recitals.** The foregoing whereas clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

**Section 2:**     **Authorization of Village Manager.** The Village Manager is authorized to execute the Second Amendment to the Lease Agreement between North Bay Village and Causeway Tower, LLC attached hereto as Exhibit 1, for use of office space at 1666 Kennedy Causeway, #300.

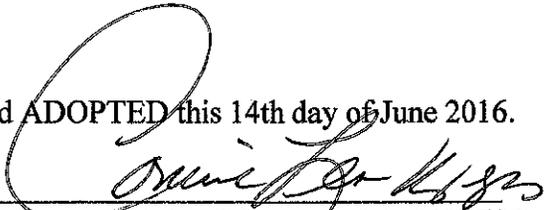
**Section 3:**     **Effective Date.** This Resolution shall take effect immediately upon approval.

The foregoing Resolution was offered by Mayor Connie Leon-Kreps, who moved for its adoption. This motion was seconded by Commissioner Eddie Lim, and upon being put to a vote, the vote was as follows:

**FINAL VOTE AT ADOPTION:**

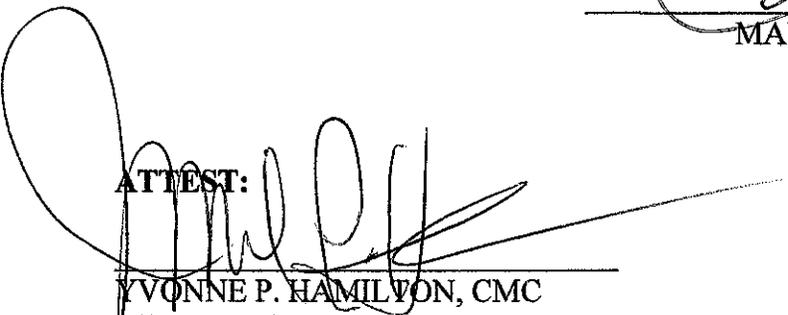
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Jorge Gonzalez	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Andreana Jackson	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>

PASSED and ADOPTED this 14th day of June 2016.



\_\_\_\_\_  
MAYOR CONNIE LEON-KREPS

**ATTEST:**



\_\_\_\_\_  
YVONNE P. HAMILTON, CMC  
Village Clerk

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Robert L. Switkes & Associates, P.A.  
Village Attorney

North Bay Village Resolution: Causeway Tower Lease Agreement-Suite 300, 1666 Kennedy Causeway, through June 2018.

# ***Causeway Tower, LLC***

***1666 Kennedy Causeway, Suite #610, North Bay Village, FL 33141  
(305) 868-5881 Fax (305) 868-5883***

Via: Hand Deliver

May 19, 2016

Frank Rollason, Village Manager  
North Bay Village, a Florida Municipal Corporation  
1666 Kennedy Causeway, Suite #409  
North Bay Village, Florida 33141

RE: Second Addendum To Lease- North Bay Village, a Florida Municipal Corporation.  
Suite #300 – 9,455 RSF

Dear Mr. Rollason:

Enclosed are two original Second Addendum To Lease for execution for the above referenced property. Please have the Addendum signed by the authorized person where indicated. Have two (2) witnesses sign and print their names. After these documents have been properly executed, kindly return both copies to my attention by no later than June 10, 2016.

Also, as in the past, please provide a Resolution of the Commission of North Bay Village that approves this Lease renewal agreement.

Please be advised that no agreement to lease the subject premises has been made or shall be deemed to have been made unless and until a Lease Addendum is properly executed and delivered. No drafts, letters, correspondence or other writings are intended to constitute a lease or be binding upon Landlord or Tenant or give rise to any rights or obligations on the part of either Landlord or Tenant.

If you have any questions please feel free to contact me at 305-868-5881.

Sincerely,



Frank Richman  
Commercial Property Manager

:fr  
Encl.

***Causeway Tower, LLC***  
***MEMORANDUM***

***1666 Kennedy Causeway, Suite #610, North Bay Village, FL 33141***  
***(305) 868-5881 Fax (305) 868-5883***

Via: Hand Deliver

June 23, 2016

Frank Rollason, Village Manager  
North Bay Village  
1666 Kennedy Causeway, Suite #300  
North Bay Village, Florida 33141

RE: Second Addendum to Lease- North Bay Village- Suite #300-9,455 RSF

Dear Mr. Rollason:

Enclosed for your files you will find a fully executed original Second Addendum To Lease Agreement for your Leased Premises located at Causeway Tower, 1666 Kennedy Causeway, Suite #300, North Bay Village, Florida.

We are pleased that you have chosen to extend your Lease at Causeway Tower. We look forward to a continued long lasting and mutually beneficial business relationship.

Sincerely,



Frank Richman  
Commercial Property Manager

:fr  
Encl.

**SECOND ADDENDUM TO LEASE**

This Addendum dated as of the 23<sup>rd</sup> day of JUL, 2016 is made by and between North Bay Village, a Florida Municipal Corporation ("Tenant") and Causeway Tower, LLC ("Landlord").

**WITNESSETH**

WHEREAS, Landlord and Tenant have entered into that certain Office Building Lease dated June 3, 2013, as so stipulated in Resolution No. 2012-56 and 2013-43, and subsequent Letter Addendum dated May 12, 2014, and First Addendum to Lease dated May 6, 2015, as so stipulated in Resolution No. 2015-35 pertaining to the Premises located at 1666 Kennedy Causeway, Suite #300, North Bay Village, FL 33141, (the "Building"), containing approximately 9,455 RSF, and

WHEREAS, the parties wish to EXTEND the term of the Lease for the space in which Tenant now occupies in the Building by implementing their Second and Final Renewal Option.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration exchanged between Landlord and Tenant and the respective representations, agreements, and covenants herein contained, Landlord and Tenant agree that the Lease is hereby amended but only as follows:

1. All defined terms in this Addendum, unless otherwise defined herein, shall have the meanings ascribed to them in the Lease.
2. Effective July 1, 2016 the Lease Termination date shall be amended to be June 30, 2018, a Two (2) year renewal.
3. The base rental rate shall increase as follows:

7/1/16 thru 6/30/17	\$21.63/rsf (current rental rate)	\$17,042.64 per month
7/1/17 thru 6/30/18	\$22.50/rsf	\$17,728.13 per month

4. Provided Tenant is not in default of the term of the Lease or any subsequent Addendums, Tenant will have One (1) Option to Renew for an additional One (1) year. The Base Rental for the Renewal Option Period will be negotiated between Landlord and Tenant at the time that Tenant exercises said option, but shall not be less than the rent in the final year of this Lease Term, and shall increase by more than 4% per year. In the even Tenant fails to exercise the Renewal Option by providing the Landlord with written notice at least sixty (60) days prior to expiration of this Lease Term, the Renewal Option shall terminate, expire and be null and void.

5. All terms, conditions and provisions of the Lease not expressly amended hereby shall remain in full force and effect, and the Lease as amended hereby is specifically approved, ratified, and confirmed.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Addendum on the 23<sup>rd</sup> day of JUL, 2016.

WITNESS:

TENANT: NORTH BAY VILLAGE,  
A FLORIDA MUNICIPAL CORPORATION

1. [Signature]  
Jensgen M. Guillev  
 Print Name

2. [Signature]  
Yvonne P. Henri Hon  
 Print Name

BY: [Signature]  
FRANK ROUSSON  
 Print Name  
 Title: VILLAGE MANAGER

WITNESS:

LANDLORD: CAUSEWAY TOWER, LLC

1. [Signature]  
Bambi Sims  
 Print Name

2. [Signature]  
Frank Richman  
 Print Name

BY: [Signature]  
Henni Kenckien  
 Print Name  
 Title: President