

**RESOLUTION NO: 2016-47**

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE FIRST 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 101; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK ROLLASON)**

**WHEREAS**, on April 16, 2014, the Village entered into a lease agreement with Causeway Towers, LLC for the use of approximately 4,240 square feet of office space, located at 1666 Kennedy Causeway, Suite 101, which is being utilized as the Commission Chambers, the Building Department, the Post Office, and Cashier 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. The base rental rate shall be as follows:

July 1, 2016 through June 30, 2017	\$20.80/rsf (current base rate)	\$7,349.33 per month
July 1, 2017 through June 30, 2018	\$21.63/rsf	\$7,642.60 per month

**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 agreement between North Bay Village and Causeway Tower, LLC attached hereto as Exhibit 1, for use of office space at 1666 Kennedy Causeway, #101.

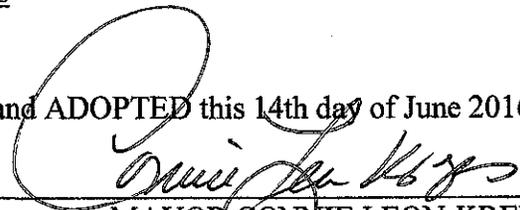
**Section 3:** **Effective Date.** This Resolution shall take effect immediately upon approval.

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:

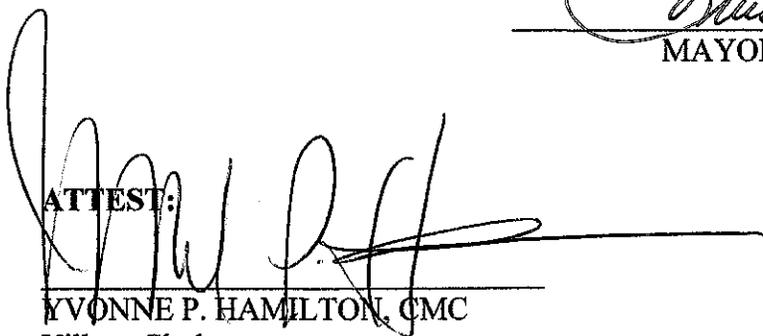
**FINAL VOTE AT ADOPTION:**

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

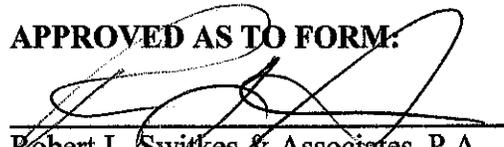
PASSED and ADOPTED this 14th day of June 2016.

---

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 101, 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: First Addendum To Lease- North Bay Village, a Florida Municipal Corporation.  
Suite #101 – 4,240 RSF

Dear Mr. Rollason:

Enclosed are two original First 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

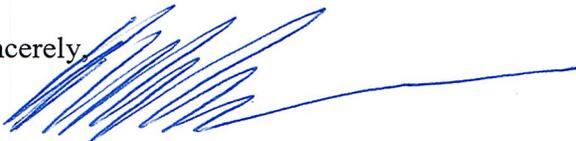
RE: First Addendum To Lease Agreement- North Bay Village- Suite #101

Dear Mr. Rollason:

Enclosed for your files you will find a fully executed original First Addendum To Lease Agreement for your Leased Premises located at Causeway Tower, 1666 Kennedy Causeway, Suite #101, 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.

**FIRST ADDENDUM TO LEASE**

This Addendum dated as of the 23<sup>rd</sup> day of June, 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 April 16, 2014, as so stipulated in Resolution No. 2014-15, and subsequent HVAC Addendum dated November 6, 2014, pertaining to the Premises located at 1666 Kennedy Causeway, Suite #101, North Bay Village, FL 33141, (the "Building"), containing approximately 4,240 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 First 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	\$20.80/rsf (existing rental rate)	\$7,349.33 per month
7/1/17 thru 6/30/18	\$21.63/rsf	\$7,642.60 per month

4. 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 June, 2016.

WITNESS:

TENANT: NORTH BAY VILLAGE,  
A FLORIDA MUNICIPAL CORPORATION

1. [Signature]  
Jorgen M. Guitten  
 Print Name

2. [Signature]  
Yvonne Richardson  
 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 Richmond  
 Print Name

BY: [Signature]  
Henri Konckier  
 Print Name  
 Title: President