

RESOLUTION NO. 2014-53

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH GUY C. HILL ("LANDLORD") FOR PROPERTY LOCATED AT 1229 E. BLUE HERON BOULEVARD, RIVIERA BEACH, FLORIDA SPECIFICALLY DESCRIBED IN LEASE ATTACHED HERETO AS EXHIBIT "A"; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Agency is responsible for carrying out community redevelopment activities and projects in the community redevelopment area of the City of Riviera Beach; and

WHEREAS, the Agency has established a Clean and Safe Ambassador Program ("Program") and desires to establish a presence for the Program on Singer Island and further the Agency goals of continuing the redevelopment of the Ocean Mall; and

WHEREAS, an office on Singer Island will enable the Agency to provide a modern community meeting facility, an information center, a Riviera Beach Police Sub-Station and a focal point for the Clean and Safe Ambassadors Program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Commissioners of the Agency hereby approve the Lease Agreement attached hereto as Exhibit "A" for the property located at 1229 E. Blue Heron Boulevard.

SECTION 2. The Chair and the Executive Director are hereby authorized and directed to execute and attest, respectively, that certain Lease Agreement by and between the Guy C. Hill and Riviera Beach Community Redevelopment Agency substantially in the form of Exhibit "A" attached hereto, subject to the approval of the form thereof, consistent herewith, by the CRA Attorney, and such actions as shall be necessary and consistent to carry out the intent and desire of the Agency.

SECTION 3. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 29th day of October 2014.

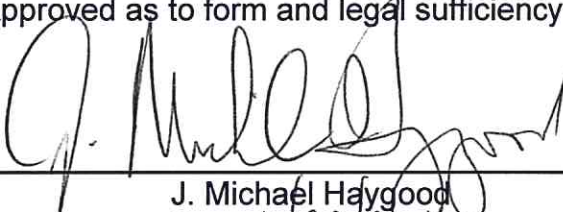
RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: 
Name: JUDY L. DAVIS
Title: Chairperson

ATTEST:


Executive Director

Approved as to form and legal sufficiency



J. Michael Haygood
Date 10/29/2014
J. Michael Haygood, PA
General Counsel to CRA

MOTION BY: D. Pardo

SECONDED BY: T. Davis

B. GUYTON AVE
D. PARDO AVE
C. THOMAS AVE
T. DAVIS AVE
J. DAVIS AVE

COMMERCIAL LEASE

1. PARTIES. The parties to this commercial lease are:

1.1 GUY C. HILL, with a mailing address at P.O. Box 181, Hobe Sound, Florida 33475, as Lessor; and

1.2 RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, with a mailing address at 2001 Broadway, Suite 300, Riviera Beach, Florida 33404, as Tenant.

2. PREMISES.

2.1 Lessor hereby leases to Tenant the following property (the premises):

Commercial building consisting of approximately 4,439 square feet located at 1229 E. Blue Heron Boulevard, Riviera Beach, Florida 33404, plus 5 motor vehicle parking spaces behind the southwest corner of the building, said building being located on the land legally described as Lots 487, 488 and 489, PALM BEACH SHORES, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as recorded in Plat Book 23 at Pages 29 through 32 inclusive, Parcel ID: 56-43-42-27-04-000-4870.

3. TERM.

3.1 This lease will be for a five (5) year term beginning on November 1, 2014. Each lease year will consist of a 12-month period beginning on November 1, 2014, and successive anniversaries of that date.

4. RENT.

4.1 Base Rent. Tenant agrees to pay Lessor for and during the term the following sums per year as base rent payable in equal monthly installments in advance beginning on December 1, 2014, and continuing on the first day of each succeeding month during the term of this lease:

Year 1 = \$55,488.00

Year 2 = \$56,598.00

Year 3 = \$57,730.00

Year 4 = \$58,885.00

Year 5 = \$60,063.00

4.2 Additional Rent. The following will be deemed additional rent payable on the date that installments of base rent are due unless otherwise provided:

4.2.1 All sales and use taxes imposed by law on this lease or the rents and all other considerations payable under this lease.

4.2.2 All other costs or charges to be borne by Tenant under this lease whether or not

advanced by Lessor.

4.3 All rent must be paid in United States currency without demand, setoff, or deduction, to TRADEWINDS, INC., and mailed to the address listed in section 1.1 above so as to reach Lessor by the first day of each month.

5. RENEWAL AND EXTENSION.

5.1 Tenant may extend the lease term for one (1) additional period of five (5) years on the same terms and conditions contained in this lease, except that base rent shall be as follows:

Option Year 6 = \$61,264.00

Option Year 7 = \$62,489.00

Option Year 8 = \$63,739.00

Option Year 9 = \$65,014.00

Option Year 10 = \$66,315.00

5.2 No further extensions of the term are granted.

5.3 The option to extend the term granted by this section shall be exercised by Tenant, if at all, not more than eight nor less than six months before expiration of the initial term, by written notice to Lessor. Tenant may not extend the term if tenant is in default of this lease. Tenant's notice to exercise this option shall be irrevocable.

6. USE OF PREMISES.

6.1 The premises shall be used for general office and retail, and for absolutely no other purpose. Tenant shall not use, lease or permit any area in or on the Premises to be used by anyone for "retail banking purposes," which shall include receiving deposits or making loans to the general public, engaging in the sales of securities, insurance sales, trust services, or mortgage brokerage activities, whether done by a state bank, national bank, savings and loan association, credit union or other entity, whether by automated teller machine ("ATM"), walk-up or drive-in teller facility or otherwise.

7. ASSIGNMENT AND SUBLETTING.

7.1 Tenant shall have the right to assign/sublease this lease with Lessor's approval, which approval shall not be unreasonably withheld.

8. COMPLIANCE WITH REGULATIONS.

8.1 Tenant, at Tenant's own expense, shall comply with all governmental regulations applicable to the use and occupancy of the premises by Tenant.

9. FIXTURES.

9.1 All fixtures, installations, additions, alterations, and improvements made by Tenant shall

remain the property of Lessor on termination of this lease without compensation to Tenant, unless Lessor shall have given written notice to Tenant before the expiration of the term to remove some or all of them, in which event Tenant must remove such items as Lessor directs, and restore the premises to the condition they were in at the beginning of the term.

10. CONDITION OF PREMISES.

10.1 Tenant acknowledges that Tenant has carefully inspected the leased premises, found them in a good state of repair and in clean and orderly condition, and accepts delivery of the premises in its "AS IS" condition

11. TENANT'S CLEANING.

11.1 Tenant must keep the premises, including the rear parking spaces and front and back sidewalks, in clean and orderly condition and good state of repair at all times and, on termination of this lease, Tenant must deliver the premises to Lessor in the same condition they were in at the beginning of the term.

12. INDEMNITY.

12.1 Except to the extent that indemnity is provided by insurance, Tenant will indemnify Lessor and hold Lessor harmless from all liability, losses, costs, damages, or expenses, including the cost of investigation and defense, that Lessor may incur with respect to any claim or demand arising out of the use or occupancy of the premises by Tenant. Nothing in this provision shall be construed as consent by the Tenant to be sued, nor as a waiver of severing immunity beyond the waiver provided in Section 768.28, Florida Statutes.

13. INSURANCE.

13.1 During the term, Tenant will obtain and maintain in good standing, at Tenant's expense:

13.1.1 Commercial general liability insurance, including coverages for premises and operations, products and completed operations, personal and advertising injury, with minimum limits of \$1 million for bodily injury or death of one person, \$2 million for bodily injury or death to more than one person in one occurrence, and \$500,000 for property damage. Tenant shall increase above underlying limits as are required by Lessor's insurance carrier.

13.1.2 Casualty insurance for fire, windstorm, flood and extended coverages in such amount that no insured is or becomes a co-insurer, but not less than the full replacement value of Tenant's furniture, fixtures, appliances and equipment.

13.2 Each insurance company and the terms of the policy, including deductible amounts, are subject to Lessor's approval. Lessor will be named as an additional insured. No insurance provided under this lease will be subject to cancellation or reduction of limits unless at least 30 days' notice is given to Lessor. Certificates of all policies evidencing the insurance required must be delivered to Lessor. A copy of each receipted payment must be furnished to Lessor at least 10 days before each lease anniversary date.

13.3 The proceeds of all casualty insurance will be applied to restoration of the furniture, fixtures, appliances and equipment on the premises. All proceeds must be paid to and held by a bank having a place of business in Palm Beach County, Florida, as designated by Lessor or by the holder of any mortgage on Lessor's interest.

14. CONSTRUCTION LIENS.

14.1 Lessor's interest in the premises and the underlying fee is not subject to any lien for improvements to the premises undertaken by Tenant whether or not such improvements were made with the consent of Lessor.

14.2 If any lien or claim of lien is filed against the premises as a result of any act of Tenant, Tenant must transfer the lien to deposit or bond as provided by law within 15 days after the lien or claim of lien was filed.

14.3 The parties will execute and Lessor will record a short form lease containing the prohibition against liens on the interest of Lessor in accordance with this section.

15. REPAIRS, MAINTENANCE AND ALTERATIONS.

15.1 Lessor shall advance payment for Tenant's contractor's reasonable and necessary charges for drywall partition and door removal and installation, and interior painting ("Tenant's Allowance"), as is substantially shown on Tenant's "Edited Floor Plan" attached hereto as Exhibit "A". Tenant Allowance shall not exceed \$35,000.00. Any cost which exceed \$35,000.00 shall be the sole responsibility of the Tenant. Tenant shall reimburse Lessor for the Tenant Allowance, along with base rent, at the rate of 1/60th per month until the Tenant Allowance is paid in full.

15.2 Lessor agrees to pay real estate taxes, property insurance and for repairs for any structural problems with the building. "Structural" shall mean building's foundation, load-bearing walls and roof. Lessor shall also maintain building's existing exterior connections to water, sewer, electric and telephone utilities.

15.3 Tenant shall, within 60 days of executing this lease, have installed at Tenant's expense sign faces advertising its municipal services, said sign faces to be installed in Lessor's existing illuminated sign cabinets. Tenant shall secure at Tenant's expense any city permit required for sign face installation and, within 30 days after the termination of this lease, Tenant at Tenant's expense shall have said sign faces reversed within Lessor's sign cabinets.

16. SUBORDINATION.

16.1 This lease is expressly subordinate and inferior to the lien of any present or future mortgage that secures the cost of construction and permanent financing of the improvements on the premises.

16.2 On request of Lessor, Tenant shall execute and deliver a subordinate agreement in such form as the lender reasonably may require.

17. SECURITY DEPOSIT.

17.1 Tenant shall pay a refundable security deposit in the amount of \$3,700.00 upon full execution by both parties of this final lease document.

18. ALTERATIONS.

18.1 Tenant shall make no alterations or improvements to the premises costing in excess of \$25,000.00 without the express written approval of Lessor. Lessor's approval shall not be unreasonably withheld. Improvements shall be non-structural and shall comply with applicable building codes including, but not limited to, ADA and environmental requirements.

19. EMINENT DOMAIN.

19.1 If the premises or any part of them are taken in the exercise of the power of eminent domain, this lease shall terminate on the date title vests in the taking authority. Rent will be prorated to the date of termination, and all advance rent and security deposits will be repaid Tenant, subject to such claims as Lessor may have for damages arising before the date of termination. Tenant may pursue all available remedies for the taking but shall have no interest in the award made to Lessor. The terms "taken" and "taking" include any taking by a governmental body or a quasi-governmental body, or by a public or private utility authorized by law to exercise the power of eminent domain, and include a voluntary sale to such body or entity as an alternative to taking.

20. UTILITIES.

20.1 Tenant must pay for all utility services to the premises during the term and must pay all bills before they become delinquent, including bills for water, sewer and stormwater drainage and annual backflow prevention valve maintenance and certification, so that the premises will not be without water for health and sanitary purposes or fire protection, or electricity for cooling, freezing, lighting and security, or alarm system for security, or telephones for the active conduct of Tenant's activities, or pest control for sanitary and appearance purposes or waste collection and disposal services, for sanitary reasons.

20.2 Lessor will not be liable to Tenant for any interruption of utility service that is beyond Lessor's power to control or that is requested by Lessor in order to make repairs or alterations to the premises or any part of the building in which the premises are located.

21. DEFAULT. Time is of the essence in the performance of this lease, and Tenant shall be deemed in default if:

21.1 Tenant fails to pay rent within 30 days after the payment is due; or

21.2 Tenant fails to perform or observe any of Tenant's agreements or conditions of this lease other than the payment of rent, for 45 days after demand for performance by Lessor.

22. REMEDIES. If Tenant defaults, Lessor may exercise the following remedies in addition to all other remedies provided by law:

22.1 Accelerate the maturity of all rent due and to become due during the remainder of the term.

22.2 Terminate this lease.

22.3 Recover the cost of collection and enforcement of this lease, including reasonable attorneys' fees, whether or not action is instituted.

23. FLORIDA LAW.

23.1 This lease shall be governed by the laws of the State of Florida, with venue being placed in Palm Beach County, Florida. The parties each hereby waive their respective rights to a jury trial in any action arising out of this lease.

24. GENERAL.

24.1 Notices. All notices required by this lease or otherwise given by one party to the other must be in writing and delivered by personal delivery or by certified mail. Notices to Lessor must be certified-mail delivered, with return receipt requested, to Lessor's address provided in section 1 above. Notices to Tenant must be certified-mail delivered, with return receipt requested, or delivered by personal delivery to Tenant's address or at the premises. Lessor may change his address from time to time by giving written notice to Tenant of the change. The parties expressly waive the requirements of the three-day notice provided under Florida law.

24.2 Entire Agreement. This lease contains the entire agreement of the parties. There are no express or implied warranties or covenants that are not contained in this lease. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced.

25.3 Parties Bound. This lease is binding on and inures to the benefit of the parties and their respective heirs, successors, and personal representatives. Whenever the context requires, the singular includes the plural, and the masculine includes the feminine and neuter.

25.4 CRA Board Approval. This lease is subject to the approval of the Riviera Beach Community Redevelopment Board.

25. BROKER'S COMMISSION.

25.1 Lessor and Tenant each represent and warrant to the other that he/it has not dealt with any broker, salesperson, agent, or finder in connection with any of the transactions contemplated by this lease., other than One World Realty, Inc. ("Broker"), and insofar as each party knows, no broker, salesperson, agent, finder, or other person other than Broker is entitled to any commission or finder's fee in connection with any of the transactions contemplated by this lease. Lessor and Tenant each agree to indemnify, defend (by counsel reasonably satisfactory to the indemnified party), save, and hold harmless the other from and against any and all losses, claims, damages, liabilities, fees and costs, and all other expenses related to, growing out of, or arising from, any claims or demands for any brokerage commissions or finder's fee alleged to be payable because of any act, omission, or statement of the indemnifying party. Lessor shall pay Broker's commission in the amount of \$8,663.00 to One World Realty, Inc., on or before November 1, 2014. The terms of this section shall survive the commencement and any termination of this lease.

EXECUTED on this 31~~st~~ day of October, 2014.

WITNESSES: (2 for each party)

Signature: [Handwritten Signature]
Printed Name: Nancy J. Luback

Signature: [Handwritten Signature]
Printed Name: George E. Luback

[Handwritten Signature]
GUY C. HILL, LESSOR

Signature: [Handwritten Signature]
Printed Name: _____

Signature: [Handwritten Signature]
Printed Name: _____

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY, TENANT
[Handwritten Signature]
By: Judy L. Davis
Chair



Florida's Dynamic
Waterfront Community

MEMORANDUM

TO: Honorable Chair and Members, CRA Board of Commissioners
City of Riviera Beach, Florida

FROM: Tony T. Brown, Executive Director, Riviera Beach CRA

DATE: October 23, 2014

SUBJECT: Agenda Item: A Resolution Approving a Lease Agreement for 4,439 sq ft of office space located at 1229 E. Blue Heron Boulevard, Riviera Beach, Florida.

Request for Board Action

The Agency is requesting the Board of Commissioners to authorize a Resolution approving a Lease Agreement for 4,439 sq ft of office space located on the south side of Blue Heron Blvd. on Singer Island adjacent to the Bank of America. The lease is for a five year term, starting on November 1, 2014 at the address 1229 E. Blue Heron Boulevard (see picture below of space). The office will be used for the Agency's Clean and Safe Ambassador Program and will include space for the City to operate a police sub-station and use as a voting precinct.



**RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

2001 Broadway, Suite 300
Riviera Beach, FL 33404
P. 561.844.3408 F. 561.881.8043
www.rbcra.com

Tony T. Brown, Executive Director
Board of Commissioners
Judy L. Davis (Dist. 2)
Dawn S. Pardo (Dist. 4)
Bruce Guyton (Dist. 1)
Cedrick A. Thomas (Dist. 3)
Terence "TD" Davis (At-Large)



**2012 Whole City Bronze Award
Bursary Award Recipient**



**2011 Roy F. Kenzie Award
Outstanding Rehabilitation, Renovation and
Reuse Project**

Background

Almost one year ago, we began the journey of developing a robust public safety response to the concerns of citizens and our Commissioners. These major steps include the following: 1) selection of Ken Stapleton, SafeDesign Institute as our public safety consultant to guide us; 2) development of a comprehensive program business plan; 3) adoption of a healthy program budget; 4) commencement of a camera program in the CRA areas; and 5) identification of a primary location for the Clean & Safe Program.

Summary

The Riviera Beach Community Redevelopment Agency (CRA) is committed to maintaining quality neighborhoods and businesses. We are providing clean and safe environments within the CRA boundaries, in addition to being a powerful advocate, leader and resource for the CRA's continuing effort to provide an attractive, dynamic, and economically vital place to live, work, learn, and play. Having the Ambassador Program headquartered on Singer Island was deliberate and will further our effort in the redevelopment of the area west of the Ocean Mall. Uniformed and highly trained Public Service Ambassadors are charged specifically with the responsibility of creating a safe and welcoming environment. While keeping the pedestrian areas clean and free of litter they also have the seasonal responsibility of leaf and weed removal. Sidewalk sweepers and pressure washers help them do their job more efficiently. Their presence is reassuring in pedestrian areas as they work closely with the police, Public Works department and property owners to keep CRA areas graffiti-free.

Fiscal Impact

The base rent will be \$55,488 per year in the first year and increase by two percent each year for the five year term. The Agency will have the option to renew for an additional five year term. The CRA Board approved this expense in the Fiscal Year 2014/2015 Budget. The Lessor will complete interior improvements to accommodate the proposed uses which will be billed to the agency in approximately 60 equal payments over the term of the lease for an amount not to exceed \$50,000 or (833.33 per month). The Agency will need to order new signage for the building.

Recommendation

CRA Staff recommends approving a lease agreement for 4,439 sq ft of office space located at 1229 E. Blue Heron Boulevard, Riviera Beach, Florida.