COUNCIL ITEM 8A
DATE 9/26/11

COUNCIL ITEM 10B
DATE 9/12/11

ORDINANCE 11-74

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

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The City Manager of the City of Port St. Lucie is hereby authorized and directed to enter into the Lease Agreement between the City of Port St. Lucie and the Southwestern Port St. Lucie Little League, said leased premises located in Whispering Pines Park on Darwin Boulevard, more particularly described in the Lease Agreement attached hereto as Exhibit "A" and by reference incorporated herein.

Section 2. This Ordinance shall become effective immediately upon its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2011.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY:_____
JoAnn M. Faiella, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Roger G. Orr, City Attorney

H:\denise\ordinances\ordinances - 2011\PSL Little League lease

LEASE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2011, by and between the **CITY OF PORT ST. LUCIE, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "City", and the **SOUTHWESTERN PORT ST. LUCIE LITTLE LEAGUE, INC.**, a Florida non-profit corporation, hereinafter referred to as "Lessee". In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **LEASED PREMISES**

Lessor leases to Lessee the premises consisting of a portion of the park known as Whispering Pines Park located on Darwin Boulevard in the City of Port St. Lucie. This portion shall be the concession stand area located at the center of the park, more particularly described in Exhibit "A", attached hereto and incorporated herein by reference.

2. **TERM OF LEASE**

The term of this Lease is for a period of five (5) years beginning on the 1st day of March, 2011, and terminating on the 28th day of February, 2016, at 12:01 a.m. This Agreement may be renewed for an additional five (5) year term, for a maximum duration of ten (10) years. Lessee may renew this Lease upon receipt of written notice to Lessor six (6) months prior to the expiration of this Lease. Renewal is at the discretion of the Lessor.

3. **PAYMENT OF UTILITIES**

Lesee shall be responsible for provision and payment for all utilities used in the operation of the leased facilities, described as "Concession Stand" in the attached Exhibit "A". Payments are to be made on quarterly basis to the City of Port St. Lucie. Payments

are due on the first of the month for each quarter. Any payments received after the 5th day of the month in which they are due shall be assessed an additional Fifty Dollars ($50.00) late penalty fee. Failure to timely pay shall be cause for termination of the Lease.

4. **PROCESSING FEE**

Lessee shall pay to the Lessor an administrative processing fee of Two Hundred and Fifty Dollars and 00/100 ($250.00) for the renewal of this Lease. The premises shall be inspected at least annually to ensure that the premises are being kept in satisfactory condition. Satisfactory condition determination shall be the sole discretion of the Parks and Recreation Director or its designee. Upon notice that the premise is not in satisfactory condition, Lessee shall have thirty (30) days to bring the premises into compliance. Failure to do so will be grounds for default and termination of this Lease.

5. **NOTICES**

All notices shall be directed to the following address:

City of Port St. Lucie
Parks and Recreation Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
Attn: Director

Southwestern Port St. Lucie Little League, Inc.
265 SW Port St. Lucie Boulevard,
Box 192
Port St. Lucie, FL 34984
Attn: President

6. **USE OF LEASE PROPERTY**

The premises are to be used as a storage area; office and concession stand for the Lessee and shall be used for the furtherance of the community and civic goals of the Lessee. Lessee shall restrict its use to such purposes and shall not permit the use of the premises for any other purpose without the written consent of the Lessor; provided however, such consent shall not be unreasonably withheld. Lessee shall not use the

premises for any unlawful, hazardous, improper, or immoral use, nor allow any waste or nuisance on the premises.

Recognizing that concession facilities benefit the public and that, where possible, should be available for all scheduled events, Lessee consents and agrees to open, staff, and operate the concession facilities for all scheduled events at Whispering Pines Park; provided however, that Lessor, through its Parks and Recreation Department, shall provide Lessee two (2) weeks' advance notice of such scheduled events, except for events related to Lessee's own activities.

7. **IMPROVEMENTS TO LEASED PROPERTY**

During the term of the Lease, Lessee has the right, at its own expense, to improve or alter the premises. Improvements or alterations may include, but are not limited to, construction to expand concession facilities, storage space. Lessee covenants that such improvements and alterations shall be made in a workmanlike manner and in compliance with all applicable federal, state, and municipal law regulations. Prior to commencing construction of any such improvements, Lessee shall submit all plans and specifications to the Parks and Recreation Director and other appropriate departments of the Lessor for approval. The Lessor's approval shall not be unreasonably withheld. This provision is intended to insure that architectural continuity between the proposed structure and other structures is consistent with the planned overall use and development of Whispering Pines Park.

8. **IMPROVEMENTS TO LEASE PROPERTY**

Lessee shall be responsible for obtaining any and all necessary permits and approvals required for any improvements constructed pursuant to this Lease. All construction shall be performed by duly licensed by the City of Port St. Lucie. Prior to commencement of construction, any contractor shall provide to Lessor current certificates of insurance and proof of worker's compensation insurance satisfactory to Lessor. The existing structure, all additions, changes, and other improvements erected or placed on the premises shall remain thereon and shall not be removed therefrom, and all such permanent improvements and structures shall be the property of the City. Lessee shall be responsible for the construction and maintenance of all areas that are not accessed as public facilities and keep them in good repair, solely at the Lessee's expense, during the duration of this Lease.

9. **NON DISCRIMINATION**

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

10. **LIABILITY**

Lessor shall not be liable for damage claims from injury to persons or property from any cause relating to the occupancy, construction, improvement, maintenance, or operation of the premises by Lessee during the term of this Lease or any extension

thereof. Lessee shall indemnify Lessor from all liability, loss or other damage claims or obligations resulting from any injuries or losses of this nature and, further, from any claims that may arise as a result of Lessee's construction of improvements to the park.

11. **INSURANCE**

Lessee shall procure and maintain in force at its own expense, during the term of this Lease and any extension thereof, public liability insurance with insurers and through brokers approved by the Lessor. Said insurance coverage shall name and include the City of Port St. Lucie as an additional insured. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring within the leased premises in a minimum amount of One Million Dollars ($1,000,000.00) for any one accident and One Million Dollars ($1,000,000.00) for property damage. The policy shall be delivered to City for safekeeping. Lessee shall provide to Lessor a written obligation from the insurers to notify Lessor, in writing, at last thirty (30) days prior to the cancellation or refusal to renew any policy.

12. **ASSIGNMENT**

Lessee shall not assign this Lease to another party without the express written approval of Lessor.

13. **BREACH OF LEASE**

The failure of Lessee to comply with each and every term and condition of this Lease shall constitute a breach of this Lease. Southwestern Port St. Lucie Little League shall have thirty (30) days after the date of written notice of any breach to correct the condition specified in the notice or, if the corrections cannot be made within the thirty (30)

day period, Lessee shall have a reasonable time to correct the default, if corrective action is commenced by Lessee within fifteen (15) days after receipt of the notice.

14. **TERMINATION OF LEASE**

In the event that the Lessee breaches this Lease, City shall have the right to terminate this Lease, and upon termination all structures and improvements to the premises made by the Lessee shall become the sole and exclusive property of the Lessor. Lessor has the right upon ninety (90) days written notice prior to any anniversary date of this Lease, to terminate this Lease, with or without cause, and upon such anniversary date re-take possession of the leased premises.

15. **REMEDIES**

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

17. **VENUE**

The laws of the State of Florida shall govern this Lease and venue of any proceedings hereunder shall be in a court of proper jurisdiction in St. Lucie County, Florida.

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

CITY OF PORT ST. LUCIE

BY:_____
Jerry A. Bentrott
City Manager

ATTEST:

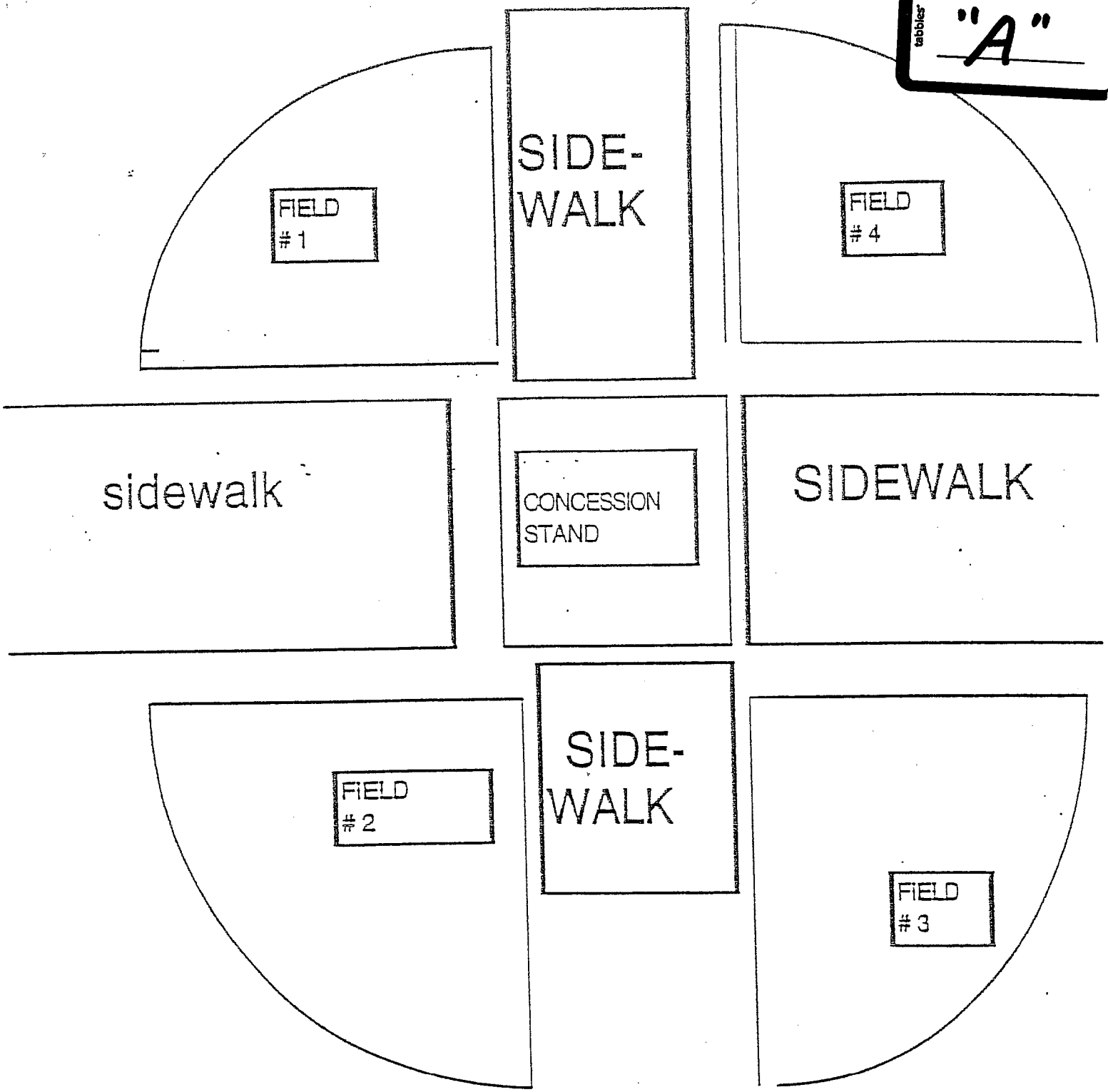
_____
Karen Phillips, City Clerk

SOUTHWESTERN PORT ST. LUCIE LITTLE LEAGUE.

BY: Shawn Lewis 3 Sept 2011
Shawn Lewis, President

Denise/lease/lease agreements/sw psl little league lease agreement

EXHIBIT "A"



WHISPERING PINES PARK
SOUTHWESTERN PSL LITTLE LEAGUE

Exhibit A

MEMORANDUM

TO: JERRY A. BENTROTT, CITY MANAGER

FROM: PAM E. BOOKER HAKIM, SENIOR ASSISTANT CITY ATTORNEY

DATE: SEPTEMBER 7, 2011

SUBJECT: SOUTHWESTERN PORT ST. LUCIE LITTLE LEAGUE, INC. LEASE AGREEMENT/ORDINANCE

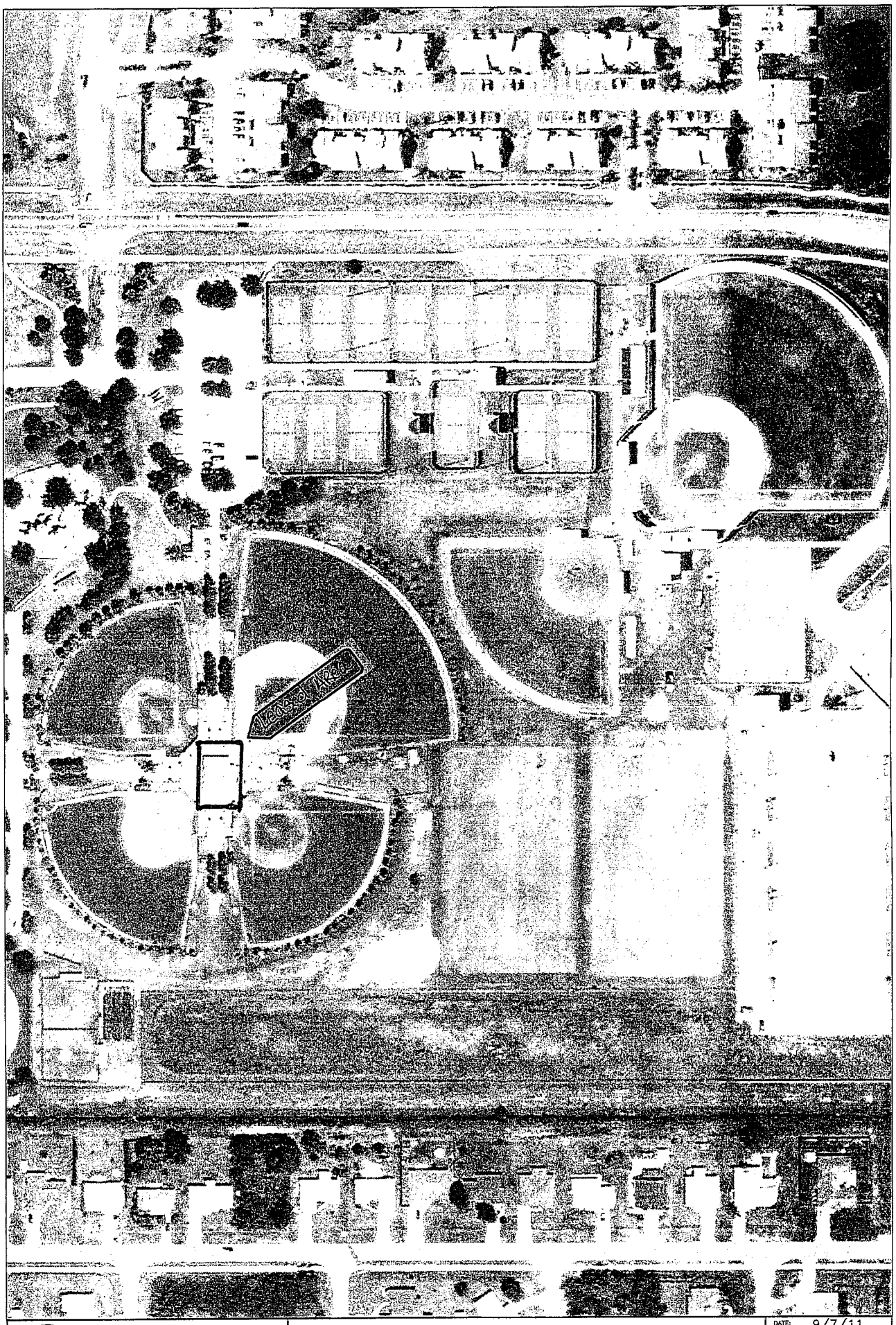
Attached for review and approval of the Port St. Lucie City Council is a Lease Agreement and corresponding ordinance authorizing the City Manager to enter into the Lease Agreement with the Southwestern Port St. Lucie Little League, Inc.

The Southwestern Port St. Lucie Little League shall pay to the City an administrative processing fee of $250.00. The Lessee will pay for all expenses associated with the Lease of the property including, but not limited to, all utilities, garbage collection, lawn and property maintenance, and any improvements or alterations to the premises.

Please place this item on the next available City Council agenda. Should you have any questions or need additional information, please contact me at 873.6525.

PBH/dmf
Attach.

RECEIVED
SEP 07 2011
City Manager's Office



CITY OF PORT ST. LUCIE FLORIDA

Prepared by:
M.I.S. DEPARTMENT

PZ2011.DWG

AERIAL JAN 2009

DATE: 9/7/11

APPLICATION NUMBER:

CADD FILE NAME:
WHISPERING PINES

SCALE:1"=125'