

**RESOLUTION NO. 03-21**

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO OFFICE SPACE; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A LEASE AGREEMENT FOR APPROXIMATELY 4,850 SQUARE FEET OF OFFICE SPACE AT 8950 S.W. 152 STREET AT A COST OF \$17 PER SQUARE FOOT; PROVIDING AN EFFECTIVE DATE..

WHEREAS, the Village of Palmetto Bay has been utilizing temporary office space at the Chamber South facility at 900 Perrine Avenue for the planning phase; and

WHEREAS, the Village is preparing to commence the operations phase wherein essential municipal services will be provided by the Village; and

WHEREAS, a more suitable facility with approximately 5,000 Square Feet and adequate public access and parking is needed for these activities; and

WHEREAS, a thorough search of available space has analyzed over 21 sites; and

WHEREAS, the 8950 SW 152 Street location is the only location that meets all of the near term needs of the Village and also has room for possible future expansion.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

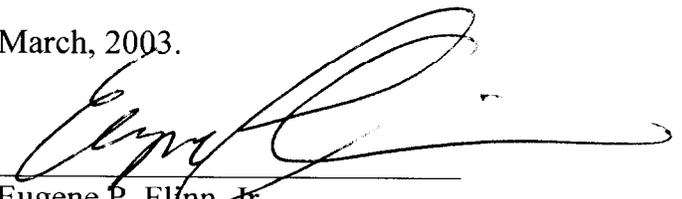
Section 1. The Village Manager is authorized to enter into a lease for approximately 4,850 Square Feet of office space at 8950 SW 152 Street at \$17 per Square Foot in accordance with the terms of the attached proposal.

Section 2. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 3rd day of March, 2003.

Attest:

  
\_\_\_\_\_  
Meighan Pier  
Village Clerk

  
\_\_\_\_\_  
Eugene P. Flinn, Jr.  
Mayor

APPROVED AS TO FORM:

Earl G. Gallop  
Earl G. Gallop,  
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	<u>AYE</u>
Council Member Paul Neidhart	<u>AYE</u>
Council Member John Breder	<u>AYE</u>
Vice-Mayor Linda Robinson	<u>AYE</u>
Mayor Eugene P. Flinn, Jr.	<u>AYE</u>

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VILLAGE OF PALMETTO BAY  
900 PERRINE AVENUE  
PALMETTO BAY, FL 33157  
(305) 238-7192 Fax: (305) 254-0805

February 27, 2003

Mr. Michael Sontag  
15912 SW 92 Avenue  
Miami, FL 33157

RE: PROPOSAL FOR: Village of Palmetto Bay  
Village Hall at Bell South Building  
8950 SW 152 Street, Palmetto Bay, FL 33157

Dear Mike:

Pursuant to our discussions, the following outlines the basic terms and conditions under which we would consider leasing space in the above referenced project.

- TENANT:** Village of Palmetto Bay
- SPACE SIZE:** 4,850 Square feet, subject to verification.  
Tenant shall have the right to increase the square footage at the same rate per square foot so long as such additional space is available. Exact size and configuration to be determined between the parties, if needed.
- USE:** Village Hall administrative offices and related governmental activities
- TERM:** 10 years and 2 (5) year options
- RIGHT TO CANCEL:** Tenant shall have the option to terminate the Lease at any time after the initial 6 months, upon 180 days written notice.
- RENT:** \$17.00 per square foot annually, payable in monthly installments.
- RENT COMMENCEMENT:** Upon substantial occupancy by Tenant by no later than May 1, 2003. Tenant shall be granted possession and access upon Lease execution.

**ADDITIONAL CHARGES:** So long as Tenant is the sole occupant of the Building, Tenant shall bear its own costs of utilities. Should other Tenants co-occupy the Subject Building, such utilities shall be shared on a pro-rata basis, based on square

footage of occupancy. However, if for the convenience of Landlord, such utility costs are increased as a result of Landlord's actions, then in that event, the parties agree to equitably share such costs.

**CONDITION OF SPACE:**

Tenant to accept the space in its "as is" condition; however Landlord warrants that all mechanical, plumbing, and electrical systems to be in good working condition. Additionally, Landlord agrees to remove the elevated floor located in the southwest corner of the leased premises and further agrees to install up to Four (4) interior doors at Landlord's expense.

**MAINTENANCE OF PROPERTY:**

Landlord shall, at its expense, maintain the common areas/facilities including the exterior grounds, roof and structure, mechanical, electrical and plumbing systems. Additionally, Landlord agrees to pressure wash the exterior walkway areas.

**CO-TENANCY:**

Landlord agrees not permit any use or occupancy by any co-tenant that would unduly interfere with or infringe upon Tenant's use, occupancy and quiet enjoyment of the Premises.

If the foregoing terms are acceptable, kindly indicate by counter-signing this letter and returning to me.

This proposal is submitted for review and is subject to modification by either Party. This letter is not intended to be contractual in nature. It is only an expression of the basis upon which we would consider entering into a lease. Neither Party will be legally bound by these terms and conditions until a mutually acceptable lease has been fully executed by both Parties.

Sincerely,

Village of Palmetto Bay

**AGREED TO AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.**

**BY:** \_\_\_\_\_

Landlord