

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: December 21, 2020

RE: Parking Lease Agreement with Talbot House Ministries of Lakeland, Inc.

In August 2017, the CRA acquired the properties located at 830 and 848 North Kentucky Avenue, west of Mass Market, for land assembly. As Mass Market began to lease up, parking became an issue. The newly-acquired property was converted into parking, with the resulting design netting sixty-four (64) parking spaces.

Prior to the CRA's acquisition, the previous property owner allowed Talbot House Ministries staff to park on the property during business hours. Dr. Brenda Reddout, Talbot House's Executive Director, approached staff about leasing twenty (20) spaces for Talbot House staff. While negotiating an appropriate rate per space, and considering Talbot House's non-profit status, CRA staff structured an agreement allowing for service in lieu of a rate per space payment. CRA staff proposed use of the parking spaces in exchange for Talbot House's assistance with trash removal from the CRA properties in the immediate vicinity because illegal dumping is a persistent issue in the area.

The attached proposed lease is for an initial term of one year and provides for automatic one-year term renewals each year thereafter unless written notice of non-renewal is provided by either party. In addition, the lease may be terminated by either party without cause upon 180-days written notice. Talbot House has agreed to a lease payment of \$99 annually and to the regular upkeep of the CRA's adjacent properties.

The CRA Advisory Board voted unanimously to approve the attached parking lease at its November 5, 2020 meeting. It is recommended that the City Commission, acting as the Lakeland CRA, approve the attached Lease Agreement with Talbot House Ministries of Lakeland, Inc. and authorize the appropriate LCRA officials to execute the Agreement.

Attachment

LEASE AGREEMENT

THIS LEASE is entered into this ____ day of November, 2020, by and between the LAKELAND COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, (“LESSOR”), whose address is 228 South Massachusetts Avenue, Lakeland, Florida 33801, and Talbot House Ministries of Lakeland, Inc., a Florida Non Profit Corporation (“LESSEE”), whose address is 814 North Kentucky Avenue, Lakeland, Florida 33801. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows:

1. Leased Property. LESSOR agrees to lease to LESSEE and LESSEE agrees to lease from LESSOR twenty (20) parking spaces on real property (the “Property”) located at 830 North Kentucky Avenue, Lakeland, FL 33801, more particularly included as Exhibit “A” and described as follows:

SCHIPMANS SURVEY DB G PG 360 361 BLK 18 LOT 8 N1/2& LOT 10 & S1/2
OF LOT 12

2. Lease Term. The Lease shall commence upon full execution of the Lease by LESSOR and LESSEE upon the terms and conditions set forth herein.

3. Renewal Term. The term of this shall commence upon full execution and shall continue in effect for an initial term of one (1) year. Provided LESSEE is not in default of the terms of this Lease and neither party provides written notice of its intention not to renew this Lease at least one hundred twenty (120) days prior to the expiration of the initial term, this Lease shall automatically renew for an additional one year term and shall likewise be renewed for additional one (1) year term subsequent thereto unless either party provides written notice of its intention not to renew this Lease at least sixty (60) days prior to the expiration of the then-current renewal term. In addition to the forgoing, either party may terminate this Lease at any time without cause by providing one hundred eighty days (180) days written notice of such intention to the other party hereto and this Lease shall terminate at the end of said 180-day notice period.

4. Lease Rate. LESSEE shall pay to the CRA ninety-nine dollars (\$99.00) annually for the lease of the Property upon execution and by October 1st of each subsequent year. In addition, LESSEE shall cleanup/pick up garbage, trash and debris, within the surrounding Right-of-Way of the block and on the Properties listed below.

830 N Kentucky Ave
204 E Parker St

5. Use of Property. The Property shall be used solely for parking and shall otherwise be used solely in accordance with all local, state and federal laws and regulations. The Property shall be available for LESSEE's use Monday through Friday.

6. Assignment. LESSEE shall not assign its rights or delegate its duties under this Lease without the express written consent of the LESSOR, which consent may be granted or denied in the LESSOR's sole discretion.

7. Default; Termination for Cause. In the event either party is in material breach of any condition of this Lease, the non-defaulting party shall provide written notice of such default to the defaulting party, which notice shall specify the nature of the default and grant the defaulting party thirty (30) days after receipt of such notice in which to cure the default. In the event the default is not cured within said curative period, then the defaulting party shall be considered in default of this Lease and the non-defaulting party, at its option, may immediately terminate this Lease and may additionally pursue any other remedy available to the non-defaulting party at law or in equity.

8. No Bailment. This Lease shall not be interpreted as a bailment agreement and the LESSOR shall have no duty to care for automobiles parked on the Property.

9. Right of Access. The LESSOR and its agents shall have full access to all areas of the Property for all purposes at all times but shall not unreasonably interfere with LESSEE's rights under this Lease.

10. Signage. LESSEE may erect signage on the Property with the prior written consent of the LESSOR provided such signage complies with all local, state and federal regulations.

11. Maintenance. LESSOR shall be responsible for the normal upkeep and maintenance of the Property. This includes mowing the grass, trimming low hanging

branches, removing fallen branches, and picking up trash. Mowing shall be completed on a routine basis consistent with other properties LESSOR maintains. The removal of live or fallen trees shall not be included in routine maintenance. The Property shall be maintained in accordance with the provisions of the City of Lakeland's Land Development Code and other applicable regulations.

12. Improvements. LESSEE shall not make any improvements to the Property without the prior written consent of the LESSOR.

13. Successors and Assigns. This Lease shall be legally binding upon and inure to the benefit of the parties hereto, and the parties' legal successors and permitted assigns.

14. Notices. All notices required or permitted under this Lease shall be in writing and delivered by hand delivery, U.S. certified mail, return receipt requested, or by a nationally recognized overnight courier service. Notice shall be deemed given on the date of actual delivery in the case of hand delivery or use of an overnight courier service, and, in the case of certified mail, on the earlier of the date of the signature on the return receipt or five (5) days subsequent to deposit into the U.S. postal system. Notices shall be addressed to the following individuals at the following addresses unless a party provides notice under this paragraph that notice should be addressed to other individuals or addresses:

LESSOR:
Community Redevelopment Agency
City Hall
228 South Massachusetts Ave.
Lakeland, Florida 33801
Attn.: Alis Drumgo, Manager

LESSEE:
Talbot House Ministries of Lakeland, Inc.
814 North Kentucky Ave.
Lakeland, FL 33801
Attn: Brenda Reddout

15. Insurance; Indemnification. LESSEE shall procure and maintain at all times during the duration of this Lease, insurance coverage of the following types and amounts with insurers possessing AM Best ratings of no less than A:

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect LESSEE and LESSOR against all claims arising from bodily injury, sickness, disease or death of any person other than LESSEE's employees, and damage to property of the LESSOR or others, arising out of any act or omission of LESSEE or LESSEE's guests, tenants, invitees, successors or assigns. This

policy shall also include protection against claims insured by usual personal injury liability coverage and shall provide insurance coverage for the contractual liability assumed by LESSEE under the hold harmless/indemnification provision set forth below.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$1,000,000 combined single limit each occurrence
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LESSOR shall be named as an additional insured on all policies and each policy shall require a sixty (60) day cancellation notice to LESSOR as a condition precedent to the cancellation thereof. The insurance requirements set forth herein shall in no way limit the liability of LESSEE. The LESSOR does not represent said insurance requirements to be sufficient or adequate to protect LESSEE's interests or liabilities; said requirements are merely minimums. Insurance required of LESSEE herein or any other insurance coverage available to LESSEE shall be considered primary. LESSEE agrees to defend, indemnify and hold harmless LESSOR, its officers, agents and employees, from and against any and all claims, suits, demands, actions, damages, losses, costs and expenses, including attorney's fees and costs, incurred by LESSOR as a direct result of LESSEE's exercise of its rights under this Lease, the material breach of this Lease by LESSEE, or related to LESSEE's negligence or wrongful actions.

16. Ad Valorem Taxes. This Paragraph was intentionally deleted.

17. General Provisions.

(a) This Lease constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings or agreements between the parties, whether oral or written, with respect thereto.

(b) In the event of an occurrence beyond a party's reasonable control delaying or preventing performance hereunder, that party's performance shall be excused while such event continues, provided the affected party gives prompt notice of such event or occurrence to the other party hereto and takes all reasonable steps to eliminate the event or occurrence delaying or preventing performance. The times for performance set forth herein shall be extended for the period of time the event or occurrence delaying performance continues.

(c) This Lease shall not be subject to any rule requiring construction against the drafter hereof. The fact that one of the parties may have drafted or structured any provision of this Lease or any document attached as an exhibit hereto shall not be considered in construing the particular provision either in favor of or against such party.

(d) This Lease and any disputes arising from this Lease shall be governed by the laws of the State of Florida, irrespective of Florida’s choice of law provisions. Venue for any litigation shall be in the Tenth Judicial Circuit in and for Polk County, Florida or the United States Middle District Court of Florida, Tampa Division.

(e) No modification or amendment to this Lease shall be effective unless in writing and duly executed by both parties hereto. No waiver of any requirement of this Lease shall be effective unless in writing and duly executed by the party sought to be bound thereby. No waiver of any provision of this Lease shall be construed as a waiver of said provision as to any future application or a waiver of any other provision of this Lease unless specified otherwise in writing and duly executed by the party sought to be bound thereby.

(f) This Lease shall become effective upon execution by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers on the date first appearing above.

ATTEST:

**LAKELAND COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Kelly Koos, City Clerk

By: _____
H. William Mutz, LCRA Chairman

Approved as to Form and Correctness:

By: _____
Palmer Davis, City Attorney

WITNESSES:

**TALBOT HOUSE MINISTRIES OF
LAKELAND, INC.**

By: _____
Print Name: _____

By: _____
Brenda C. Reddout

Title:

By: _____

Print Name: _____

**STATE OF FLORIDA
COUNTY OF POLK**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared _____, as _____ of Talbot House Ministries of Lakeland, Inc., who [] is personally known to me OR who [] produced _____ as identification.

WITNESS my hand and official seal in the County and State aforesaid this _____ day of _____, 2020.

Notary Seal:

Notary Public: