

Sponsored by: Janke

**CITY OF MARATHON, FLORIDA
RESOLUTION 2004-047**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO LEASE AMENDMENT NO. 2 WITH THE DEWEY O. BROBERG, JR. TRUST AND THE MARY LOU BROBERG TRUST, TO EXTEND THE LEASE TERMS ON UNITS 1, 5, AND 6 AT THE 100th STREET CENTER UNTIL MAY 1, 2004, FOR A TOTAL PAYMENT OF \$7,036.70 MONTHLY.

WHEREAS, presently, the City of Marathon (the "City") leases office space from the Dewey O. Broberg, Jr. Trust and the Mary Lou Broberg Trust for City Hall; and

WHEREAS, the current lease expired on April 30th, 2004 and this amendment shall extend the lease term until May 1, 2005.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. The City Manager is authorized to enter into amendment No. two (2) to the lease agreement for City Hall, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

Section 3. The City Manager is authorized to execute the amendment to the lease agreement.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 8th day of June, 2004.

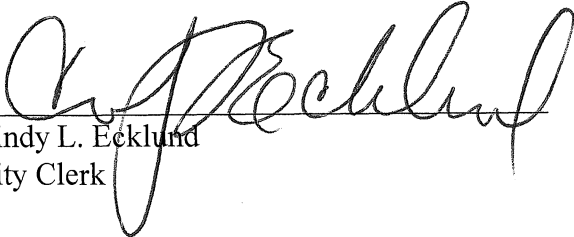
THE CITY OF MARATHON, FLORIDA



Jeffrey M. Rinkus, Mayor

AYES: Bartus, Bull, Mearns, Miller, Pinkus
NOES: None
ABSENT: None
ABSTAIN: None

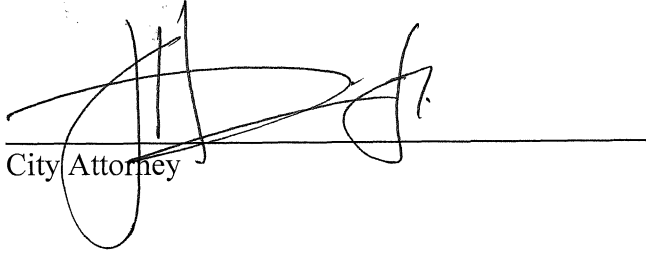
ATTEST:



Cindy L. Eeklund
City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**


City Attorney

SECOND AMENDMENT TO COMMERCIAL LEASE

THIS SECOND AMENDMENT TO COMMERCIAL LEASE (the "Second Amendment") is entered into this ____ day of March 2004, by and between the **DEWEY O. BROBERG, JR., TRUST and the MARY LOU BROBERG TRUST** (collectively the "Lessor") and the **CITY OF MARATHON**, a Florida municipal corporation (the "Lessee").

RECITALS

1. On April 4, 2001, Lessor and Lessee entered into that certain Commercial Lease (the "Lease") concerning real property located at 100th Street Center, Units 1, 5 and 6, also commonly known as 10005, 10045 and 10055 Overseas Highway, Marathon, Monroe County, Florida (the "Premises"); the term of the Lease expired on April 30, 2003; and:

2. Thereafter on or about February 25, 2003 the parties entered into the First Amendment to the Commercial Lease (the "First Amendment") extending the term of the Lease from April 30, 2003 to April 30, 2004 (the "Term") (among other things more specifically recited therein). The original Lease and First Amendment to the Lease shall hereinafter collectively be referred to as the "Lease".

3. The Parties have agreed to enter into this Second Amendment to extend the Term of the Lease and modify certain terms and conditions of the Lease.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated herein by reference.

2. Conflict. In the event of any conflict between the terms of the Lease and the terms of this Second Amendment, the terms of this Second Amendment shall control.

3. This Lease. All references in this Second Amendment to "this Lease" shall include this Second Amendment.

4. Section 5 of the First Amendment is modified as follows:

Term. The Lease is hereby modified to extend the Term from April 30, 2004 to May 1, 2005 (the "Termination Date").

5. Section 10 of the First Amendment entitled Right of First Refusal is hereby deleted in its entirety.

6. Rent. Beginning on May 1, 2004 the rent paid for the Premises shall increase by

four percent (4%) each year. The rent shall be \$7,036.70 per month, which amount includes additional taxes and maintenance fees.

7. Water/Sewer Charge. Immediately upon "connection" of the City of Marathon sewer system to 100th Street Center Lessee shall pay Lessor \$75.00 per month/ per unit for water and sewer services specifically for Units 1, 5 and 6.

8. Real Estate Taxes. Beginning on May 1, 2004 Lessee shall pay to Lessor its pro rata share of the entire real estate tax bill for the Premises, the pro rata share shall be based upon the square footage of the Premises occupied by Lessee as it relates to the whole property. (The amounts paid in Section 6 above shall include all real estate taxes due under this Section 8.)

9. Termination. In the event Lessor sells the property at any time during the term of this Lease, Lessor may cancel the Lease by giving Lessee six (6) months written notice.

10. Ratification. Except as set forth in this Second Amendment, the Lease remains unmodified and in full force and effect and all the terms and conditions set forth in the Lease are ratified by the parties.

11. Counterparts. This Second Amendment may be executed in one of more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. A facsimile copy of this Second Amendment and any other signatures hereon shall be considered for all purposes as originals. Except as expressly modified by this Second Amendment, the terms and provisions of the Lease remain unmodified and are in full force and effect.

IN WITNESS WHEREOF, this Lease has been executed by the parties as of the date set forth on the first page of this Lease.

LESSEE

CITY OF MARATHON,
A Florida municipal corporation,

By: W. Scott Janke
Print name: W. Scott Janke
Title: City Manager

Attest: Cindy L. Ecklund
Cindy L. Ecklund, City Clerk

WITNESSES:

Dail Covington
Print Name: Dail Covington
Danna M. Cofano
Print Name: Danna M. Cofano

Approved as to form:

By: [Signature]
City Attorney

My commission expires:

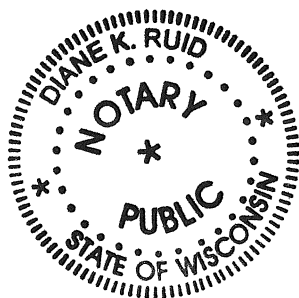
STATE OF FLORIDA)
) ss:
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 21 day of ^{JUNE}~~April~~, 2004, by MARY LOU BROBERG, TRUST, who (check one) is [] personally known to me or [] has produced a Florida driver's license s identification.

DIANE K. RUID
Printed Name of Notary Public

Diane K. Ruid
Signature of Notary Public

My commission expires: 03-13-2005



WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

LESSOR

Dewey D. Broberg, Jr. TTE
Dewey Broberg, Jr., Trust

Mary Lou Broberg TTE
Mary Lou Broberg, Trust

STATE OF FLORIDA)
) ss:
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 15th day of ~~April~~ ^{June}, 2004, by W. Scott Janke, who (check one) is [] personally known to me or [] has produced a Florida driver's license s identification.

Diane Clavier
Printed Name of Notary Public



Diane Clavier
My Commission DD235763
Expires July 29, 2007

Diane Clavier
Signature of Notary Public

My commission expires:

STATE OF FLORIDA)
) ss:
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 21 day of ~~April~~ ^{JUNE}, 2004, by DEWEY BROBERG, JR., TRUST, who (check one) is [] personally known to me or [] has produced a Florida driver's license s identification.

DIANE K. RUIO
Printed Name of Notary Public

Diane K. Ruio
Signature of Notary Public