

MEMORANDUM

2D-4)

**TO:** Mayor Craig Fletcher and  
City Councilmember

**FROM:** Tammy K. Vock, MMC *Tammy*  
City Clerk

**DATE:** January 2, 2012

**SUBJECT:** Lease Agreement – Debbie Mayfield, State Representative

At the December 11, 2012 Special Call meeting Council approved a Lease Agreement with State Representative, Debbie Mayfield, to continue leasing office space at City Hall. There were some changes made to that agreement that would allow for an on-going agreement unless either party desires to terminate the agreement with or without cause. Representative Mayfield requested that they approve the original agreement, which states that the term of the lease shall automatically renew annually thereafter unless either party provides at least 60 days written notice on non-renewal to the other party. Both parties have agreed to these terms and would respectfully request that the City Council approves the Lease Agreement.

/tv

NEW

## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Agreement") was entered into as of the 1<sup>st</sup> day of December, 2012 by and between the CITY OF VERO BEACH, a Florida municipal corporation, P.O. Box 1389, Vero Beach, Florida 32961-1389 (hereinafter "LANDLORD") and THE HONORABLE DEBBIE MAYFIELD, STATE REPRESENTATIVE, DISTRICT 54, 1053 20<sup>th</sup> Place, Vero Beach, Florida 32960 (hereinafter "TENANT").

LANDLORD AND TENANT, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, AGREE AS FOLLOWS:

1. **Leased Premises.** LANDLORD hereby demises and leases to TENANT and TENANT hereby hires, rents and leases from LANDLORD that certain premises comprised of the office space of approximately Four Hundred Eighty (480) square feet located immediately adjacent to the City Hall lobby on the ground floor of the City of Vero Beach City Hall, 1053 20<sup>th</sup> Place, Vero Beach, Florida. The office space is leased unfurnished.

2. **Term.** The term of this Agreement shall be for one (1) year commencing on December 1, 2012, which term shall automatically renew annually thereafter unless either party provides at least sixty (60) days written notice of non-renewal to the other party.

3. **Rent.** TENANT shall without notice from LANDLORD pay to LANDLORD, in lawful money of the United States, rent in the amount of \$185.00 per month plus any applicable taxes as billed, commencing on the 1st day of December 2012 and thereafter on the first day of each month during the term of this Agreement.

4. **Use of Premises.** Use of the leased premises shall be limited solely to office and clerical work. TENANT shall operate its business from the leased premises and conduct said business at all times in a quiet and dignified manner so as to reflect credit on the operation of City Hall.

5. **Assignment or Subleasing.** Neither TENANT nor any assignee or sub-lessee of TENANT may assign this Agreement, or any portion thereof, or sublease any part of the leased premises without the written consent of LANDLORD. Any attempt to do so without LANDLORD'S written consent shall be void ab initio.

6. **Compliance with Law.** TENANT shall comply with all laws and regulations pertaining to the use of the leased premises. The provisions of state law regarding non-residential tenancies shall govern enforcement of this Agreement.

7. **Special Conditions.**

(a) TENANT shall provide and pay for all its own telephone and other utility connections and also all charges against the operation thereof. LANDLORD shall provide and pay for the cost of electric, maintenance, and janitorial services.

(b) Signs shall not be permitted without the written consent of LANDLORD.

(c) Upon termination or expiration of this Agreement, the leased premises shall be returned to LANDLORD in good condition, reasonable wear and tear excepted.

IN WITNESS HEREOF, LANDLORD and TENANT have hereunto affixed our hands and seals on the dates entered below.

WITNESSES:

TENANT

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Debbie Mayfield  
State Representative

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Debbie Mayfield, State Representative, as Tenant. She is personally known to me or produced \_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC  
Commission No.:  
My Commission Expires:

ATTEST:

LANDLORD

\_\_\_\_\_  
Tammy K. Vock  
City Clerk

By: \_\_\_\_\_  
A. Craig Fletcher  
Mayor

(SEAL)

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2012, on behalf of the City of Vero Beach, Florida, by A. Craig Fletcher, as Mayor, and attested by Tammy K. Vock, as City Clerk, of the City of Vero Beach, Florida. Both are personally known to me.

\_\_\_\_\_  
NOTARY PUBLIC  
Commission No.:  
My Commission Expires:

Approved as to form  
and legal sufficiency:

Approved as conforming to municipal  
policy:

\_\_\_\_\_  
Wayne R. Coment  
City Attorney

\_\_\_\_\_  
James R. O'Connor  
City Manager



**The Florida House of Representatives**  
**Representative Debbie Mayfield**  
**District 54**

- 1053 20<sup>th</sup> Place  
 Vero Beach, Florida 32960  
 (772) 778-5077  
 Fax: (888) 544-0393
- 317 House Office Building  
 402 South Monroe Street  
 Tallahassee, FL 32399  
 (850) 488-0952

**Committees**  
 State Affairs Committee, Vice Chair  
 Finance & Tax Committee  
 Government Operations Appropriations Subcommittee, Vice Chair  
 Federal Affairs Subcommittee  
 Government Operations Subcommittee  
 Transportation & Economic Development Appropriations Subcommittee  
 Joint Legislative Auditing Committee, Alternating Chair

November 28, 2012

James R. O'Connor, City Manager  
 City of Vero Beach  
 1053 20th Place  
 Vero Beach, FL 32960

Dear Mr. O'Connor:

It is my desire to continue to rent the office space located at 1053 20th Place which is currently leased to State House District 54. It is my understanding the current lease term is December 1, 2011 to November 30, 2012 at the rate of \$185.00 per month and I would request that you consider extending the same terms.

Please feel free to contact me if you or the council require any additional information or wish to discuss the lease terms further. Thank you.

Sincerely,

Debbie Mayfield  
 State Representative, District 54

## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Agreement") was entered into as of the 1<sup>st</sup> day of December, 2012 by and between the CITY OF VERO BEACH, a Florida municipal corporation, P.O. Box 1389, Vero Beach, Florida 32961-1389 (hereinafter "LANDLORD") and THE HONORABLE DEBBIE MAYFIELD, STATE REPRESENTATIVE, DISTRICT 54, 1053 20<sup>th</sup> Place, Vero Beach, Florida 32960 (hereinafter "TENANT").

LANDLORD AND TENANT, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, AGREE AS FOLLOWS:

1. **Leased Premises.** LANDLORD hereby demises and leases to TENANT and TENANT hereby hires, rents and leases from LANDLORD that certain premises comprised of the office space of approximately Four Hundred Eighty (480) square feet located immediately adjacent to the City Hall lobby on the ground floor of the City of Vero Beach City Hall, 1053 20<sup>th</sup> Place, Vero Beach, Florida. The office space is leased unfurnished.

2. **Term.** The term of this Agreement shall commence on December 1, 2012, continuing annually thereafter unless either party desires to terminate this Agreement with or without cause by providing at least thirty (30) days written notice of such termination.

3. **Rent.** TENANT shall without notice from LANDLORD pay to LANDLORD, in lawful money of the United States, rent in the amount of \$185.00 per month plus any applicable taxes as billed, commencing on the 1st day of December 2012 and thereafter on the first day of each month during the term of this Agreement.

4. **Use of Premises.** Use of the leased premises shall be limited solely to office and clerical work. TENANT shall operate its business from the leased premises and conduct said business at all times in a quiet and dignified manner so as to reflect credit on the operation of City Hall.

5. **Assignment or Subleasing.** Neither TENANT nor any assignee or sub-lessee of TENANT may assign this Agreement, or any portion thereof, or sublease any part of the leased premises without the written consent of LANDLORD. Any attempt to do so without LANDLORD'S written consent shall be void ab initio.

6. **Compliance with Law.** TENANT shall comply with all laws and regulations pertaining to the use of the leased premises. The provisions of state law regarding non-residential tenancies shall govern enforcement of this Agreement.

7. **Special Conditions.**

(a) TENANT shall provide and pay for all its own telephone and other utility connections and also all charges against the operation thereof. LANDLORD shall provide and pay for the cost of electric, maintenance, and janitorial services.

(b) Signs shall not be permitted without the written consent of LANDLORD.

(c) Upon termination or expiration of this Agreement, the leased premises shall be returned to LANDLORD in good condition, reasonable wear and tear excepted.

IN WITNESS HEREOF, LANDLORD and TENANT have hereunto affixed our hands and seals on the dates entered below.

WITNESSES:

TENANT

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Debbie Mayfield  
State Representative

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

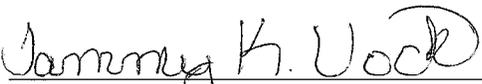
STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Debbie Mayfield, State Representative, as Tenant. She is personally known to me or produced \_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC  
Commission No.:  
My Commission Expires:

ATTEST:

LANDLORD

  
\_\_\_\_\_  
Tammy K. Vock  
City Clerk

By: \_\_\_\_\_  
A. Craig Fletcher  
Mayor

(SEAL)

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2012, on behalf of the City of Vero Beach, Florida, by A. Craig Fletcher, as Mayor, and attested by Tammy K. Vock, as City Clerk, of the City of Vero Beach, Florida. Both are personally known to me.

\_\_\_\_\_  
NOTARY PUBLIC  
Commission No.:  
My Commission Expires:

Approved as to form  
and legal sufficiency:

Approved as conforming to municipal  
policy:

\_\_\_\_\_  
Wayne R. Coment  
City Attorney

\_\_\_\_\_  
James R. O'Connor  
City Manager

## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Agreement") was entered into as of the 1<sup>st</sup> day of December, 2012 by and between the CITY OF VERO BEACH, a Florida municipal corporation, P.O. Box 1389, Vero Beach, Florida 32961-1389 (hereinafter "LANDLORD") and THE HONORABLE DEBBIE MAYFIELD, STATE REPRESENTATIVE, DISTRICT 54, 1053 20<sup>th</sup> Place, Vero Beach, Florida 32960 (hereinafter "TENANT").

LANDLORD AND TENANT, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, AGREE AS FOLLOWS:

1. **Leased Premises.** LANDLORD hereby demises and leases to TENANT and TENANT hereby hires, rents and leases from LANDLORD that certain premises comprised of the office space of approximately Four Hundred Eighty (480) square feet located immediately adjacent to the City Hall lobby on the ground floor of the City of Vero Beach City Hall, 1053 20<sup>th</sup> Place, Vero Beach, Florida. The office space is leased unfurnished.

2. **Term.** The term of this Agreement shall be for one (1) year, from December 1, 2012 through November 30, 2013.

3. **Rent.** TENANT shall without notice from LANDLORD pay to LANDLORD, in lawful money of the United States, rent in the amount of \$185.00 per month plus any applicable taxes as billed, commencing on the 1st day of December 2012 and thereafter on the first day of each month during the term of this Agreement.

4. **Use of Premises.** Use of the leased premises shall be limited solely to office and clerical work. TENANT shall operate its business from the leased premises and conduct said business at all times in a quiet and dignified manner so as to reflect credit on the operation of City Hall.

5. **Assignment or Subleasing.** Neither TENANT nor any assignee or sub-lessee of TENANT may assign this Agreement, or any portion thereof, or sublease any part of the leased premises without the written consent of LANDLORD. Any attempt to do so without LANDLORD'S written consent shall be void ab initio.

6. **Compliance with Law.** TENANT shall comply with all laws and regulations pertaining to the use of the leased premises. The provisions of state law regarding non-residential tenancies shall govern enforcement of this Agreement.

7. **Special Conditions.**

(a) TENANT shall provide and pay for all its own telephone and other utility connections and also all charges against the operation thereof. LANDLORD shall provide and pay for the cost of electric, maintenance, and janitorial services.

(b) Signs shall not be permitted without the written consent of LANDLORD.

(c) Upon termination or expiration of this Agreement, the leased premises shall be returned to LANDLORD in good condition, reasonable wear and tear excepted.

IN WITNESS HEREOF, LANDLORD and TENANT have hereunto affixed our hands and seals on the dates entered below.

WITNESSES:

TENANT

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Debbie Mayfield  
State Representative

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Debbie Mayfield, State Representative, as Tenant. She is personally known to me or produced \_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC  
Commission No.:  
My Commission Expires:

ATTEST:

LANDLORD

\_\_\_\_\_  
Tammy K. Vock  
City Clerk

By: \_\_\_\_\_  
A. Craig Fletcher  
Mayor

(SEAL)

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2012, on behalf of the City of Vero Beach, Florida, by A. Craig Fletcher, as Mayor, and attested by Tammy K. Vock, as City Clerk, of the City of Vero Beach, Florida. Both are personally known to me.

\_\_\_\_\_  
NOTARY PUBLIC  
Commission No.:  
My Commission Expires:

Approved as to form  
and legal sufficiency:

Approved as conforming to municipal  
policy:

\_\_\_\_\_  
Wayne R. Coment  
City Attorney

\_\_\_\_\_  
James R. O'Connor  
City Manager