

RESOLUTION NO. 77-12-21

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A THIRD AMENDMENT TO THE AGREEMENT WITH FREEDOM ADVENTURES, LLC D/B/A FREEDOM BOAT CLUB; PROVIDING FOR A LEASE EXTENSION THROUGH FEBRUARY 18, 2024; PROVIDING FOR THE LEASING OF ONE ADDITIONAL SLIP; CLARIFYING AND AMENDING CERTAIN PROVISIONS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has all of the powers and authority conferred upon it pursuant to the Florida constitution and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to its proprietary functions and authority, the Town owns and operates a marina known as the Lake Park Harbor Marina (the Marina) which leases slips to the operators of both recreational and commercial vessels; and

WHEREAS, FBC has negotiated an agreement with the Town whereby it would lease 14 slips to accommodate vessels it owns and leases to its members; and

WHEREAS, FBC has requested an amendment to its agreement with the Town to lease 1 additional slip for a total of 15 slips, and

WHEREAS, FBC has requested to extend the term of the agreement, as per the terms of Resolution 05-02-14, through February 18, 2024; and

WHEREAS, the Town and FBC wish to clarify and amend certain other terms and provisions of the agreement; and

WHEREAS, FBC and the Town have agreed to replace Section 7 of the previous agreement regarding parking with the text of Section 7 as set forth herein; and

WHEREAS, the Town Manager and Marina Director have recommended to the Town Commission that entering into the Third Amendment to the Agreement with FBC is in the best interests of the Marina.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Third Amendment with FBC which is attached hereto and incorporated herein as Exhibit "A".

Section 3. This Resolution shall be effective upon adoption.

The foregoing Resolution was offered by Commissioner Linden, who moved its adoption. The motion was seconded by Vice-Mayor Glas-Castro and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	<u>—</u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	<u>—</u>
COMMISSIONER ERIN FLAHERTY	<u>Absent</u>	<u>—</u>
COMMISSIONER JOHN LINDEN	<u>/</u>	<u>—</u>
COMMISSIONER ROGER MICHAUD	<u>Absent</u>	<u>—</u>

The Town Commission thereupon declared the foregoing Resolution No. 77-12-21 duly passed and adopted this 19 day of January, 2022


TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



**THIRD AMENDMENT TO LEASE SLIPS
TO
FREEDOM ADVENTURES, LLC
dba FREEDOM BOAT CLUB AT LAKE PARK MARINA**

This Third Amendment to the Dockage Agreement to Lease Slips (the Agreement) is made and entered into between Freedom Adventures, LLC, aka Freedom Boat Club (FBC) and the Town of Lake Park this 19th day of January, 2022.

WHEREAS, the Town has all of the powers and authority conferred upon it pursuant to the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to its proprietary functions and authority, the Town owns and operates the Lake Park Harbor Marina (the Marina) and pursuant to the Agreement, slips are leased by the Town to the operators of both recreational and commercial vessels; and

WHEREAS, the Town previously agreed to lease 14 slips, and pursuant to the Agreement has agreed to lease a 15th slip to FBC for the commercial vessels FBC owns and leases to its members; and

WHEREAS, FBC has requested and the Town has agreed to extend the Term of the Agreement through February 18, 2024 subject to the termination provision as set forth herein; and

WHEREAS, FBC and the Town have agreed to replace Section 7 of the previous agreement regarding parking with the text of Section 7 as set forth herein ; and

WHEREAS, the Town Manager and Marina Director recommend that the Town Commission enter into this Third Amendment to the Agreement.

NOW THEREFORE THE PARTIES HAVE AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

2. TERM

The Town hereby agrees to an extension of the Agreement renewable annually, through February 18, 2024. Either Party may terminate this Agreement at any time for its convenience. In the event the one of the Parties determines that it is appropriate to terminate the Agreement, it shall provide 180 days advance written notice of the effective date of the termination.

3. PROPERTY SUBJECT TO LEASE.

In addition to the 14 slips which are the subject of the Agreement, the Town agrees to lease slip F 98B, to FBC, increasing the total slips to be leased to 15.

6. RENT

a. FBC shall pay a monthly slip rental fee at the Town's published Commercial Dockage Rate for the 15 slips leased to it. The monthly slip rental fee may be revised at the Town's discretion from time to time. The charged dockage rate shall be for the total length of the slip. The payment of the monthly slip rental fees shall be due on the first of each month. If payment is not received on or before the tenth day of each month then the Marina Director may assess a penalty of 5% of the total monthly rent. FBC shall be responsible for paying the monthly slip rental fee plus 5% for the delinquent monthly payment.

b. FBC shall pay all fuel charges on the 15th and 30th day of each month.

c. FBC shall reimburse the Town for the cost of water service provided through the town to all rented slips at a total cost of \$100 per month.

d. FBC shall reimburse the Town for the cost of electrical utility service for three 30 amp services at the Town's published utility service rate. FBC shall use no more than three single 30 amp services, unless authorized in advance by the Marina Director.

7. PARKING.

a. Beginning in January 2022, and annually thereafter, FBC shall pay the Town an annual fee of \$100 per parking space for 19 parking spaces located adjacent to the FBC slips as identified by the Marina Director. FBC customers and its staff shall be directed to park, first in the parking spaces located adjacent to the FBC slips designated by the Marina Director, or if this parking is full, in the other non-designated parking spaces in the Marina.

b. FBC shall be permitted two designated trailer parking spaces for the storage of no more than two boat trailers, unless otherwise authorized in advance by the Marina Director.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment to the Agreement as of the day and year last executed below.

ATTEST:

TOWN OF LAKE PARK

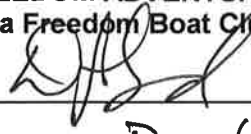
By: Vivian Mendez
Vivian Mendez, Town Clerk

By: Michael O'Rourke
Michael O'Rourke, Mayor



Approved as to legal form and sufficiency
[Signature]
Town Attorney

FREEDOM ADVENTURES, LLC
(dba Freedom Boat Club)



Print Name: Daniel Hunt

Title: Manager

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1