

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/22/2021

Contract/Lease Control #: L94-0068-WS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: IOOF LODGE #60

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/22/1994

Expiration Date: 02/21/2014

Description of: PARKING LOT USE

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-51-7171

Monitor's FAX # or E-mail: JLITTRELL@MYOKALOOSA.COM

Closed: October 22, 2021

Cc: BCC RECORDS

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 5/27/1999

Contract/Lease Control #: L94-0068-WS20-3

Bid #: N/A Contract/Lease Type: EXPENDITURE

Award To/Lessee: WATER & SEWER

Lessor: IOOF LODGE #60

Effective Date: 2/22/1994 \$29,000.00

Term: EXPIRES: 2/21/2014

Description of Contract/Lease: PARKING LOT USE

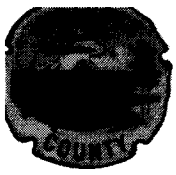
Department Manager: WATER & SEWER

Department Monitor: C. EVANS

Monitor's Telephone #: 651-7171

Monitor's FAX #: 651-7747

Date Closed:



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: February 4, 2014
TO: Honorable Chairman and Members of the Board
FROM: Jeff Littrell
SUBJECT: Grand Lodge of IOOF - Possible Purchase of Property
DEPARTMENT: Water and Sewer
BCC DISTRICT: Grand Lodge of IOOF - Possible Purchase of Property

STATEMENT OF ISSUE: OCWS staff requests BCC approval to negotiate for the purchase of the land comprising the southwest corner of the parcel at the intersection of Lewis Turner Blvd and Oddfellow Parcel ID: 35-1S-24-0000-0031-0000. Two appraisals will be required and BCC authorization is also requested to select and contract with two qualified appraisal firms to perform the appraisals. Once a negotiated price has been reached, OCWS staff will bring the matter back to the BCC for review and approval. The owners (Miracle Strip Lodge C/O Grand Lodge of Florida, 1664 West 42nd Street, Hialeah, FL, 33012) are willing to lease the property on a month to month basis while the appraisal and purchase price negotiations are being conducted. OCWS staff requests BCC approval to pay 1/12th of the contracted annual lease amount (\$241.67) each month during the appraisal and negotiating process.

BACKGROUND: Okaloosa County entered into a lease with the Miracle Strip Lodge No. 60 of the Independent Order of Odd Fellows (IOOF) on February 22, 1994 for the use of the western section of the south (front) parking lot. OCWS paid for the curb and pavement of the parking space, which is still in use. The original lease had a ten year term with two ten year renewals. Both parties exercised the first ten year renewal in 2004 and in subsequent discussions, the owners had indicated that they would exercise the second ten year renewal. The owners of the IOOF temple have somewhat abruptly informed staff that they do not wish to renew the lease and have instead stated an interest in selling all of the property, including the existing temple building to the OCWS.

OPTIONS:
Approve or deny.

RECOMMENDATIONS:

Staff requests approval to rent month to month pending the possible purchase of the property. Staff also requests approval to move forward with purchase negotiations and an appraisal of the property. OCWS staff requests BCC approval to pay the owners 1/12th of the contracted annual lease amount (\$241.67) each month during the appraisal and negotiating process. Once a price has been negotiated, the matter will be brought back before the BCC for review and approval.

**LEASE #L94-0068-WS
WATER & SEWER
PARKING LOT USE
EXPIRES: MONTH TO MONTH**

Minutes
Okaloosa County Board of Commissioners
Tuesday, February 4, 2014– 8:30 AM
Crestview Courthouse

I. **Employee Awards**

A. *Visitor*

1. Presentation of H.E.R.O. Award

II. **Public Information Update**

1. Public Information Officer PowerPoint

III. **County Administrator's Update**

IV. **Commissioner's Minute**

V. **Public Comments Related to Current Agenda**

VI. **Public Hearing at 9:00 AM**

1. Milligan Assembly of God Church FLUM Amendment/Rezoning

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Nathan Boyles, Commissioner, District 3
SECONDER:	Wayne Harris, Commissioner District 1
AYES:	Amunds, Boyles, Harris, Parisot, Windes

VII. **Consent Agenda**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Wayne Harris, Commissioner District 1
SECONDER:	Dave Parisot, Commissioner District 2
AYES:	Amunds, Boyles, Harris, Parisot, Windes

Items 3, 19 & 20 pulled by staff.

1. Request approval of the Advanced Life Support Fire Engine Partnership Program interlocal agreement with Ocean City-Wright Fire Control District.

2. Request approval of amendment to Polyengineering, Inc. Contract C05-1165-WS
3. Request approval of Aero FX, Inc. dba Emerald Coast Aviation Amendment Number Five.
4. Request approval of payment of outstanding Century Link invoice totaling \$22,407.48. District: All
5. Request approval of and authorize the Chairman to execute the Century Link maintenance agreement for 911 equipment software support at all Okaloosa Public Safety Answering Points. District: All.
6. Request approval of a Public Event Permit for the Bluewater Bay Duathlon, to be held on February 22, 2014, 5:30 am - 11:00 am, along Bluewater Bay Boulevard, John Sims Parkway, and around the EOD Memorial, sponsored by Emerald Coast Triathlon Club.
7. Request approval of the Advanced Life Support Fire Engine Partnership Program interlocal agreement with North Bay Fire Control District.
8. Request authorization for Fleet Operations to sell, at auction, certain pieces of surplus equipment
9. Request approval of the Advanced Life Support Fire Engine Partnership Program interlocal agreement with Destin Fire Control District.
10. Seeking Board Approval to Remove Forms Included in the Purchasing Manual
11. The State Attorney's Office requests a transfer of reserve funds to Operating Supplies account. District: All.
12. Request Board adopt Resolution calling for Referendum to be on August 26, 2014 ballot for the Ad Valorem Business Tax Exemption Program renewal.
13. Request approval of minutes for the December 17, 2013 BCC Meeting.
14. Request approval of a Public Event Permit for the Run To Play Kids Helping Kids One Mile Run, to be held on April 25, 2014 from 5:30 pm - 7:00 pm in Niceville Florida
15. RFP – Third Party Administration of Property, Liability and Worker’s Compensation Claims
16. RFP for Employee Dental, Life and Long Term Disability Insurance
17. RFP - Actuarial Services
18. Correct Omission on Blue Medicare Contract
19. Request the Board approve Reimbursement Resolution for debts incurred as part of construction projects.

- 20. Request Board approve expenditure budget for Okaloosa County School Board Traffic Education Funds.
- 21. Approval of Budget Resolutions & Transfers
- 22. Request approval of FDOT Grant for Destin Control Tower
- 23. Request approval of Submission of FY 2014 FAA Grant Pre-applications
- 24. Request Direction on Possible Purchase of IOOF Property

VIII. Department Business

A. Elliot Kampert/Growth Management

- 1. Request approval of setting public hearing for February 18 for Consideration of Ordinance to Expand the Mid-Bay Regional Activity Center

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Don Amunds, Commissioner District 4
SECONDER:	Nathan Boyles, Commissioner, District 3
AYES:	Amunds, Boyles, Harris, Parisot, Windes

B. Ed Schroeder/Tourist Development

- 1. Request Board direction on proposed Change to TDC Ordinance

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Don Amunds, Commissioner District 4
SECONDER:	Wayne Harris, Commissioner District 1
AYES:	Amunds, Boyles, Harris, Parisot, Windes

- 2. Request approval of Final Payment Contract C08-1577-TDC

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Wayne Harris, Commissioner District 1
SECONDER:	Dave Parisot, Commissioner District 2
AYES:	Amunds, Boyles, Harris, Parisot, Windes

C. Dino Villani/Public Safety

- 1. Request approval of and authorize the Chairman to execute the Nationwide Programmatic Agreement for Verizon Wireless for the Communications Tower in Shalimar.

Jack Allen

From: Jack Allen
Sent: Tuesday, June 18, 2013 11:48 AM
To: 'Ashley S. Endris'; Jodi Gates
Subject: FW: ADDRESS CHANGE Lease # L94-0068-WS
Attachments: IOOF ADDRESS CHANGE.pdf

FYI...address change for L94-0068-WS.

Thanks,
Jack

From: Kimberly Kilpatrick
Sent: Tuesday, June 18, 2013 10:58 AM
To: Jack Allen
Subject: RE: ADDRESS CHANGE

Well, sort of. I've scanned what they've given me....

From: Jack Allen
Sent: Friday, June 14, 2013 9:45 PM
To: Kimberly Kilpatrick
Subject: RE: ADDRESS CHANGE

Kimberly,
Do they have their request in writing you can forward me, please?
Thanks,
Jack

From: Kimberly Kilpatrick
Sent: Friday, June 14, 2013 3:34 PM
To: Jack Allen
Subject: RE: ADDRESS CHANGE

Grand Lodge of Florida, I.O.O.F.
Aldo Farradaz, PGM, Grand Secretary
1664 West 42nd Street
Hialeah, Florida 33012-5859

They asked that be copy be mailed to:
Bob Bull
3135 Corrib Drive
Tallahassee, FL 32309

Thank you Jack-

From: Jack Allen
Sent: Friday, June 14, 2013 2:08 PM
To: Kimberly Kilpatrick
Cc: Jodi Gates
Subject: RE: ADDRESS CHANGE

Kimberly,
Please send the information to me and I'll update the file and send a copy to Finance.
Thanks,
Jack

From: Kimberly Kilpatrick
Sent: Friday, June 14, 2013 8:57 AM
To: Jack Allen
Subject: ADDRESS CHANGE

Good morning Jack-

The gentlemen from the I.O.O.F lodge have requested a change to their mailing address in regards to their lease (L94-0068-WS20-03). I don't actually see it on the lease so I am not sure what to do with it. Please advise-

Kimberly J. Kilpatrick
Financial Manager
Okaloosa County Water & Sewer
1804 Lewis Turner Boulevard, Suite 300
Fort Walton Beach, Florida 32547
Telephone (850)651-7143
Cellular (850)826-1480
Verizon PTT (850)8261480

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.



Grand Lodge of Florida, I.O.O.F
Aldo Farradaz, PGM, Grand Secretary
 1664 West 42nd Street
 Hialeah, Florida 33012-5859



*Wend
 Jack
 Allen
 6114*

Miracle Strip Lodge No.60
Roy E. Koontz, Sec'y
 647 Gulf Course Dr.
 Fort Walton Beach, FL 32547

*661
 Bob Brun
 3135 GARDEN DR
 FORT WALTON BEACH, FL
 32309-9367*

*Grand Master
 Copy of Amended Letter*

*Return
 to sender*

LEASE #
L94-0068-WS20-3

L94-0068-WS20-3
LEESOR: IOOF LODGE #60
PARKING LOT USE
EXPIRES: 2/21/2014

AMENDMENT TO PARKING LOT LEASE

THIS AMENDMENT to that certain lease entered into by and between MIRACLE STRIP LODGE NO. 60 IOOF, herein called Lessor, and OKALOOSA COUNTY, a Political Subdivision of the State of Florida, herein called Lessee, is made on the dates of their respective signatures hereto. Lessor and Lessee hereby agree that the Lease Agreement signed February 22, 1994, by Lessee and accepted and executed on February 16, 1994, is hereby amended as follows:

SECTION 1. Paragraph 2 is amended to read as follows:

"2. TERM: The term of this lease is Ten (10) years from February 22, 2004, with an option to renew for an additional ten years as specified by Section 20."

SECTION 2. Paragraph 3 is hereby amended to read as follows:

"3. RENT. Lessee covenants and agrees to pay as rent for the premises Twenty Nine Hundred Dollars (\$ 2,900.00) per annum in advance annually commencing February 22, 2004, for the first five year term of this amended lease; the annual rent for the second five year period of this amended lease shall be increased to reflect the increase in the Consumer Price Index from February 22, 2004 to the date which is five years hereafter,

which for purposes of this Lease is calculated by the U. S. Bureau of Labor Statistics (All Urban Consumers)."

SECTION 3. Paragraph 20 is hereby amended to read as follows:

"20. RENEWAL. Lessor grants Lessee an option to renew this amended lease for an additional term of ten (10) years after the expiration of its amended term, on the same terms as this amended lease, except that the parties shall renegotiate the rental. In the event the parties are not able to agree to the renewal rental, said rental shall be increased to reflect the increase in the Consumer Price Index from the date of the last increase to the date of the exercise of the renewal option."

IN WITNESS WHEREOF, this Amendment to Lease has been executed by Lessor and Lessee on the dates of their respective signatures.

MIRACLE STRIP LODGE NO. 60 IOOF

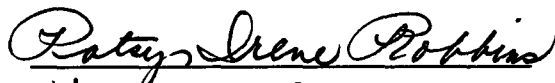



ROY E. KOONTZ
Treasurer

(Seal)

Date:

In Presence Of:





ATTEST:

Don W. Howard
DON W. HOWARD, CLERK

for



OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

William J. Roberts III
WILLIAM J. ROBERTS III
CHAIRMAN

Date: *March 15, 2005*



Handwritten initials

PARKING LOT LEASE

This Lease is made and executed in duplicate by and between MIRACLE STRIP LODGE NO. 60 IOOF, herein called Lessor, and OKALOOSA COUNTY, a Political Subdivision of the State of Florida,, herein called Lessee.

1. DESCRIPTION OF PREMISES-EXCEPTIONS: Lessor leases to Lessee, and Lessee hires from Lessor, as herein provided, its interest in the real property and improvements located thereon as described as follows:

As per Exhibit A attached hereto.

Lessee has inspected the aforesaid property and leases the same in an "as is" condition.

2. TERM: The term of this lease is **Ten (10) years** commencing on the date of execution hereof by Lessee.

3. RENT: Lessee covenants and agrees to pay as rent for the premises **Twenty Four Hundred Dollars (\$ 2,400.00)** per annum in advance annually, for the first five year term of this lease with the first such

payment to be submitted upon execution hereof by Lessee; the annual rent for the second five year period of this lease shall be increased to reflect the increase in the Consumer Price Index from the date of the original execution hereof by both parties to the date which is five years thereafter, which for purposes of this Lease is calculated by the U. S. Department of Labor and Statistics.

4. USE OF PREMISES: The premises are leased to be utilized as a parking lot for the Okaloosa County Water and Sewer Building. Lessee shall grade, fill, and pave the area leased with the cost of all improvements made to be paid by Lessee. Lessee shall commence the construction of the parking lot within three (3) months of obtaining the approval of Lessor to the proposed improvements or the execution of this Lease, whichever later occurs. Lessee agrees to restrict the use of the premises to a parking lot and not to use, or permit the use of the premises for any other purpose not specifically stated without first obtaining the consent in writing of Lessor.

Lessor shall have the right to jointly utilize the demised premises as a parking lot for its lodge functions with said right to be waived during the period of time necessary for the improvements to be

made to the same. Lessor agrees to submit with this Lease a schedule of its Lodge functions and not to substantially increase said functions without the written consent of Lessee.

5. COMPLIANCE WITH LAW: During the continuance of this Lease, the leased premises shall not be used for any purpose or construction shall not be commenced or pursued in violation of any federal, state, county or municipal statute or ordinance, or of any regulation, order, or directive of a governmental agency, as such statute, ordinance, regulations, orders or directives now exist or may hereafter provide, concerning the use and safety of the premises or the construction thereon.

6. LESSEE'S RIGHTS AS TO SIGNS: Lessee may, at its own risk and expense, erect or place in a lawful manner signs concerning its activities on the premises. Such signs shall always indicate that the leased premises are a parking area. Lessee shall maintain such signs in a good state of repair, and shall repair any damage that may have been done to the premises by the erection, existence, or removal of such signs. At the end of the lease term or any renewal thereof, Lessee shall remove the signs at its expense if requested to do so by Lessor.

7. RIGHT OF LESSEE TO MAKE IMPROVEMENTS OR ALTERATIONS: Lessee shall not improve or alter the demised premises in any manner without the prior written consent of Lessor but shall, before making any improvements or alterations, submit plans and designs therefor to Lessor for its approval, including a proposed time schedule for completion. In the event that the plans and designs are disapproved, such improvements or alterations shall be made only with such changes as may be required by Lessor. All improvements or alterations erected or made on the demised premises shall on expiration or sooner termination of this Lease belong to Lessor without compensation to Lessee. Lessor agrees that upon execution hereof it has approved the plans for the construction of the parking lot.

8. DUTY TO MAINTAIN PREMISES - IN GENERAL: Lessee agrees, at its own expense, to maintain the leased premises and appurtenances thereto in good condition and repair. Lessor agrees to repair any damage done by any person utilizing the parking lot for attendance at its Lodge functions.

9. NO ASSIGNMENT OR SUBLEASE WITHOUT LESSOR'S CONSENT: Lessee shall not assign this Lease, or any interest herein, or sublet the leased premises, or any

part thereof, or any right or privilege appurtenant thereto, or allow any person other than Lessee and its agents, employees and the general public to use the premises or any part of them, without first obtaining Lessor's written consent thereto. Lessor's consent to one assignment, sublease, or use shall not be a consent to any subsequent assignment or sublease, or occupancy or use by another person. Lessee's interest in this lease is not assignable by operation of law without Lessor's written consent.

10. UTILITIES: Lessee shall install lighting for the parking area hereby leased commensurate with the lighting utilized for the current parking area of the Water and Sewer Building at Lessee's expense, and Lessee shall pay for all electric power required to light the parking lot from and after the commencement of the term hereof, this obligation terminating upon the termination of this Lease.

11. OPENING AND CLOSING TIMES: Lessee shall keep the parking lot open at all times unless the written consent of Lessor is obtained to close the same during certain periods of time.

12. RESTRICTION AGAINST MECHANICS' LIENS - CONSENT OF LESSOR NOT GIVEN: Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied,

by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the demised premises or any part thereof, nor as giving Lessee the right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the demised premises or any part thereof.

13. MANNER OF GIVING NOTICE: Notices given pursuant to the provisions of this Lease, or necessary to carry out its provisions shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. Lessee's address for this purpose shall be Chairman, Board of County Commissioners, Okaloosa County Courthouse, Crestview, Florida 32536. Notices to Lessor shall be to the address first above given, or may be to Lessor at the premises leased.

14. EFFECT OF LESSOR'S WAIVER: Lessor's waiver of a breach of any one covenant or condition of this Lease shall not be deemed a waiver of a breach of others, or of a subsequent breach of the one waived.

15. LEASE APPLICABLE TO SUCCESSORS: This Lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.

16. TIME OF ESSENCE: Time is of the essence of this Lease.

17. INDEMNITY AND HOLD HARMLESS: Lessee shall indemnify and hold harmless Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of Lessee's utilization of the leased premises as a parking lot.

Lessor shall indemnify and hold harmless Lessee against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of Lessor's utilization of the leased premises as a parking lot, unless such claim arises out of Lessee's failure to comply with the provisions of Sections 8 and 10 hereof.

18. QUIET ENJOYMENT. Lessor hereby covenants and warrants that it is the owner of the demised premises and that Lessee, upon payment of rents herein provided for and performance of the conditions, covenants, promises, and agreements on its part to be performed, shall and may peaceably possess and enjoy the demised

premises during the term hereof without any interruption or disturbance.

19. TAXES. Lessee shall pay promptly when due all sales taxes or ad valorem taxes resulting from this lease.

20. RENEWAL. Lessor grants Lessee an option to renew this lease for an additional term of ten (10) years after the expiration of its original term, on the same terms as this lease, except that the parties shall renegotiate the rental. In the event the parties are not able to agree to the renewal rental, said rental shall be increased to reflect the increase in the Consumer Price Index from the date of the original execution to the date of the exercise of the renewal option.

21. LAWFUL AUTHORITY TO ENTER LEASE. Lessee hereby covenants that it has lawful authority to enter into this Lease, and that it has taken all actions prerequisite to enter into this Lease.

IN WITNESS WHEREOF Lessor has executed this Lease on this the 16 day of Feb., 1994.

MIRACLE STRIP LODGE NO. 60 IOOF

(Seal)

IN PRESENCE OF:

Stanley R. Johnson

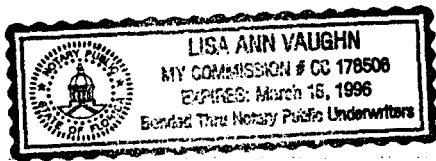
Ray S. Koontz - Trustee
Ray S. Koontz

STATE OF FLORIDA

COUNTY OF OKALOOSA

Before me personally appeared Ray E. Koontz
as _____
to me well known and known to me to be the person
described in and who executed the foregoing instrument
and acknowledged under oath to and before me that
he/she has full authority to execute and executed said
instrument in the capacity and for the purposes therein
expressed.

WITNESS MY HAND and official seal this the 2nd
day of March, 1994.



Lisa Ann Vaughn
NOTARY PUBLIC

My Commission Expires: 3-15-96
Notary #: 178506

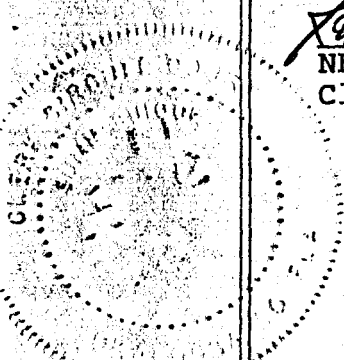
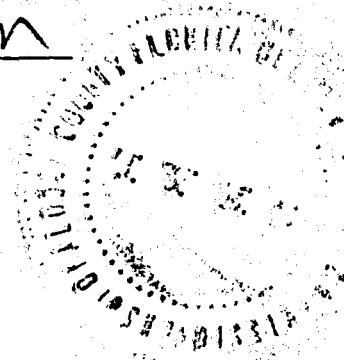
IN WITNESS WHEREOF, the Lessee having accepted
this Lease by official action this the 22nd day
of February, 1994, Lessee has hereunto set its
hand and seal on this the 22nd day of February,
1994.

OKALOOSA COUNTY

BY: Ray Sansom
RAY SANSON
CHAIRMAN

ATTEST:

Neuman C. Brackin
NEWMAN C. BRACKIN
Clerk of Court



JOHN R. DOWD
ATTORNEY AT LAW
P.O. BOX 404
SHALIMAR, FLORIDA
32579



OKALOOSA COUNTY WATER & SEWER SYSTEM

MIRACLE STRIP LODGE/ODDFELLOW HALL
LEWIS TURNER BOULEVARD

PARKING AREA:LEGAL DESCRIPTION

COMMENCE AT THE NW CORNER OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY FLORIDA; THENCE, SOUTH ALONG THE WEST LINE OF SAID SECTION 35 FOR A DISTANCE OF 337.50 FEET; THENCE, EAST 30.00 FEET TO THE POINT OF BEGINNING; THENCE, EAST 100.00 FEET; THENCE SOUTH 150.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 189 (LEWIS TURNER BOULEVARD); THENCE, SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 113.36 FEET; THENCE, NORTH 200.00 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA.

REFERENCE: TAX I.D.# 35-1S-24-0000-0031-0000

EXHIBIT A