

JAN 20 2023

JOCKEY CLUB OF NORTH PORT PROPERTY OWNERS' ASSOCIATION INC. CITY OF NORTH PORT

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16 January 2023

Mr Jerome Fletcher
City Manager
City of North Port
4970 City Hall Boulevard
North Port, FL 34286

Subject: Lease Amendment – Jockey Club/City of North Port

References: A. 1981 Lease Agreement between Jockey Club and City of North Port – 21 Dec 81
B. Jockey Club – Canine Club Position Paper – 18 Feb 22
C. Meeting Jockey Club/City of North Port staff – 15 Sep 22

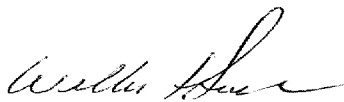
1. Based upon a position paper submitted by the Jockey Club of North Port Property Owner's Association Inc (Jockey Club) to the City of North Port (Ref B) regarding the 1981 Lease Agreement between the Jockey Club and the City (Ref A), as it pertains to the existence of the Canine Club on the leased properties, the City undertook a review of the 1981 Lease Agreement.
2. A meeting was held (Ref C) wherein the City outlined its proposal. Those in attendance at the meeting were from the Jockey Club, William Seaver, President and David Casarsa, Vice President (via Zoom). The City representatives were the City Manager, Jerome Fletcher; the Deputy City Manager Julie Bellia and the Director of Parks and Recreation, Sandy Pfundheller.
3. Mr Fletcher presented a verbal briefing from the City attorneys stating that a written brief was still in production and a written report would be forthcoming. The legal review recommended that the lease be re-written or amended to incorporate the Canine Club. Mr Fletcher asked that the Jockey Club propose a revision of the current lease agreement to incorporate the Canine Club based on the existing situation. This revision is outlined in the subsequent paragraphs.
4. One of the discussion points raised by the Jockey Club at the meeting at Ref C was the lack of a survey delineating the boundaries of the Canine Club and the area occupied. The City representatives stated that such a document existed and would be provided. To date, a land survey has not been presented to the Jockey Club. In addition, two separate records requests by the Jockey Club for this information have been unsuccessful. The need for a land survey to accurately depict the location and area occupied of the Canine Club within the leased properties is essential to any amendment to the lease. Unless the City can produce this survey, it shall conduct a proper survey at the City's expense to complete same. Prior to the survey, a representative of the Jockey Club shall walk the ground with a City representative in order to agree upon the boundaries and mark same.

5. The Jockey Club Board of Directors has reviewed the 1981 Lease Agreement and have found that it meets the needs of the Jockey Club without amendment. What is needed is an Addendum regarding the Canine Club. The details of the Jockey Club proposed addendum were presented to it's Board of Directors at a meeting held on 12 December 2022. The Board voted unanimously to approve the contents of the addendum. The addendum is attached as Annex A.

6. Another outstanding issue pertaining to this revision that impacts directly upon the terms of the addendum is the question of liability and general insurance. As the Canine Club sits on property governed by the lease and the Jockey Club will have concurred with its operation in accordance with Ref A, para 17, the Jockey Club is concerned that it could be sued in conjunction with the City as a result of an accident or incident that occurred within the Canine Club. To mitigate this, the Jockey Club will take out a separate liability insurance policy specific to the Canine Club at an amount to be determined, which the City shall pay for annually. This is reflected in the addendum.

7. Finally, the review has resulted in the likelihood of legal involvement by both the City and the Jockey Club. As it is the City's desire that the Lease Agreement be amended, it is felt that the City should pay for any legal fees incurred by the Jockey Club regarding this matter.

8. It is most unfortunate that the effects of Hurricane Ian and the change in priorities from both the City and Jockey Club perspective has delayed this action until 2023. The Jockey Club requests that the City review this document and arrange a meeting to discuss within the next 30 days. The Jockey Club looks to a quick and amicable resolution to this matter.



William Seaver
President

Annex A – Addendum 2 – 1981 Lease Agreement

ADDENDUM NO. 2

LOCATION AND OPERATION OF THE CANINE CLUB
WITHIN THE LEASED PROPERTIES

DESCRIPTION OF CANINE CLUB

REFERENCE TO LAND SURVEY DOCUMENT

TERMS AND CONDITIONS

1. In accordance with paragraph 17 of the Lease Agreement, the Jockey Club authorizes the operation and use of the Canine Club located in portions of Tracts L and K as outlined in the land survey.
2. The Canine Club can only be used for the purpose of walking/exercising dogs and can be used for canine specific events (ie Woofstock) at the discretion of the City of North Port. The Jockey Club will approve requests for overflow parking for special events at no charge to the City.
3. The City of North Port may construct, alter or maintain the Canine Club at its discretion within and inclusive to the existing perimeter fence surrounding the Canine Club and the existing parking area.
4. No expansion of the Canine Club beyond the existing fence and parking area is permitted without written consent of the Jockey Club of North Port in accordance with paragraph 17 of the Lease Agreement.
5. The City of North Port agrees to cut the grass within the leased property defined in Addendum 1 of the Lease Agreement. As per paragraph 17 of the Lease Agreement, the Jockey Club (Lessor) shall remain responsible for the maintenance of any or all of its (Jockey Club) improvements to the property.
6. In accordance with paragraph 17 of the Lease Agreement, the City of North Port agrees to pay a sum in the amount of \$3000.00/month (36,000.00 per annum) for the Canine Club payable at the beginning of each month. This amount shall be indexed annually to inflation with the inflation adjustment applied on 01 March of the succeeding year.
7. The Jockey Club of North Port shall maintain a separate liability and insurance policy on the Canine Club in an amount to be determined. The City of North Port shall pay for this policy on an annual basis.
8. The City of North Port has the right at its sole discretion to remove or relocate the Canine Club from the leased properties to another location at any time. It shall do so at the City's expense and shall return the property to its original condition on the day of occupancy.
9. This addendum can be amended or cancelled by written mutual agreement by both the Jockey Club and the City of North Port. In addition, this addendum may be cancelled by either party should any of its conditions be violated and after a thirty (30) day period to cure. This addendum is also cancelled on the date that the City of North Port removes the Canine Club in its entirety from the property and has restored the property to its original condition. In the event of cancellation, paragraph 17 of the Lease Agreement applies.