

**Lee County Board Of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20050730

**1. ACTION REQUESTED/PURPOSE:**

Request Board approve addendum number one to the lease agreement with Greyhound Lines, Inc, to reduce the space leased to Greyhound, maintain the current rent received of \$10,917 annually and extend the lease through October 31, 2010.

**2. WHAT ACTION ACCOMPLISHES:**

Extends the existing lease agreement through October 31, 2010, maintains the current rental rate from Greyhound, and reduces the amount of space leased to Greyhound by approximately 140 S.F.

**3. MANAGEMENT RECOMMENDATION:** Recommend approval of the addendum to the lease agreement.

<b>4. Departmental Category:</b> 6 <span style="margin-left: 100px;">CED</span>		<b>5. Meeting Date:</b> 08-30-2005
<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b>	
	<input type="checkbox"/> Statute	
	<input type="checkbox"/> Ordinance	
	<input checked="" type="checkbox"/> Admin. Code	
	<input type="checkbox"/> Other	
		<b>8. Request Initiated:</b>
		Commissioner <u>                    </u> District # <u>                    </u>
		Department <u>                    </u> Independent Division
		Division <u>                    </u> Lee Tran
		By: <u>                    </u> Steven L. Myers, Director

**9. Background:**

On November 1, 2005 Lee County entered into a lease agreement with Greyhound Lines, Inc. to lease Greyhound office space and bus parking at the Intermodal Facility located at 2250 Peck Street, Fort Myers, Florida at an annual cost of \$10,917.00.

The lease agreement had an option to renew the lease for an additional five-year period with one CPI adjustment. LeeTran is in need of approximately 140 square feet of additional office space currently leased to Greyhound marked #16 on Exhibit B to the original lease agreement. Greyhound has agreed to reduce the space that is currently leased to them to provide LeeTran with the additional office space needed, if Lee County will waive the CPI adjustment and renew the lease agreement for another five-year term.

The City of Fort Myers donated the land and FDOT funded 100% of the construction cost for this facility to be used as an Intermodal Facility. Renewing this lease agreement fulfils the grant requirements of maintaining its use as an intermodal facility.

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mer.	
<i>Stacy Meyer</i>	N/A	N/A	N/A	<i>Walter</i>	<i>8/15/05</i>	<i>8/15/05</i>	<i>N/A 8/15/05</i>	<i>8/16/05</i>	<i>15</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:	<i>[Signature]</i>
	8-12-05
	4:40
COUNTY ADMIN FORWARDED TO:	<i>[Signature]</i>
	8/12/05

CO. CLERK
CO. TRIV.
FORWARDED TO:
Co. Mgr.
8-12-05

**LEASE AMENDMENT**

This Amendment is made to be effective June 1, 2005 by and between **LEE COUNTY TRANSIT**, Landlord and **GREYHOUND LINES, INC.**, a Delaware corporation, as Tenant.

WHEREAS, the parties entered into a Lease Agreement ("Lease") described as follows:

Lease Agreement dated June 27, 2000, as amended, modified or otherwise extended, by and between Lessor and Lessee covering that certain premises located at 2250 Peck Street, Fort Myers, Florida.

WHEREAS, the Landlord and Tenant desire to extend the term of the Lease on the terms and conditions set forth herein.

IT IS HEREBY AGREED, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration in hand paid, the parties hereto agree as follows:

1. Commencing November 1, 2005, said Lease term shall be extended for a five (5) year term ending October 31, 2010.
2. Notwithstanding any other provision to the contrary contained in the Lease, the Lease term, as extended hereby, shall be fixed at the rate of Ten Thousand Nine Hundred Seventeen and 00/100 Dollars, (\$10,917.00) per annum, payable in monthly installments of Nine Hundred Nine and 75/100 Dollars, (\$909.75).
3. The description of the "Premises" as described in the Lease is hereby amended to exclude a portion thereof described on Exhibit "B", as Room 16, comprising approximately 140 square feet.

All references to the "Premises" in the Lease shall refer to the "Premises" as modified herein above.

4. In all other respects, the terms and conditions of the Agreement shall remain in full force and effect.

This Amendment is executed to be made effective the day and year first above written.

LESSOR:

LEE COUNTY TRANSIT

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

Its: \_\_\_\_\_

LESSEE:

GREYHOUND LINES, INC.  
Delaware corporation

By:  \_\_\_\_\_  
J. W. Haugslund

Its: Executive Vice President & COO

Approved as to form,

By:  \_\_\_\_\_  
Attorney 7/21/05

Revised 5/2003

INTERMODAL TRANSFER CENTER  
 2250 PECK STREET  
 FORT MYERS, LEE COUNTY, FLORIDA  
 DATE: MARCH 3, 1999

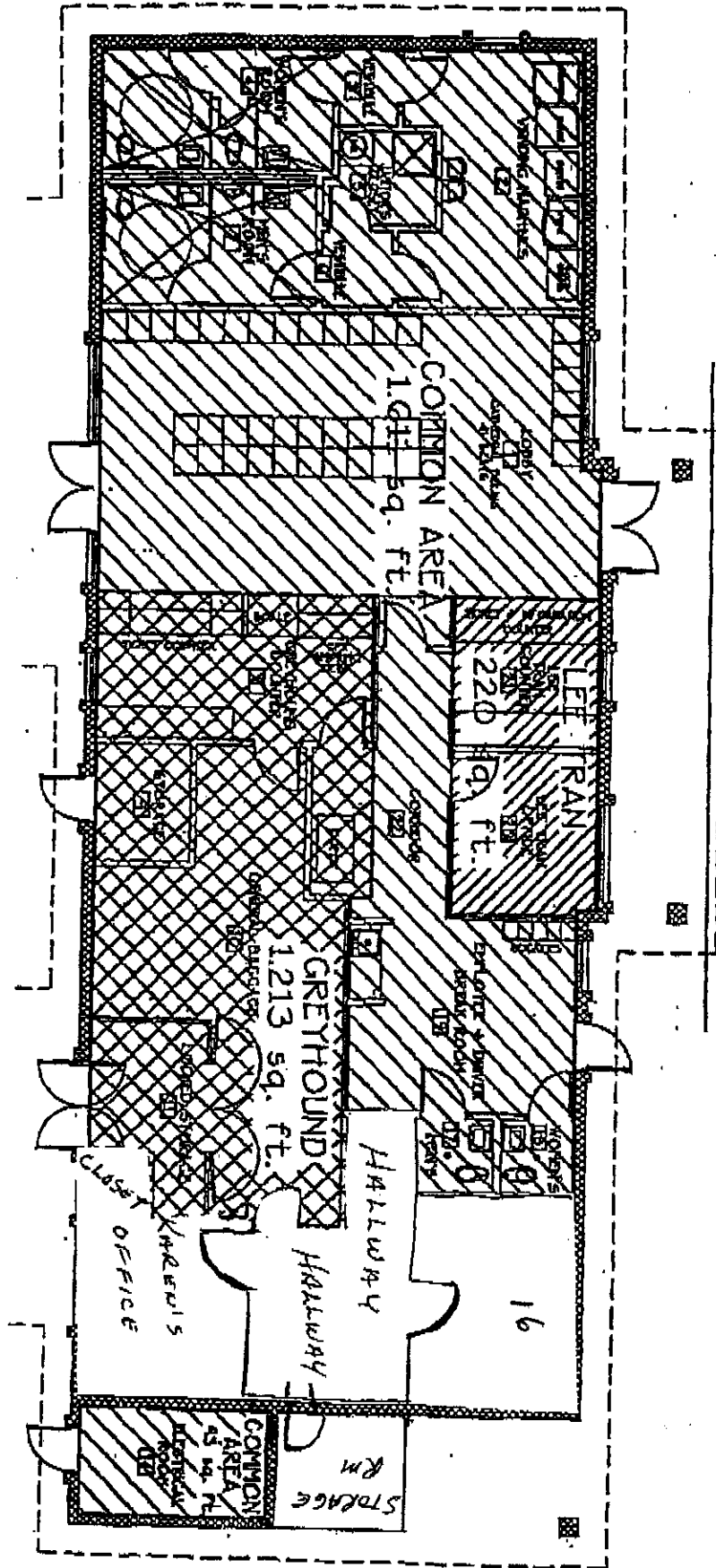


EXHIBIT B