13. **CONSENT AGENDA**

d. **RESOLUTION 09-076 APPROVING A LEASE RENEWAL AGREEMENT FOR THE 2897 ISLAND INN ROAD PROPERTY WITH LANCE A. LUNA; AND PROVIDING AN EFFECTIVE DATE.**

CITY OF SANIBEL
RESOLUTION 09-076

A RESOLUTION APPROVING A LEASE RENEWAL AGREEMENT FOR THE 2897 ISLAND INN ROAD PROPERTY WITH LANCE A. LUNA; AND PROVIDING AN EFFECTIVE DATE

NOW THEREFORE, BE IT RESOLVED, by the City Council, City of Sanibel, Florida:

SECTION 1. The Lease Agreement with Lance A. Luna for the 2897 Island Inn Road property, attached hereto, is hereby APPROVED, and the City Manager is authorized to execute same on behalf of the City.

SECTION 2. Effective date.

This resolution shall take effect immediately upon passage.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida, this 21st day of July 2009.

AUTHENTICATION:

_____ Mick Denham, Mayor

_____ Pamela Smith, City Clerk

AS APPROVED TO FORM: Kenneth B. Cuyler, City Attorney — 7/8/09 Date

Council Members Vote:

Denham _____
Ruane _____
Harrity _____
Jennings _____
Pappas _____

Date filed with City Clerk: _____

LEASE AGREEMENT

STATE OF FLORIDA
COUNTY OF LEE

This lease, made this 21st day of July, 2009, by and between the City of Sanibel, a Florida Municipal Corporation (hereinafter Lessor), and Lance A. Luna (hereinafter Lessee).

WITNESSETH

That said Lessor does, by these presents, lease and let unto the said Lessee certain premises, to-wit: hereinafter "the premises" or "the leased premises" being of wood and located at 2897 Island Inn Road, Sanibel, Florida.

To have and to hold premises aforesaid unto Lessee from August 1, 2009 to July 31, 2010, under the following terms and conditions:

1. As consideration for this Lease, Lessee hereby agrees to provide the following services to Lessor:

    a. Lessee shall oversee the premises, watching for fire, theft, vandalism, rowdyism, hazards and generally protecting the property.

    b. Lessee will be required to perform caretaker services over and above his normal workday activities for the City. In the event Lessee has a prolonged absence or disability, exceeding twenty-four (24) hours, preventing Lessee from carrying out his responsibilities hereunder, including weekends, Lessee shall report said absence or disability to the Administrative Services Director, and shall allow a substitute caretaker to enter on the premises for the period of the absence or disability at the discretion of the City Manager.

    c. Lessee is to perform such tasks as grounds keeping, gardening, etc., on a regular basis and those general maintenance tasks as stated in the criteria for cottage caretaker selection.

    d. A monthly rental fee equivalent to twelve (12) percent of your base salary (currently $465.57) shall be due and payable to Lessor on the first day of each month. The monthly payment shall be deducted from payroll each month. Your base salary shall be reviewed each October and any rental fee adjustment required will be made effective on November 1st and automatically deducted from payroll.

2. The Lessee hereby agrees to apply for all utilities for the residential portion of the cottage. Lessor agrees to pay for all utilities used by it in connection with the property other than the house. All utilities shall be in the name of the

Lessee and, in the event the bills chargeable to Lessee are sent to Lessor by the utility company, Lessor shall promptly forward same to Lessee who shall reimburse the Lessor within ten (10) days.

3. Lessee shall be responsible for maintaining an insurance policy covering Lessee's personal contents. All other insurance shall be the responsibility of Lessor.

4. Lessee at personal expense shall maintain a working telephone within the premises.

5. This Lease shall terminate upon the termination of the employment relationship between Lessee and Lessor. Should the Lessee leave the employment of the City, Lessee will vacate the house within thirty (30) days. It is understood that a major consideration in selection of the Lessee was employment with the City. This Lease may also be terminated by either Lessor or Lessee, for any reason, upon sixty (60) days written notice to the other. Additionally, this Lease will be terminated immediately should the septic system of the property fail to function properly.

6. Pets or animals may be kept on the premises only upon prior written approval of the City Manager.

7. It is agreed that should Lessee at any time not be able to, or refuse to, or fail to provide the services set forth in paragraph one (1) hereof, or should Lessee violate any other provision of this Lease, the Lessor may, at its option consider Lessee a tenant-at-will, and re-enter upon and repossess the premises.

8. On the expiration of this Lease, the property is to be given up in good order, reasonable wear and tear excepted. Lessee is responsible for damages above normal wear and tear. Payment for damages will be made within seventy-two (72) hours of notification. The City reserves the right to withhold payment for the damages above normal wear and tear from the final paycheck of the Lessee.

9. It is further agreed that Lessee will not assign this Lease or sublet or license the whole or any part of the premises.

10. This Lease contains the entire contract between the parties and no oral representatives; promises or undertakings shall affect, vary, alter, or modify the terms of this Lease in any particular.

11. If Lessor is required to take legal action or enforce any provisions off this Lease, the Lessor shall be entitled to all reasonable attorney's fees and costs incurred therefore.

12. Disclosure: The name and address of the Lessor herein is the City of Sanibel, 800 Dunlop Road, Sanibel, Florida 33957. The name and address of the person authorized to receive notices and demands hereunder is Judith A. Zimomra, City Manager, or her successor(s), 800 Dunlop Road, Sanibel, Florida 33957.

13. It is expressly agreed that Lessor is <u>not</u> responsible for the following as it pertains to the leased premises:

    a. Extermination of rats, mice, roaches, ants, bedbugs, or other insects, rodents or animals.

    b. Locks and keys.

    c. Garbage removal and outside receptacles therefore.

    d. Clean and safe condition of Lessee's premises, including yard.

    e. Heat during winter and hot water; air conditioning in the summer.

14. The Lessee at all times during the tenancy shall:

    a. Comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes.

    b. Keep that part of the premises which Lessee occupies and uses clean and sanitary.

    c. Remove from Lessee's dwelling unit all garbage in a clean and sanitary manner.

    d. Keep all plumbing fixtures in the dwelling unit or used by the tenant clean, sanitary and in repair.

    e. Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances.

    f. Not destroy, deface, damage, impair, or remove any part of the premises devised hereby belonging to the Lessor nor permit any person to do so.

    g. Conduct himself, and require other persons on the premises devised herein with this consent to conduct themselves, in a manner that does not unreasonably disturb his neighbors or constitute a breach of the peace.

    h. Not engage in any illegal activities or use the premises for any business purposes.

i. Report any potential fire hazards in writing to the Public Works Director.

15. The Lessor reserves the right to access the property at the sole discretion of the Lessor, with 24-hours advance notice.

16. In the event that the City Manager has cause to believe that an illegal activity has occurred or is occurring on the premises, based upon any complaint or allegation presented to the City Manager or City personnel, the Lessor through its employees or agents shall have the right, and does and shall have the Lessee's consent and permission, to enter the premises, including all structures and dwellings, immediately and with no prior notice. Lessee's execution of this lease shall evidence Lessee's full acceptance and voluntary consent to this lease provision for the entire term of the lease.

17. The property shall be used by the Lessee in accordance with this lease agreement and all City of Sanibel codes.

18. Lessee understands that at some point during the lease period the property may be classified as Below Market Rate Housing and will be transferred to Community Housing Resources, Inc. for lease administration and Lessee consents to such transfer.

19. Lessee agrees that in the event of a declared emergency requiring mandatory evacuation from Sanibel Island that the Lessee and all family members will evacuate the island as required.

_____
Lance A. Luna

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Lance A. Luna who is personally known to me, and who did/did not take an oath.

Witness my hand and official seal this ____ day of _____, 2009.

_____
Notary Public, State of Florida
Name of Notary:_____
Commission No. _____
Date Commission Expires: _____

City of Sanibel

By: _____
Judith A. Zimomra
City Manager

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this ____day of _____, 2009, by Judith A. Zimomra, City Manager, who is personally known to me, and who did/did not take an oath.

Witness my hand and official seal this ____ day of _____, 2009.

_____
Notary Public, State of Florida
Name of Notary: _____
Commission No. _____
Date Commission Expires _____

APPROVED AS TO FORM:

CITY ATTORNEY

APPROVED, FINANCIAL SUFFICIENCY
Sylvia A. Edwards, Finance Director