Lee County Board Of County Commissioners Agenda Item Summary

Blue Sheet No. 20031156

3. MEETING DATE:

1. REQUESTED MOTION:

2. DEPARTMENTAL CATEGORY:

ACTION REQUESTED: Approve lease with Algis Gonta and Paul Boyce for 1,250 square feet of space in the Coconut Commerce Center in Bonita Springs to be utilized as the Supervisor of Elections office for Bonita Springs. The initial term of the lease will be five years with one five year renewal period. Lease cost will be \$12.00 per square foot with no CAM or \$15,000 per year. This price will be in effect for the first two years of the lease. Beginning the third year, rental cost will increase by 5%. Lease can be terminated by giving 6 months written notice.

WHY ACTION IS NECESSARY: Board must approve all lease agreements.

<u>WHAT ACTION ACCOMPLISHES</u>: Supervisor of Elections is required to have an office in the City of Bonita Springs. The office space that they are currently leasing from the City of Bonita Springs (246 sq. ft.) is not large enough to accommodate the functions that they are now required to perform (i.e. early voting). Moving the office to the Coconut Commerce Center provides the Supervisor of Elections with enough space to function as they are required to do now.

COMMISSION DISTRICT #: 3	CISE	3	10-21-8	7003		
4. AGENDA:	5. REQUIREMENT/P (Specify)	URPOSE:	6. REQUESTOR OF INFORMATION:			
x CONSENT	STATUTE		A. COMMISSIONER			
ADMINISTRATIVE	ORDINANCE		B. DEPARTMENT Supervisor of Elections			
APPEALS		AC-4-1	C. DIVISION	Dupor visor of Life or site		
PUBLIC	OTHER	AC 1-1		ng, Sup. of Elections		
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TIME REQUIRED:		 /	Millinder M	111 something		
7. BACKGROUND: The Supervi	sor of Elections is require	ed to have an offic	ce in Bonita Springs now	that they have become		
a City. They are currently least	ing 246 square feet of sna	ce from the City	of Bonita. During the las	st election. When the		
State gave citizens the opportun	ity to vote early, that offi	ice received over	2.000 people to vote in a	one week period.		
There was not enough space to	allow more than two peor	ple at a time to vo	te, lines were long and th	iere was no parking		
much of the time. Facilities Ma	nagement was requested	to seek a larger a	rea for them to relocate	their offices. Facilities		
first checked with the City of Bo	onita to see if they could a	accommodate tha	t office in another locatio	on, but there was no		
space available. Space was loca	ted at the Coconut Comm	nerce Center, 249	51 Old U.S. 41 Road. Th	nis space is adequate		
for parking, increase in staff, st						
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FUNDING WILL	BE MADE AVAILABLE		OWING ACCOUNT ST	RING:		
	CF51326001					
Constitutional Officers/Supervisor o	f Elections/Support to Su	apervisor of Elect	ions/General Fund/Land	& Building Rental		
1001117						
Attachments: 2 Original Lease Documents						
8. MANAGEMENT RECOMMENDAT	<u>IONS</u> :					
9. <u>RECOMMENDED APPROVAL</u> :						
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Director of Contracts Resources	Attorney	OA LON				
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LEASE AGREEMENT COCONUT COMMERCE CENTER, BONITA SPRINGS

THIS LEASE AGREEMENT between **ALGIS GONTA** and **PAUL BOYCE** (as tenants in common), hereinafter referred to as "Lessors", 272 3rd Street West, Bonita Springs, Florida 34134, (239) 498-2668, and Lee County, acting by and through the Board of County Commissioners for Lee County, a political subdivision of the State of Florida, party of the second part, hereinafter called the "Lessee."

WITNESSETH

That, for and in consideration of the fee herein reserved and the promise on the part of the Lessee to lease, Lessors' demise and let to the Lessee and the Lessee hires and takes the tenant of the Lessors property in Lee County, Florida described as unit _#10 of Coconut Commerce Center, 24951 Old U.S. 41 Road, Bonita Springs, Florida 34135, to be used and occupied by the Lessee in conducting the business of the _Supervisor of _Supervisor

The annual rent for this Lease shall be increased by no more than 5% annually beginning the first month of the third (3) year of the term. This Lease Agreement is for the initial term of five (5) years, with an option that may be renewed with 60 days notice for an additional five (5) year term upon written agreement of all parties.

Initial Yearly Rent	Current Sales Tax	Total Yearly Rent		
\$ 15,000.00	\$	\$ 15,000.00 yr		

[1,250 sq. ft.@ \$12.00 per sq. ft.]

I. INSURANCE AND INDEMNIFICATION

- A. The Lessee will be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the Lessee while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.
- B. The Lessee hereby covenants with the Lessors as follows:-

Not to allow to be conducted on the premises any trade or business, or anything to be done thereon, which shall increase the rate of premiums for insurance upon the building; and

C. Lessor agrees, covenants, certifies and warrants to Lessee that no portion of the rent payable pursuant to Article II of this Lease Agreement includes, represents, is based on or is attributable to any commission or fee which is paid or is payable by Lessor as the result of Lessor's having utilized or contracted for the services of any real estate broker, salesman, agent or firm in any aspect of Lessor's dealings or any dealings involving the leasing of the demised premises to Lessee.

The Lessor shall purchase and maintain Commercial General Liability insurance in the amount of \$500,000 Per Person, \$1,000,000 Per Occurrence Bodily Injury and \$100,000 Per Occurrence Property Damage, or \$1,000,000 Per Occurrence Combined Single Limit of Bodily Injury and Property Damage. Coverage shall include Contractual Liability as pertaining to this contract with insurers approved by the County Risk Manager. Lessee will provide Lessor with a certificate of insurance with the same coverages.

The Lessor agrees that this insurance requirements shall not relieve or limit Lessor's

liability and that the Lessee does not in any way represent that the insurance required is sufficient or adequate to protect the Lessor's interests or liabilities, but are merely minimums.

II. REGULATIONS

The Lessee hereby covenants with the Lessors to conform to such reasonable rules and regulations for tenants of the rental complex of which the demised premises are a part of and as may be established from time to time by Lessors.

III. ASSIGNMENT AND SUBLETTING

Unless prior approval in writing by Lessors, Lessee shall not sell or assign this Lease, nor sublet the Premises, and an event contrary to the provision of this Paragraph shall constitute a Default under this Lease. Any Assignment approval of this Lease by Lessors shall be conditioned on the Assignee's assumption of total payment responsibility for Additional Rent as defined in this Lease.

IV. SHOWING FOR RENTAL OR SALE

Lessee hereby grants permission to Lessors, to show the property to new rental or purchase applicants at reasonable hours of the day, with prior notice given to Lessee.

V. ENTRY FOR INSPECTION, REPAIRS AND ALTERATIONS

Lessors, shall have the right to enter the Leased Premises for inspection at all business hours and whenever necessary to make repairs and alterations or inspections of the Leased Premises.

VI. WASTE, NUISANCE OR UNLAWFUL USE

Lessee agrees not to commit waste on the premises or maintain or permit to be maintained a nuisance thereon, or use or permit the premises to be used in an unlawful manner.

VII. WAIVERS

A waiver by Lessors of a breach of any covenant or duty of Lessee under this Lease is not a waiver of a breach of any other covenant or duty of Lessee or of any subsequent breach of the same covenant or duty.

VIII. LESSEE'S HOLDING OVER

The parties agree that any holding over by Lessee under this Lease without Lessors' written consent, shall be a tenancy at will which may be terminated by Lessor on ten (10) days notice in writing thereof.

IX. RE-DELIVERY OF PREMISES

Unless renewed, at the end of the term of this Lease, Lessee shall quit and deliver up the premises to Lessors in as good condition as they are now, ordinary wear, decay and damage by the elements excepted.

X. DEFAULT

If Lessee defaults in the payment of rent or any part thereof, or if Lessee defaults in the performance of or compliance with any other term or condition hereof, the Lease at the option of the Lessors, shall terminate after fourteen (14) days notice given to Lessee and failure to cure. The Lessors may re-enter the premises and retake possession and recover damages, including costs and attorney's fees. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the Lease shall not result if within fourteen (14) days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time; provided that any monies not paid when due shall include interest on the delinquent amount at the highest legal rate allowed until paid. In the event of a default, the prevailing party shall be paid reasonable attorney's fees and costs and Lessee shall indemnify and hold harmless the Lessors for all loss or damage which the Lessors may suffer by reason

of any such breach.

In addition to any other remedies provided by law Lessors may: (a) terminate this Lease and in this case Lessee shall pay Lessors all sums due as of the date of termination and Lessee waives any right of redemption Lessee may have in the demised premises; or (b) re-enter and take possession of the demised premises holding the same for the account of Lessee, in which case, all rent and other charges due under the Lease, including, common area charges, reasonable costs of reletting, including rehabilitation, shall be immediately due and payable; or (c) without prejudice to any present or future right of possession, bring an action in law or in equity to collect rent and other charges due, to restrain any violation of any term, provisions or covenant of this Lease.

This Lease Agreement may be terminated without cause by the Lessee upon six (6) months written notice to Lessor and the default remedies listed above will not apply after termination.

The Lessee may terminate this Lease Agreement for cause if the Lessor breaches any term of this Lease Agreement or fails to take appropriate corrective action. The Lessor has thirty (30) days from written notice by the Lessee to cure or correct any default. If the Lessor fails to correct the default within the thirty (30) day period to cure or correct the default, this Lease Agreement will be automatically terminated ninety (90) days from the date written notice was initially given to the Lessor.

XI. DESTRUCTION OF PREMISES AND EMINENT DOMAIN

In the event the Leased Premises are destroyed or rendered untenantable by fire, storm, earthquake or other casualty not caused by the negligence of Lessee, or if the same are taken by eminent domain, this Lease shall be at an end from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental shall then be accounted for between Lessors and Lessee up to the time of such injury or destruction or taking of the premises, Lessee paying up to such date and Lessors refunding the rent collected beyond such date provided that in the event the premises can be made tenantable within a forth-five (45) day period of time or are only made partially untenantable, then the rent hereby reserved or a just and proportionate part thereof,

according to the nature and extent of damage sustained, shall be abated until the said premises have been repaired and restored.

XII. MAINTENANCE

Lessee shall maintain the premises in at least as good a condition as the premises are at the inception of this lease. All maintenance shall be at the expense of Lessee, except that Lessor will maintain and be responsible for expenses to the HVAC system (heating and air conditioning) equipment for a two year period beginning at the commencement of this lease. Lessee will be responsible for maintenance of the HVAC system after the expiration of the two year period.

Lessors will be responsible for replacement of the heating and air conditioning equipment while such equipment is under warranty, unless such replacement is due to the negligence or failure of Lessee to properly maintain the equipment. Lessors shall not be liable to Lessee for any damages caused to Lessee or Lessee's property due to the building or any part or appurtenances thereof being improperly constructed or being or becoming out of repair unless said defect or need for repair has been duly reported to the Lessors and not corrected within a reasonable time. Should a repair be Lessor's responsibility under this paragraph, Lessee agrees to report immediately in writing to Lessor any defective condition in or about the Demised Premises known to Lessee; and failure to so report shall make Lessee liable to Lessors for any expense or damage to Lessors resulting from the delay in reporting. Structural repairs are herein defined as being limited to foundation, supporting structure, roof and floor slab. Lessors shall maintain the exterior of the structure in which the premises are located, the roof, exterior plumbing, parking areas and landscaping.

XIII. ALTERATIONS

Lessee shall make no alterations to the premises without the written approval of Lessors other than for alterations of the type already approved in Exhibit "A". Specifically, Lessee shall not allow: (a) any holes to be drilled or made in the stone or brick work; (b) any placard to be placed on the outer wall; and (c) any signs to be erected on the

premises, except such as the Lessors shall approve, and then only in such place and so affixed as the Lessors shall prescribe. Any heating or lighting apparatus which may be used on the premises shall be of such kind as the Lessors shall approve. The Parties agrees that the demised premises now conform with the requirements of Sections 255.21 and 255.211, Florida Statutes and ADA requirements.

XIV. UTILITIES

Electricity, gas, telephone service, and other utilities are not furnished as a part of this Lease unless otherwise indicated herein. Expenses of all utilities, not limited to the foregoing, are the responsibility of and shall be obtained at the expense of the Lessee. Lessors shall furnish trash collection, water, pest control, fire extinguisher and sewer services.

XV. NOTICE

All notices to the Lessee are valid if sent by certified mail to the address shown above or to any other address as Lessee may request in writing. All notices to the Lessors are valid if sent by certified mail to the address shown above or to any other address as Lessors may request in writing.

XVI. DEFINITIONS

The terms "LESSOR" and "LESSEE" shall include their heirs, personal representatives and approved assigns and shall include the plural as well as the singular.

XVII. TAXES

Taxes attributable to the Premises or the use of the Premises shall include:

- Real Estate Taxes. Lessors shall pay all real estate (ad valorem) taxes levied against the Premises.
- B. Personal Taxes. Lessees shall pay all business taxes, business licenses and any other charges with may be levied against the premises and which

are attributable to Lessees use of the Premises.

XVIII. GOVERNMENT REGULATIONS

The Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the Southeastern Underwriters Association for the prevention of fires, at Lessee's cost and expense. The Lessor warrants that to the best of the lessor's knowledge the premises are fit for the conduct of the governmental business of the Lessee. The Lessor further warrants that the premises are in compliance with all statutes and laws, either federal, state, or local, applicable to the intended use of the premises.

IXX. TIME OF THE ESSENCE

It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

XX. SIGNS

It is hereby understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the Lessors and not used without the written approval of Lessors.

XXI. RENEWAL AND RENEWAL FOR RENT

Lessee shall have the right to renew this lease for one additional term of 5 years by giving written notice of such intent to Lessors at least sixty days prior to the expiration of the term. If the Lessee exercises the option for a renewal term under the provisions of this

Lease, and if the parties shall not have agreed in writing at least sixty days before the expiration of the initial term upon the amount of the fixed annual rent to be paid during the renewal term, then the fixed annual rent shall be the fair rental value of the leased property as determined by Lessor.

XXII. CONTRACTOR'S LIENS

Lessee is prohibited from subjecting the Demised Premises or the building of which they are a part or the land upon which they are located, or any part thereof or any interest of Lessors therein to any contractor's lien.

If any contractor's lien shall at any time be filed against the Demised Premises or the building of which they are a part or the land upon which they are located or any part thereof or any interest of Lessors therein, or any encumbrance, charge, mortgage, conditional bill of sale, title retention, or security agreement be filed against the Demised Premises or the building of which they are a part or the land upon which they are located or any part thereof or any interest of Lessors therein, by reason of any work, labor or services, or materials or equipment furnished ro or for Lessee, Lessee, within ten (10) days after notice of the filing thereof, or such shorter period not less than five (5) days as may be required by the holder of any mortgage to which this Lease is subject and subordinate, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise.

Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of Lessors, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, or material man 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 Lessees any 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 the building of which they are a part or the land upon which they are located, or any part thereof or any interest of Lessors therein.

XXIII. ABANDONED PROPERTY

BY SIGNING THIS AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY

XXIV. WRITTEN AGREEMENT

This lease contains the entire agreement between the parties hereto and it may be modified only by a writing, with the approval of the Board of County Commissioners and the agreement to such modification by the Lessors.

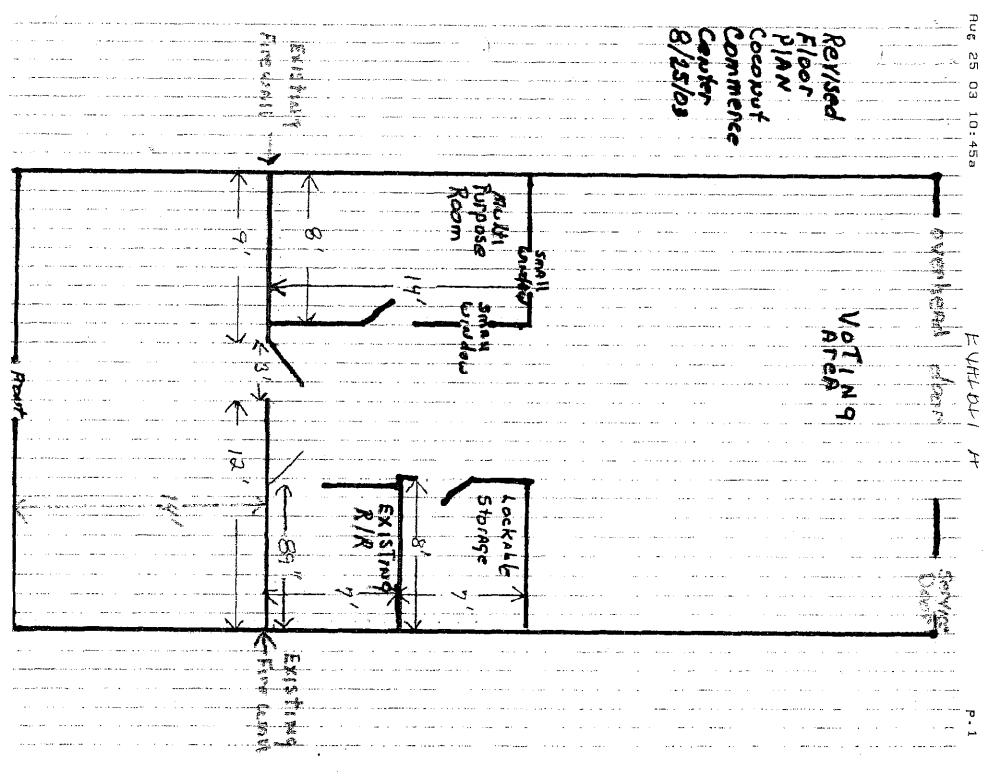
XXV. OWNERSHIP

Lessor covenants and warrants that they are the owner(s) of the property that is the subject of this Lease, and as such are lawfully seized and possessed of the said described real property, have good and lawful right, power and sufficient interest to convey a leasehold in same, and that the described real property is free from any other leases or encumbrances that would otherwise interfere with the direct relationship between Lessor and Lessee herein.

IN WITNESS WHEREOF, the LANDLO	ORD and TENANT have caused this Lease
Agreement to be executed by their respective a	and duly authorized officers the day and year
first written above.	
Haul Boyce	
LANDLORD - PAUL BOYCE	LANDLORD - ALGIS GONTA
STATE OF FLORIDA	
COUNTY OF COLLER	
The foregoing instrument was acknowledged	before me this 22 day of September
2003, by <u>PAUL BOYCE</u> , who is <u>pe</u>	rsonally known to me or who has produced
as identification	and did/did not take an oath.
	Notary Notary
Danielle C Marczak My Commission DD056307 Expires September 18, 2005	Printed Name of Notary
	9/18/2015
	Commission Expires
ATTEST:	
CHARLIE GREEN, CLERK	CHAIRMAN, LEE COUNTY BOARD OF COUNTY COMMISSIONERS
BY: DEPUTY CLERK	APPROVED AS TO LEGAL FORM BY COUNTY ATTORNEY'S OFFICE

IN WITNESS WHEREOF, the LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first written above. LANDLORD - PAUL BOYCE STATE OF Wiscon De COUNTY OF Walund The foregoing instrument was acknowledged before me this ______day of__ 2003, by Alas Gentles, who is personally known to me or who has produced as identification and did/did not take an oath. ATTEST: CHAIRMAN, LEE COUNTY BOARD OF CHARLIE GREEN, CLERK COUNTY COMMISSIONERS APPROVED AS TO LEGAL FORM BY DEPUTY CLERK BY: **COUNTY ATTORNEY'S OFFICE**

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Lee County Board of County Commissioners			į					
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