

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

Blue Sheet No. 20040166

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve re-negotiated lease with Kiki L. Courtelis as Trustee under the Investment Trust created under the Alec P. Courtelis Declaration of Trust dated April 8, 1994 for 2,280 s.f. of space located in the Northshore Plaza, 13860 No. Cleveland Avenue, Suites I & J, North Ft. Myers, Florida. The lease is for five years with the option to renew for an additional three years. Base rental cost is \$10.40 or \$23,712 per year. In addition to the base rental cost, Common Area Maintenance costs for the first year will be \$1.30 per s.f. and Insurance costs will be \$.40 per s.f. for a total of \$3,876. Base rental cost will increase annually after the first year in the amount of the CPI increase. Lease can be terminated by giving 3 months advanced written notice.

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

**WHAT ACTION ACCOMPLISHES:** Allows the current occupant, Lee County Tax Collectors office, to remain in the same location that they have occupied for the past 6 years.

**2. DEPARTMENTAL CATEGORY:**  
COMMISSION DISTRICT #: 4

*C15B*

**3. MEETING DATE:**

*03-16-2004*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**  
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE *AC-4-1*
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER \_\_\_\_\_
  - B. DEPARTMENT \_\_\_\_\_
  - C. DIVISION *Lee Co. Tax Collector*
- BY: *Cathy Curtis, Tax Collector*  
*for Cathy Curtis*

**7. BACKGROUND:**

In April of 1998, the Lee County Board of County Commissioners entered into a lease agreement for the space located at 13860 No. Cleveland Avenue, Suites I & J, in the Northshore Plaza, North Ft. Myers, Florida. The space has been utilized by the Lee County Tax Collector's office since that time. The Tax Collector has requested to remain in this location and asked Facilities Management to re-negotiate the lease. The current lease is to end as of March 31, 2004.

**FUNDING WILL BE AVAILABLE IN THE FOLLOWING ACCOUNT:**

**CB 5130500100.504410**

**Constitutional Officers/Tax Collector/Support to Tax Collector/General Fund/Land and Building Rental**

Attachments: Lease Documents (2)

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services			G County Manager
					OA	OM	Risk	GC
<i>J. J. Jumper</i> <i>2-14-04</i>	<i>N/A</i> <i>CP</i> <i>by</i> <i>EMD</i>			<i>K. S.</i> <i>2/16/04</i>	<i>LA</i> <i>2/19/04</i>	<i>OM</i> <i>2/19/04</i>	<i>OR</i> <i>2/19/04</i>	<i>GC</i> <i>2/19-04</i> <i>J. J. Jumper</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by *Cathy*  
Date: *2/16/04*  
Time: *1:40*  
*pm*  
Forwarded to:  
*W. Astor*  
*2/16/04*

RECEIVED BY  
COUNTY ADMIN. *CA*  
*2/16/04*  
*2:20 pm SLT*  
COUNTY ADMIN  
FORWARDED TO:  
*2/19/04*  
*3:30 pm*

LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
P.O. BOX 398  
FT. MYERS, FL 33902-0398

**THIS LEASE AGREEMENT**, entered into this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, between Kiki L. Courtelis as Trustee under the Investment Trust created under the Alec P. Courtelis Declaration of Trust dated April 8, 1994, hereinafter called the Lessor, and Lee County, acting by and through the Board of County Commissioners for Lee County, a political subdivision and Charter County of the State of Florida, hereinafter called the Lessee.

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in LEE COUNTY, FLORIDA, described as follows:

**Northshore Plaza  
13860 North Cleveland Avenue, Suites I & J  
North Ft. Myers, Florida 33903**

which shall constitute an aggregate area of 2,280 square feet of net rentable office space in accordance with the American National Standard Z65.1 - 1991 as published by the Building Owners and Managers Association International, at a base rental rate of \$10.40 **\*(plus Miscellaneous Obligations)** per square foot per year.

**I. TERM**

**TO HAVE AND TO HOLD** the above described premises for a term commencing on the 1st day of April, 2004 to and including the 31st day of March, 2009.

**II. RENT**

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this Lease and the Lessee agrees to pay the Lessor the sum of one thousand nine hundred and seventy-six dollars and no cents (\$1,976) **\*(plus Miscellaneous Obligations)** per month for the rental period described in Article I of this Lease. The rent for any fractional part of the first month shall be prorated. Rent shall be paid to the Lessor on the first day of each month of occupancy by the Lessee, for the term of the Lease. The rent shall be paid to the Lessor at: 703 Waterford Way, Suite 800, Miami, Florida 33126-4677.

### **III. HEATING, AIR CONDITIONING AND JANITORIAL SERVICES**

1. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment. The Lessee shall maintain same in satisfactory operating condition at all times for the stated premises during the term of the Lease at the sole expense of the Lessee, except that any replacement of major components of the unit or units will be the responsibility of the Lessor at the expense of the Lessor.

2. The Lessee agrees to furnish janitorial services and all necessary janitorial supplies for the leased premises during the term of the lease.

### **IV. LIGHT FIXTURES**

The Lessor agrees to install in the stated premises, suitable light fixtures for the use of the Lessee.

The Lessee shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing sufficient light to the Lessee.

### **V. MAINTENANCE AND REPAIRS**

The Lessee shall provide for interior maintenance and repairs, and replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this Lease, keep the interior of the stated premises in as good a state of repair it is at the time of the commencement of this Lease; reasonable wear and tear and unavoidable casualties excepted.

The Lessor shall maintain and keep in repair the exterior of the stated premises during the term of this Lease and shall be responsible for the replacement of all windows broken or damaged in the stated premises, except such breakage or damage caused to the exterior of the stated premises by the Lessee, its officers, or agents.

### **VI. UTILITIES**

Unless otherwise indicated, the Lessee should bear the full cost of water/sewer service used by the Lessee and shall also bear its proportionate share of the cost for garbage pick-up, use of electricity, telephone services, and any other services provided to the leased space, at its own expense.

### **VII. HANDICAPPED STANDARDS AND ALTERATIONS**

1. The Lessor agrees that the stated premises now conform, or that prior to Lessee's occupancy, the said premises shall, at Lessor's expense, be brought into conformance with the requirements of Sections 255.21 and 255.211, Florida Statutes and ADA requirements, as they may be revised from time to time.

2. The Lessee shall have the right to make reasonable alterations in and to the stated premises during the term of this Lease upon first having obtained the written consent thereto from the Lessor. The Lessor shall not unreasonably withhold consent to any such alterations.

#### **VIII. INJURY OR DAMAGE TO PROPERTY ON PREMISES**

Lessee's property of any kind that may be placed on the premises during the continuancy of this Lease shall be at the sole risk of the Lessee. Except for the negligence of the Lessor, the Lessor shall not be liable to the Lessee or any other person for any injury, loss or damage to property or to any person on the premises.

#### **IX. FIRE AND OTHER HAZARDS**

1. In the event that the stated premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to stated premises at its own cost and expense. As the result of such casualty, the rent shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rent paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed so that the major part thereof is usable by the Lessee, then the rent shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as rapidly as is practicable and upon the completion of such repairs, the full rent shall commence and the Lease shall then continue the balance of the term.

2. The Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshall. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshall. The Lessor agrees that the stated premises shall be available for inspection by the State Fire Marshall, prior to occupancy by the Lessee, and at any reasonable times thereafter.

3. The Lessor certifies no asbestos was used in the construction of the stated premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

#### **X. SUITABILITY FOR USE**

The Lessor warrants that the premises are fit for the conduct of the governmental business of the Lessee. The Lessor further warrants that the stated premises are in compliance with all statutes and laws, either federal, state, or local, applicable to the intended use of the premises. The legal interpretation of any such existing statute or law, or the enactment of any new statutes or laws that, in the opinion of the Lessee, result in a material interference with the peaceful entry or occupation of the stated premises, or any portion thereof by the Lessee, at the option of the Lessee, shall automatically void this Lease prior to entry and occupation, or entitle the Lessee, after entry and occupation, to wholly

terminate this Lease by giving seven (7) calendar days notice to the Lessor of its intention to do so.

**XI. EXPIRATION OF TERM**

At the expiration of the Term, the Lessee will peaceably yield up the stated premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises, all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

**XII. SUBLETTING AND ASSIGNMENT**

The Lessee, upon the obtaining of the written consent of the Lessor, which written consent shall not unreasonably be withheld, shall have the right to sublet all or any part of the stated premises, or to assign all or any part of the stated premises.

**XIII. WAIVER OF DEFAULTS**

The waiver by the Lessor of any breach of this Lease by the Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

**XIV. RIGHT OF LESSOR TO INSPECT**

The Lessor, at reasonable times, may enter into and upon the stated premises for the purpose of viewing the same and for the purpose of making repairs as required under the terms of this Lease.

**XV. BREACH OF COVENANT**

These presents are made upon the condition that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days for non-monetary defaults and ten (10) days for monetary defaults after written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, without further notice or demand, enter into and upon the stated premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.

**XVI. ACKNOWLEDGMENT OF ASSIGNMENT**

The Lessee, upon the request of the Lessor, shall execute such acknowledgment(s) or any assignment(s), of rentals and profits made by the

Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage(s), executed by the Lessor.

#### **XVII. TAXES, INSURANCE, AND COMMISSIONS**

1. Lessor will pay all real estate taxes on the stated premises. Lessee will pay their proportionate share of insurance premiums on the stated premises. Lessee shall not be liable to carry fire insurance on the premises or property of the Lessor or any other personal property of Lessor which may now or thereafter be placed on the stated premises. The Lessor shall not be liable for damages or theft to the personal property or fixtures belonging to the Lessee which are located on the rental property.
2. 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 omissions (s) of any official or employee of the County 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.
3. 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 stated premises to Lessee.
4. 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.
5. The Lessor must furnish an appropriate certificate of insurance naming Lee County Board of County Commissioners as Certificate Holder and Additional Insured. The Lessor agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

The Lessor agrees that these 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 interest or liabilities, but are merely minimums.

#### **XVIII. AVAILABILITY OF FUNDS**

The obligations of the Lessee under this Lease agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the

Board of County Commissioners and/or the availability of funds through contract or grant programs.

**XIX. USE OF PREMISES**

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or make any use or occupancy thereof contrary to the laws of the State of Florida, or to Ordinances of the City, as applicable and/or County in which the stated premises are located, now or hereinafter made, as may be applicable to the Lessee.

**XX. RENEWAL**

The Lessee is hereby granted the option to renew this Lease for one, three year renewal period upon the same terms and conditions. If the Lessee desires to renew this Lease under the provisions of this Article, it shall give the Lessor written notice thereof three (3) months prior to the expiration of the term provided in Article I of this Lease or any applicable renewal period.

**XXI. RIGHT TO TERMINATE**

The Lessee shall have the right to terminate this Lease upon giving three (3) months advance written notice to the Lessor by Certified Mail, Return Receipt Requested. The Lessor will not have any right to accelerate the Lease payments for the remainder of the Lease duration.

**XXII. NOTICES AND INVOICES**

All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at 703 Waterford Way, Suite 800, Miami, FL 33126-4677 and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at P.O. Box 398, Ft. Myers, FL 33902-0398, Attention: Facilities Management. Invoices should be submitted monthly to Lee County Finance Department, P.O. Box 2238 Fort Myers, Florida 33902.

**XXIII. CONTACTS**

For purposes of this agreement, the County representative shall be Facilities Management and the Lessor's representative shall be Courtelis Company, Property Management Department.

**XXIV. DEFINITION OF TERMS**

(a) The terms "Lease", "Lease Agreement", or "Agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this Lease.

(b) The terms "Lessor" and "Lessee" shall include the heirs, successors and assigns for the parties hereto.

(c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

#### **XXV. MISCELLANEOUS PROVISIONS**

After the first year of the initial term of the Lease agreement, the base rental cost of \$10.40 per sq.ft. per year will increase annually by the latest increase in the Consumer Price Index, All Items, Wage Earners and Clerical Workers, U.S. City Average, as published by the Bureau of Labor Statistics, Southeastern Region, Atlanta, Georgia. This increase will continue annually through any renewal periods.

The following costs are in addition to the base annual rental cost: During the first Calendar Year of the Lease, the Common Area Maintenance cost shall be \$1.30 per sq. f. and Insurance costs shall be \$.40 per sq. ft. Lessee shall also pay its pro rata share of any increases in these costs on an annual basis. Lessor shall provide Lessee with documentation of actual costs should annual costs exceed the current per square foot costs.

#### **XXVI. 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 Lessor.

#### **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.

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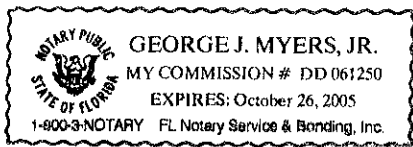
IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Lease Agreement to be executed by their respective and duly authorized officers on the day and year first written above.

[Signature]  
LESSOR

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 27 day of January 2004 by W. Douglas Atkins, who is personally known to me or who has produced \_\_\_\_\_ as identification and did/did not take an oath.



[Signature]  
Notary  
George J. Myers, Jr.

Printed Name of Notary

10-26-05  
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

(Lease for North Tax Collector)

This certificate is executed by Liberty Mutual Insurance Group as respects such insurance as is afforded by those companies.

BM0068

**Certificate of Insurance**  
 This certificate is issued as a matter of information only and confers no rights upon you the certificate holder. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy listed below.

This is to certify that (Name and address of Insured)



COURTELIS COMPANY  
 703 WATERFORD WAY  
 SUITE 800  
 MIAMI, FL 33116

is, as the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

Expiration Type	Expiration Date(s)	Policy Number(s)	Limits of Liability	
<input type="checkbox"/> Continuous* <input type="checkbox"/> Extended <input checked="" type="checkbox"/> Policy Term			Coverage afforded under WC law of the following states:	Employers Liability
				Bodily Injury By Accident Each Accident Bodily Injury By Disease Policy Limit Bodily Injury By Disease Each Person
Workers Compensation				
General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Retro Date	12/31/2004	TB2-151-275879-093	General Aggregate-Other than Prod/Completed Operations \$2,000,000 Products/Completed Operations Aggregate \$1,000,000 Bodily Injury and Property Damage Liability \$1,000,000 Personal and Advertising Injury \$1,000,000 Other Liability \$300,000 Premises rtd to you	Per Occurrence Per Person / Organization \$5,000 Med Pay
Automobile Liability <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Non-Owned <input checked="" type="checkbox"/> Hired	12/31/2004	AS2-151-275879-083	Each Accident - Single Limit - B. I. and P. D. Combined \$1,000,000 Each Person Each Accident or Occurrence Each Accident or Occurrence	
Commercial Crime	12/31/2004	YC1-151-275879-103	\$500,000 Blk Employee Theft Deductible & #058 & #059; \$5, \$500,000 Forgery or Alteration Deductible & #058 & #059; \$5,	
COMMENTS	RE: LEE COUNTY TAX COLLECTOR 13860 - I & J NORTH CLEVELAND AVE, NORTH FORT MYERS, FL 33903; CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED WITH REGARD TO GENERAL LIABILITY AS THEIR INTEREST MAY APPEAR.			
*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date. However, you will not be notified annually of the continuation of coverage. Special Notice - OI: Any person who, with intent to defraud or knowing that he / she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud. Important Information to Florida policyholders and certificate holders: in the event you have any questions or need information about this certificate for any reason, please contact your local sales producer, whose name and telephone number appears in the lower left corner of this certificate. The appropriate local sales office mailing address may also be obtained by calling this number. Notice of cancellation: (not applicable unless a number of days is entered below). Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days notice of such cancellation has been mailed to:				

Office: FT. LAUDERDALE, FL-COMMERCIAL MKTS Phone: 954-851-1050

Certificate Holder:  
 LEE COUNTY - FACILITIES MANAGEMENT  
 BOARD OF COUNTY COMMISSIONERS  
 P.O. BOX 1396  
 FORT MYERS, FL 33902-0396

*James R. Fict*  
 James R. Fict  
 Authorized Representative

Date Issued: 02/05/2004 Prepared By: KM