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**CITY OF MARATHON, FLORIDA  
RESOLUTION 2004-054**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, AUTHORIZING CITY MANAGER TO ENTER INTO LEASE AGREEMENT WITH MARJORIE MEARNS TO HOUSE THE COUNSELORS FROM NORTHERN IOWA UNIVERSITY FOR THE CITY'S SUMMER CAMP PROGRAM IN THE AMOUNT OF \$3,000.**

**WHEREAS**, on April 13, 2004, the City Council approved the University of Northern Iowa, School of Health, Physical Education and Leisure Services "Camp Adventure"<sup>TM</sup> ("Camp Adventure") to staff the City of Marathon (the "City") summer camp; and

**WHEREAS**, through its agreement with Camp Adventure, the City agreed to house the camp counselors for a two-month period while they provide services to the City; and

**WHEREAS**, the City obtained three (3) quotes at a monthly rent of \$1,500, \$7,500 and \$7,768; and

**WHEREAS**, the City Council desires to enter into a two (2) month lease agreement with Marjorie Mearns for a total of \$3,000.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The above recitals are true and correct and are incorporated herein by this reference.

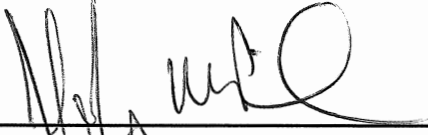
**Section 2.** The residential lease agreement between the City of Marathon and Marjorie Mearns, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

**Section 3.** The City Manager is authorized to execute the lease agreement on behalf of the City.

**Section 4.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** by the City Council of the city of Marathon, Florida, this 8th day of June, 2004.

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
Jeffrey M. Pinkus, Mayor

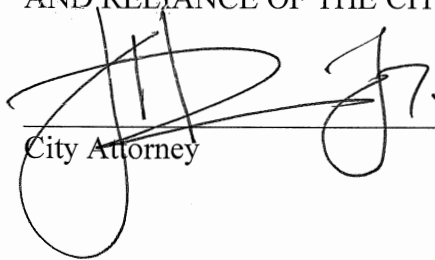
AYES: Bull, Bartus, Miller, Pinkus  
NOES: None  
ABSENT: None  
ABSTAIN: Mearns

**ATTEST:**

  
\_\_\_\_\_  
Cindy L. Ecklund  
City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

  
\_\_\_\_\_  
City Attorney

## ***REAL ESTATE LEASE***

This Lease Agreement (this "Lease") is dated May 27, 2004, by and between Marjorie Mearns ("Landlord"), and City of Marathon ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant "Sunrise" (the "Premises") located at 398 70th Street, Gulf, Marathon, Florida 33050.

**TERM.** The lease term will begin on May 29, 2004 and will terminate on July 24, 2004.

**LEASE PAYMENTS.** Tenant shall pay to Landlord lease payments of \$1,500.00, payable in advance on the first day of each month, for a total lease payment of \$3,000.00. Lease payments shall be made to Landlord at 398 70th Street, Gulf, Marathon, FL, 33050 which may be changed from time to time by Landlord.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**USE OF PREMISES/ABSENCES.** Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**OCCUPANTS.** No more than 6 person(s) may reside on the Premises unless the prior written consent of the Landlord is obtained.

**PETS.** No pets shall be allowed on the Premises.

**PARKING.** Tenant shall be entitled to use 2 parking space(s) for the parking of motor vehicle(s).

**PROPERTY INSURANCE.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

**KEYS.** Tenant will be given 2 key(s) to the Premises and 0 mailbox key(s). If all keys are not returned to Landlord following termination of the Lease, Tenant shall be charged \$10.00.

**LOCKOUT.** If Tenant becomes locked out of the Premises, Tenant will be charged \$0.00 to regain entry.

**MAINTENANCE.** Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability.

**UTILITIES AND SERVICES.** Landlord shall be responsible for all utilities and services incurred in connection with the Premises.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 60 days' written notice to Tenant that the Premises have been sold.

**HABITABILITY.** Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**LATE PAYMENTS.** For any payment that is not paid within 15 days after its due date, Tenant shall pay a late fee of \$100.00.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections,

provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

**LANDLORD:**

Marjorie Mearns  
400 70th Street, Gulf  
Marathon, FL 33050

**TENANT:**

City of Marathon  
10045-55 Overseas Hwy.  
Marathon, FL 33050

Such addresses may be changed from time to time by either party by providing notice as set forth above.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Florida.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the

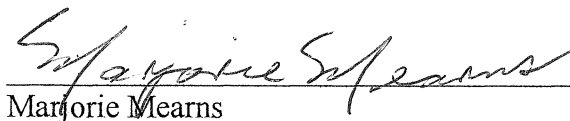
parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

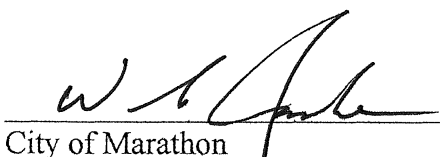
**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**LANDLORD:**

  
\_\_\_\_\_  
Marjorie Mearns

**TENANT:**

  
\_\_\_\_\_  
City of Marathon