

COUNCIL AGENDA STATEMENT



Meeting Date: March 12, 2019
To: Honorable Mayor and City Council Members
From: Chuck Lindsey, City Manager

Agenda Item: **Resolution 2019-23**, Approving A Second Amendment To The Residential Lease Between The City and MCSO Officer To Extend The Term Of The Contract By One Year; Authorizing The City Manager To Execute The Extension; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

Staff and the tenant are seeking approval for a one year extension to the lease agreement under the same terms and conditions and at the same monthly rate of \$1,000.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	_____	_____
2. Other – 2010 Sewer Mandate	<u> X </u>	_____
3. Not applicable	_____	_____

FISCAL NOTE:

Approval of this resolution will allow the City to recoup \$1,000 per month and the cost of utilities for the City owned property at Sombrero Beach.

RECOMMENDATION: Approve Resolution

Sponsored by: Lindsey

**CITY OF MARATHON, FLORIDA
RESOLUTION 2019-23**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A SECOND AMENDMENT TO THE RESIDENTIAL LEASE BETWEEN THE CITY AND MSCO OFFICER TO EXTEND THE TERM OF THE CONTRACT BY ONE YEAR; AUTHORIZING THE CITY MANAGER TO EXECUTE THE EXTENSION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 1, 2017, the City of Marathon (the “City”) and MSCO Officer (“Tenants”) entered into residential lease agreement to lease certain City owned property to Tenant (“the Residential Lease”); and

WHEREAS, the City renewed the lease for one Renewal Term (the “First Amendment”) for a period of (1) year in February of 2018; and

WHEREAS, Landlord and Tenants desire to extend the term for one additional Renewal Term (the “Second Amendment”).

WHEREAS, the parties wish to document the renewal in the Second Amendment to Residential Lease attached hereto as Exhibit “A”.

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 incorporated herein.

Section 2. An amendment to the Residential Lease between the City and Tenant, attached hereto 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 hereby approved. The City Manager is authorized to sign the second amendment on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF MARCH, 2019.

THE CITY OF MARATHON, FLORIDA

John Bartus, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

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

David Migut, City Attorney

SECOND AMENDMENT TO RESIDENTIAL LEASE

THIS SECOND AMENDMENT TO RESIDENTIAL LEASE (the "Lease") made and entered into this ____ day of _____, 2019, by and between the CITY OF MARATHON, a Florida municipal corporation (the "Landlord" or the "City") and OFFICER BILL DANIELS, a Monroe County Sheriff's Officer, and AMBER PRIEST, an individual (the "Tenants").

RECITALS:

1. On February 10, 2017, the City entered into a Residential Lease agreement ("Residential Lease") with Tenant to lease certain City-owned property, which commenced March 1, 2017, as described more fully in Exhibit "B" to the Residential Lease.

2. On February 13, 2018, the City and Tenants approved an amendment to the lease by extending the term by one year.

3. Landlord desires to amend the Residential Lease to extend the term for one Renewal Term (the "Second Amendment").

4. NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Second Amendment, the parties hereby agree as follows:

Section 1. Amendment to Section 1.2 of the Residential Lease. The parties hereby amend Section 1.2 of the Residential Lease to read as follows:

1.2 The term (the "Term") of this Lease shall be twelve (12) months commencing on March 1, 2019 (the "Commencement Date") and expiring on March 1, 2020 (the "Expiration Date"), unless sooner terminated in accordance with this Lease.

EXCEPT AS PROVIDED HEREIN, all other terms and conditions of the Residential Lease dated February 10, 2017 remain in force and effect.

DATED this ____ day of _____, 2019.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have made and executed this Lease on the respective dates under each signature,

LANDLORD:

CITY OF MARATHON,
a Florida municipal corporation

By: _____
Chuck Lindsey, City Manager

Date: _____

TENANT:

Officer Bill Daniels

Date: _____

Amber Priest

Date: _____

Attest:

Diane Clavier, City Clerk

Witnesses as to Tenant:

Print Name: _____

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
THE CITY OF MARATHON ONLY:

David Migut, City Attorney