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TO: Sunfish Lake Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: November 28, 2012
**RE: Lease between the City of Sunfish Lake and St. Anne's Episcopal Church –
December 4, 2012 City Council Meeting; Agenda Item 8(e)**

Section 1. Background. Councilmember JoAnne Wahlstrom, City Clerk Cathy Iago and City Attorney Tim Kuntz met with Rev. Lydia Brown and Jennifer McNally from St. Anne's Episcopal Church to outline the terms of a lease. The meeting occurred on Wednesday, November 28, 2012. The material lease terms are as follows:

1. The lease term is three years (for calendar years 2013, 2014 and 2015).
2. The church will lease space to the City in "St. Anne's Room" for meetings on the first Tuesday and the third Wednesday of each month. If the Council changes the dates of the meetings, other suitable space will be made available.
3. In every election year (the even numbered years), the City will have space in the "Parish Hall" to conduct the election process on Monday and Tuesday in August for the primary election and on Monday and Tuesday in November for the general election.
4. The City will also have storage space at the church to store the ballot boxes, voting machines and election signs.
5. If the City needs additional meeting space on days outside of the regular meeting dates or times, then the church agrees in good faith to make such space available.
6. During the meetings and election times, the City will have non-exclusive use of the parking lot, restrooms, hallways, and the tables and chairs. The City will also have the right to post notices and other literature on the bulletin board. The City will be able to

use the fax machine and kitchen facilities during the election days in August and November. The City will also have a mail slot at the church and the right to place a literature rack in the hallway.

7. If the City damages the church premises during its use, the City will repair the damage. When the City leaves the church premises, the City will turn off the lights and lock the doors. The City will leave the space in substantially the same condition that existed when the City began the meeting.
8. The City will hold the church harmless from any claims arising out of the City's use of the lease space, except for claims resulting from the negligence of the church.
9. The City will carry liability insurance up to the tort liability limits.
10. The rent will be \$165 per month for calendar year 2013 and \$169 per month for calendar year 2014 and \$173 per month for calendar year 2015.
11. The church will give the City two keys to the building. If the City loses a key, the City will immediately notify the church and pay the church to re-key the locks on the various church doors and to issue new keys to both church and City personnel. All key holders of the City (the Clerk and Mayor) must complete a training course relating to "safe church" principles.

Section 2. Council Action. The City will draft the lease in December and circulate it to the church for comment and review. It is expected that the lease document will be on the Council agenda for the January 2013 meeting for formal approval by the Council.