

Agenda Request Form

Cherokee County School District

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| Meeting Date |
| August 16, 2018 |

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| Agenda Item Number |
| I-1 |

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| Title |
| Lease Agreement with Cherokee County (Board of Commissioners) for Utilization of Original Hickory Flat School Gymnasium |
| Requested Action |
| School Board Consideration of Superintendent's Recommendation for Approval of Lease Agreement with Cherokee County (Board of Commissioners) for Utilization of Original Hickory Flat School Gymnasium |
| Summary Explanation and Background |
| <p>As a result of discussions and negotiations with representatives of Cherokee County government, it is recommended that the School District enter into a lease agreement with Cherokee County (Board of Commissioners) for their utilization of the original Hickory Flat School gymnasium for their programs.</p> <p>This agreement will provide Cherokee County the opportunity to maintain, improve and utilize the facility. The lease will also allow for further expansion of programming and contains provisions allowing for subleasing of the property.</p> |
| Major System Priority |
| Increasing parental and community involvement |
| Financial Impact |
| N/A |
| Exhibits: (List) |
| Lease Agreement and Exhibit A |

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| Board Action |
| <i>(For Official School Board Records Only)</i> |

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|---|----------------|
| Source of Additional Information | |
| Dr. Brian V. Hightower | (770) 479-1871 |
| Mike McGowan | (770) 479-1871 |
| Tom Roach | (770) 479-1406 |

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____ (Date)

By: _____ (School Board Chairman)

LEASE AGREEMENT

This Lease Agreement is entered into between **Cherokee County School System a/k/a Cherokee County School District** ("Landlord"), and **Cherokee County** ("Tenant").

1.

In consideration of the mutual covenants and agreements of this Lease Agreement ("the lease"), and other good and valuable consideration, Landlord demises and leases to Tenant, and Tenant leases from Landlord, a portion of the premises commonly known as the original gym located on the Campus of Hickory Flat Elementary School as identified on the attached Exhibit "A". The term of this lease is Fifty (50) years, beginning on _____, and ending on _____, unless terminated sooner as provided in this lease.

2.

Tenant will pay Landlord one (\$1) dollar per year on or before January 1 of each year as fixed rent. Tenant will pay this fixed rent to Landlord at Landlord's office, located at 1205 Bluffs Parkway, Canton, GA or at such other location or locations that Landlord may from time to time designate by written notice to Tenant.

(a) In addition to the fixed rent specified in paragraph 2, Tenant will pay in full all real-property taxes if any, special assessments, and governmental charges of any kind imposed on the premises during the lease term, including any special assessments imposed on or against the premises for constructing or improving public works. This additional rent is payable directly to the entity imposing the tax, assessment, or charge at least ten (10) days before the date payment is due. Tenant will provide Landlord with a receipt or other evidence of payment for each tax, assessment, or charge paid as soon as a receipt or other evidence is available to Tenant. Tenant represents and warrants to Landlord that Tenant intends to use the premises for community and recreational purposes. Tenant's use of the property is restricted to those purposes specified in this section unless Tenant obtains Landlord's prior written consent to any change in use.

(b) Tenant may not use, or permit using, the premises in any manner that results in waste of premises or constitutes a nuisance or for any illegal purpose. Tenant, at its own expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the premises, including Hazardous Materials Laws.

(c) Tenant, at its sole cost, must comply with all Hazardous Materials Laws in connection with Tenant's use of the premises.

(d) "Hazardous Materials" means any substance, material, or waste that is or

becomes regulated by any local governmental agency, the State of Georgia, or the federal government, including, but not limited to, any material or substance that is (i) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, [33 U.S.C. § 1251](#), or listed pursuant to Section 307 of the Clean Water Act, [33 U.S.C. § 1317](#), (ii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, [42 U.S.C. § 9601](#), (iii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, [42 U.S.C. § 6901](#), (iv) petroleum, (v) asbestos, and (vi) polychlorinated biphenyls].

(e) "Hazardous Materials Laws" means any federal, state, or local statute, ordinance, order, rule, or regulation of any type relating to the storage, handling, use, or disposal of any Hazardous Materials, the contamination of the environment, or any removal of such contamination, including, without limitation, those statutes referred to in subsection (d).

(f) Tenant will, throughout the lease term and any extensions of it, at its own expense and risk, maintain the premises and all improvements on them in good order and condition, including but not limited to making all repairs and replacements necessary to keep the premises and improvements in that condition. All maintenance, repairs, and replacements required by this section must be performed promptly when required and so as not to cause depreciation in the value of the premises.

3.

If Tenant fails to perform its obligation to repair, replace, or maintain, as set forth in subsection (f) above, within a reasonable time after notice from Landlord of the need for the repair, replacement, or maintenance, Landlord may enter the premises and make the repairs or replacements, or perform the maintenance, or have the repairs or replacements made or maintenance performed, at its own expense. On Landlord's notice to Tenant of the performance and cost of any maintenance, repairs, or replacements under this section, Tenant must immediately reimburse Landlord for any reasonable costs incurred by Landlord under this section, together with interest on the sum at the highest legal rate from the date of the notice until the date paid by Tenant to Landlord.

4.

Tenant will pay all utility charges for water, electricity, heat, gas, and telephone service used in and about the premises during the lease term. Tenant will pay the charges directly to the utility company or municipality furnishing the service before the charges are delinquent. Tenant will pay for all garbage removal from the premises during the lease term

5.

Tenant's utilization of the building and adjacent parking lot will be limited to times during which school is not in session.

6.

Tenant may not make any alterations, additions, or improvements to the premises without Landlord's prior written consent. Landlord may not unreasonably withhold consent for nonstructural alterations, additions, or improvements.

7.

All alterations, additions, or improvements made by Tenant will become Landlord's property when this lease terminates. But Landlord may require that Tenant remove any alterations, additions, and improvements installed or made by Tenant, and any other property Tenant placed on the premises, when the lease terminates. If Landlord requires Tenant to remove the alterations, additions, or improvements, Tenant must repair any damage to the premises caused by the removal.

8.

If any alterations, additions, or improvements to the premises are mandated by legal requirements related to accessibility by persons with disabilities ("accessibility alterations"), Tenant is responsible for making them. This allocation of responsibility for compliance with such legal requirements is a material inducement for the parties to enter this lease.

9.

Tenant must, at its own expense during the lease term, keep all buildings and improvements on the premises insured against loss or damage by fire or theft, with extended coverage of 100 percent of the fair market value of the property to be insured. per year, to include direct loss by windstorm, hail, explosion, riot or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the total amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Landlord. The insurance policy or policies must name both Landlord and Tenant as insureds. The policies must provide that any proceeds for loss or damage to buildings or to improvements are payable solely to Landlord, who will use the sum for repair and restoration purposes. Tenant, at its own expense, must provide and maintain in force during the lease term, liability insurance in the amount of \$ 1,000,000.00. The policy must cover Landlord as well as Tenant, for any liability for property damage or personal injury arising from Tenant's occupying or Landlord's owning the premises. This

insurance is to be carried by one or more insurance companies authorized to transact business in Georgia and approved by Landlord.

Tenant must furnish Landlord with certificates of all insurance required by this article. If Tenant does not provide the certificates when Landlord delivers possession to Tenant, or if Tenant allows any insurance required under this article to lapse, Landlord may, at its option, take out and pay the premiums on the necessary insurance to comply with Tenant's obligations under this article. Landlord is entitled to reimbursement from Tenant for all amounts spent to procure and maintain the insurance, with interest at the rate of 18% percent annually from the date Tenant receives Landlord's notice of payment until reimbursement.

10.

Tenant may not sublet, assign, encumber, or otherwise transfer this lease, or any right or interest in it or in the premises or the improvements on them, without Landlord's written consent, provided however, Tenant may sublet all or a portion of the leasehold to other governmental entities located within Cherokee County.

(a) All notices required under this lease must be given by certified or registered mail, addressed to the proper party, at the following addresses:

Landlord: Cherokee County School District
Dr. Brian V. Hightower, Superintendent of Schools
[brian.hightower@cherokee.k12.ga.us]
1205 Bluffs Parkway
Canton, GA 30114

Tenant: _____

(b) Either party may change the address to which notices are to be sent by sending written notice of the new address to the other party in accordance with of this section.

11.

This agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

12.

Neither Landlord nor Tenant is required to perform any term or covenant in this lease so long as performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental

authority, civil riot, floods, hurricanes, and any other cause not reasonably within Landlord's or Tenant's control and that Landlord or Tenant cannot, by exercising due diligence, prevent or overcome, in whole or part.

The Undersigned executed this Lease Agreement on the ___ day of _____, 2018.

(Signatures begin on the following page)

Cherokee County School System
Landlord

By: _____

Attest: _____

Cherokee County
Tenant

By: _____

Attest: _____

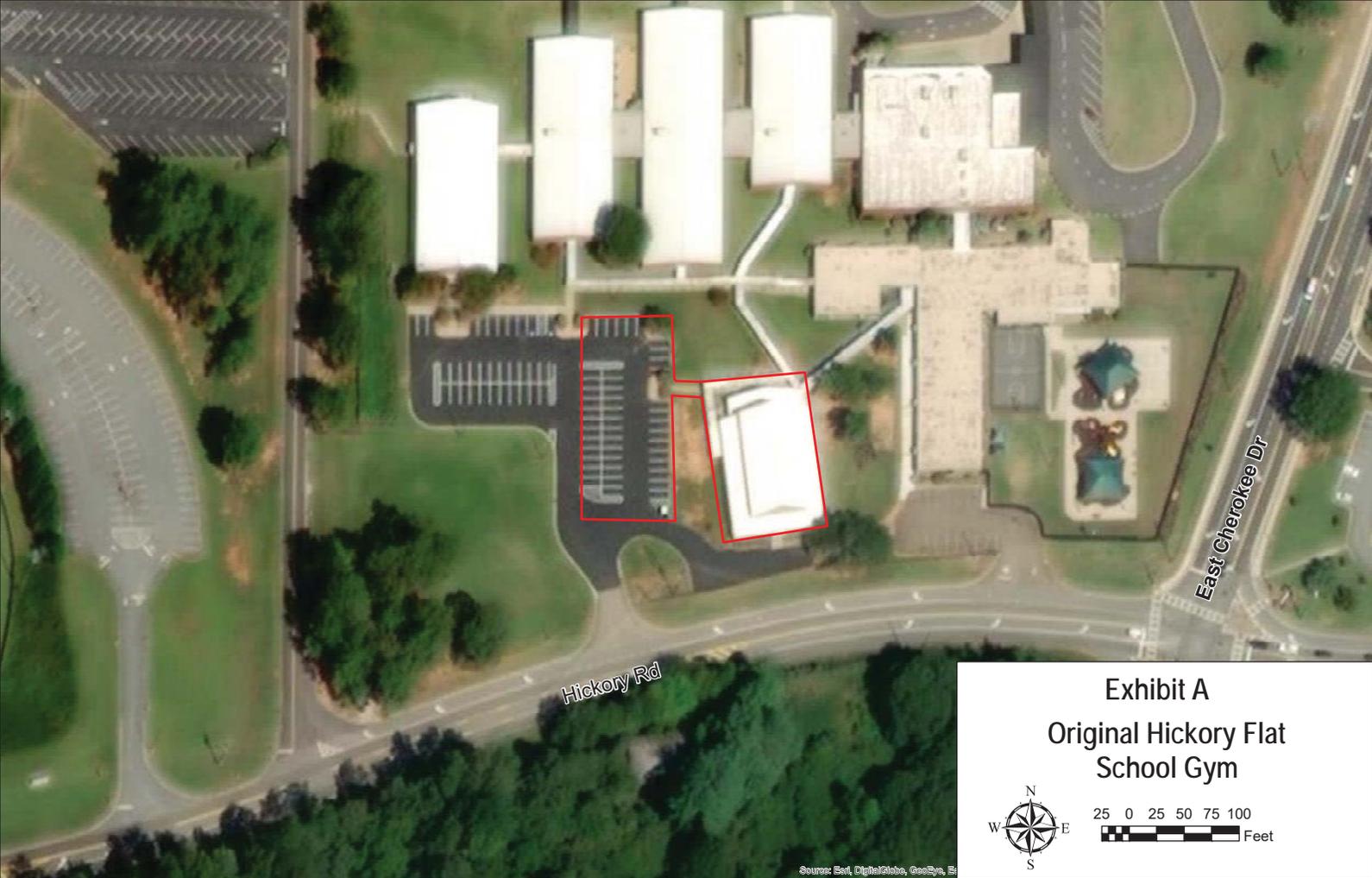


Exhibit A
Original Hickory Flat
School Gym



25 0 25 50 75 100
Feet

Source: Esri, DigitalGlobe, GeoEye, B