

RESOLUTION 23-218

A RESOLUTION TO AUTHORIZE A LEASE MODIFICATION AND EXTENSION AGREEMENT FOR THE POLICE DEPARTMENT HEADQUARTERS

WHEREAS, the Spring Hill Police Department currently leases a building for the Police Head Quarters located at 3636-A Royal Park Blvd. from the Owner, Mr. Fred Gillham, Jr.; and

WHEREAS, the current lease expires December 30, 2023, and the Police Department requests a lease extension agreement with the owner; and

WHEREAS, the Owner has agreed to enter into a Lease Modification and Extension Agreement attached hereto for an additional 16 months, with an option to extend the lease, if needed, for up to 6 months; and

WHEREAS, the monthly lease payment will change from \$5,000.00 per month to \$5,500.00 per month with all other items of the Original Lease reaffirmed.

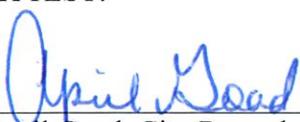
NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Alderman:

1. Approves the Lease Modification and Extension Agreement attached hereto to extend the current lease for an additional sixteen (16) months beginning January 1, 2024 and going through April 30, 2025 with a lease payment of \$5,500.00 per month with the option to extend further as needed under the same lease terms, not to exceed 6 additional months.
2. Authorize the Mayor to execute the Lease Modification and Extension Agreement attached hereto as approved by the Board of Mayor and Aldermen.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 6th day of November, 2023.


Jim Hugaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney

LEASE MODIFICATION AND EXTENSION AGREEMENT

This Lease modification and Extension Agreement (the "Agreement") dated November 6th, 2023, is made by and between the City of Spring Hill, Tennessee (the "City" or alternatively "Lessee") and Fred H. Gillham, Sr. (the "Lessor").

WITNESSETH:

WHEREAS, the City first leased a portion of a building owned by the Lessor located at 3636-A Royal Park Boulevard in Spring Hill, Tennessee for use by the City's Police Department for office and clerical space pursuant to a Lease dated February 1, 2012, and attached hereto as Exhibit A (the "Original Lease"), which was extended for four consecutive two-year periods beginning on February 1, 2015 and ending January 31, 2017, and beginning February 1, 2017 and ending January 31, 2019, and beginning February 1, 2019 and ending December 31, 2020, most recently beginning January 1, 2021 and ending December 30th 2023, respectively; and

WHEREAS, it is the intention of the Lessor to grant the City an additional option to extend the Original Lease.

NOW, THEREFORE, in consideration of the premises and recitals hereinabove set forth, which are incorporated herein by reference, other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the mutual covenants contained herein, the Parties hereto agree as follows:

1. The parties agree to extend the existing Original Lease, already extended for four consecutive two-year periods, for an additional sixteen-month period beginning January 1, 2024, and ending April 30th, 2025. The rental rate for the extension of the Original Lease is \$5,500 per month.
2. In the event the Lessee needs to extend the lease period beyond the sixteen-month period, the City shall provide ninety (90) days' written notice to Lessor indicating the number of additional months desired and the rental rate for each such month shall be \$5,500 per month, not to exceed six (6) additional months.
3. All other terms of the Original Lease, as subsequently amended, not modified herein are expressly reaffirmed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names as of the day first written above.

LESSOR

FRED H. GILLHAM, SR.

DATE

LESSEE

Mayor Jim Hagaman
CITY OF SPRING HILL, TENNESSEE

DATE