

RESOLUTION 12-10

**A RESOLUTION TO AUTHORIZE THE LEASE OF OFFICE SPACE FOR
THE SPRING HILL POLICE DEPARTMENT**

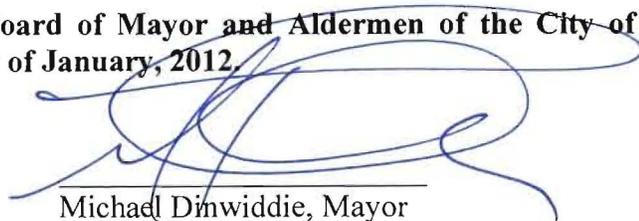
WHEREAS, the Spring Hill Police Department is in need of additional office space; and

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen is considering a Needs Assessment for direction on a permanent solution to the problem of lack of space; and

WHEREAS, the City of Spring Hill has the option to lease property owned by Ryder, located at Royal Park as a short term solution; and

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen authorize the lease of a portion of the Ryder property and facilities for a cost of \$1,000.00 per month until June 30, 2012; and an amount not to exceed \$4,000.00 per month for three years with the option to renew lease for an additional two years, as recommended by Staff and the Budget Finance Advisory Committee on January 9, 2012.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 17th day of January, 2012.



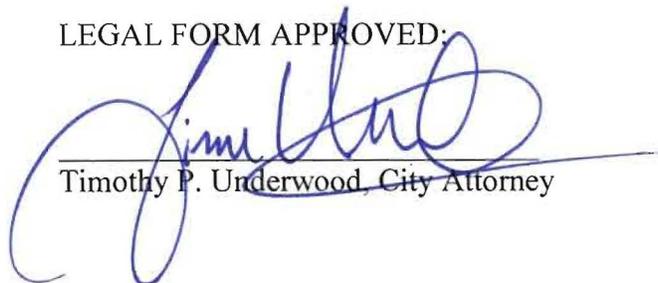
Michael Dinwiddie, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Timothy P. Underwood, City Attorney

LEASE AGREEMENT

This lease is made between FRED H. GILLHAM, SR. herein called Lessor, and CITY OF SPRING HILL, TN, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises, at 3636 ROYAL PARK BLVD, situated in the City of Springhill, County of Maury, and State of Tennessee.

1. **Term and Rent.** Lessor demises the above premises for a term of Thirty six months, commencing on February 1st 2012, and ending January 31st 2015 with an option to renew for two years. To include +/- 2 acres and 7769 square ft. building at a Rental rate of one thousand dollars (\$1,000.00) per month till the end of June 2012. After which rent shall be four thousand dollars (\$4,000.00) each month due in advance on the first day of each month for that month's rental during the term of this lease. All lease payments shall be made to Lessor, at 401 Rutherford Lane, Columbia, Tennessee 38401

2. **Use.** Lessee shall use and occupy the premise's for the purpose of office and clerical use only. Lessor represents that the premises may lawfully be used for such purposes. The premises shall be used for no other purpose without consent of Lessor which consent shall not be unreasonably withheld or delayed.

4. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, except the roof, exterior walls, structural foundation, major plumbing and electrical wiring, and any other system or equipment upon the premises installed prior to move in as these items shall be Lessor's responsibility at Lessor's cost.

5. **Alterations.** Lessee shall not, without first obtaining the consent of Lessor, make any alterations, additions in, to or about the premises. Alterations become property of Lessor. Lessor's consent shall not be unreasonably withheld or delayed.

6. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. Lessee will have local Fire Officials determine the required Fire protection (Fire Extinguisher) requirements. Lessee will maintain these requirements at all times. Lessor warrants and represents that up to and as of the date Lessee takes possession of the premises, Lessor has complied with all relevant statutes, ordinances and requirements of all municipal, state and federal authorities relating to the building and to the premises. Lessor shall be responsible for required changes or upgrades to the premises or the building except any due solely to the business activities of Lessee.
7. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease. However, prior consent of the Lessor shall not be required in the event Lessee assigns the lease or sublets any portion of the premises to any of Lessee's affiliated corporations.
8. **Utilities and Taxes.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity and telephone services. Tenant shall also pay a pro-rated portion of all county and city property taxes assessed against the premise.
9. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purposes of inspecting the same, and will permit Lessor at any time within sixty (90) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
10. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claim for damages, no matter how caused except to the extent caused by or resulting from the negligence or willful misconduct of Lessor, Lessee will protect, defend, indemnify and hold harmless Lessor and its Indemnified Parties from and against any and all claims, demands, suits, judgments, costs and expenses

(including, without limitation, reasonable court costs and attorneys' fees) which accrue or may accrue against the Lessor because of injury to or death of any person or persons (including, without limitation, employees of Lessor or Lessee or any of their agents or contractors) or because of loss or damage to property caused by the negligence or willful misconduct of lessee or any of its employees, agents or contractors, and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease.

11. **Insurance.** Lessee shall maintain Property insurance. Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured as its interests may appear for liability. Provide evidence of property insurance in an amount not less than Five hundred fifty thousand dollars (\$550,000). The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies, which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation, which might otherwise exist.
12. Lessor and Lessee shall have no liability to one another, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to their respective Property, regardless of whether such loss or damage is caused by the negligence of Lessor or Lessee, arising out of any of the perils or casualties insured against the property insurance policies carried, or required to be carried, by the parties pursuant to this Lease.
13. **Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, Lessor shall forthwith repair the same, provided that such repairs can be made within thirty (30) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which making the repairs cannot be made within existing thirty (30) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within thirty (30) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement cost, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

14. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within five (5) days in the case of any rent payment owed, or within thirty (30) days for all other events of default after the giving of such notice or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this lease on not less than thirty (30) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.
15. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within ten (10) days of the commencement of the term hereof.
16. **Eminent Domain.** If the premises or any other part of the building affecting Lessee's use of the premises shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, any additional rent, shall be apportioned as of the termination date; any rent paid for and period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.
17. **Attorney's Fees.** In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.
18. **Notice:** Any notices required to be sent hereunder shall be hand delivered or sent by certified mail to the following addresses:

LANDLORD: FRED H. GILLHAM SR.
401 Rutherford Lane
Columbia, Tennessee 38401

TENANT:

19. **Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, successors in interest to the parties.
20. Option to renew to be negotiated no later than 90 days prior to the expiration of this lease.
21. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property
22. **Entire agreement.** The foregoing constitutes the entire agreement between parties and may be modified only in a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof: Exhibit A, "Provisions to Be Included in Landlord's Lease Form for Lease of Existing Building."

Signed this day of _____, 2012.

Lessor: _____
FRED H. GILLHAM, SR.

Lessee: _____
CITY OF SPRING HILL

 Print |  Email |  Save |  Copy



Map for Parcel Address: 3701 Royal Park Blvd Spring Hill, TN 37174-2789, Parcel ID: 028 010.01

COPYRIGHT © 2012 COURTHOUSE RETRIEVAL SYSTEM. ALL RIGHTS RESERVED.
Information Deemed Reliable But Not Guaranteed.
Contact Realtracs at 615-385-0777 for Help.

Zimbra

agoad@springhilltn.org

RE: Lease Agreement for the Police Dept.

From : Tim Underwood <Tunderwood@pulaskilaw.com> Fri, Jan 13, 2012 10:50 AM
Subject : RE: Lease Agreement for the Police Dept.
To : April Goad <agoad@springhilltn.org>
Cc : Victor Lay <vlay@springhilltn.org>, Jim Smith <jimsmith@springhilltn.org>, Don Brite <dbrite@springhilltn.org>

Here are my thoughts on the lease. First it would be my preference that I prepare the lease but I am not sure the landlord would agree to that. If we have to use this lease here are my concerns.

Paragraph 2: Is this limitation of use consistent with what the City intends to do with the property. It is only for office and clerical use - does not mention anything about conducting criminal investigation or interviewing the criminally accused.

Paragraph 3: There is no paragraph 3 and it seems something was deleted - I would be curious as to what that is.

Paragraph 4: The City needs to be aware of what it is taking responsibility of, I would certainly have those mechanical devices inspected before I signed this lease. Some of the things like the "plumbing and heating installations" might be able to be negotiated away and I would certainly recommend doing that. The phrase "an any other system or equipment upon the premises" is extremely vague so the City needs to know what exactly it is taking on as a potential liability. Again these items might very well be negotiated away. Finally, it appears the phrase "electrical wiring" is mentioned twice in the responsibility of both the Lessee and Lessor.

Paragraph 8: First of all what amount of taxes are being pro-rated. There is no calculation as to how that would work. It would be my position that the City does not owe tax to itself nor does it owe a tax to the County. So that is something that should be the responsibility of the Landlord.

Paragraph 10 and 11: It would be my position to delete both of these paragraphs. First, the indemnification language may very well exceed the Government Tort Liability Act so the City could be making itself liable beyond which the law requires. So at the very least that needs to be limited to the amounts under the GTLA. It would be my opinion to delete it out entirely. We have tried to add an additional insured party with TML in the past and it has

been very difficult to accomplish. Also this amount would also exceed the GTLA amount. I would explain that there are limits to what the City can do - but show them the policy we have and convince the Landlord this is sufficient.

Paragraph 12: The City just needs to understand this paragraph. If the property inside the premises is destroyed because of the negligence of Landlord there is no responsibility to the City. Even if we have insurance our carrier could not turn around and sue the Landlord to recoup the money it paid to the City. If we contract away our subrogation rights I am not sure who that affects our policy. I would recommend discussing this with TML. If TML cannot recover then they may deny our policy claim.

Paragraph 22: I did not see an Exhibit A - so we need to make sure it is reviewed or not part of the contract.

I would also add a separate clause that indicates if the Lessor conveys, transfers or sells the property the terms of the lease shall survive the closing and the conveyance is subject to this lease.

Let me know if you have any questions or need help discussing this with the Landlord.

Thanks.

Timothy P. Underwood

-----Original Message-----

From: April Goad [mailto:agoad@springhilltn.org]
Sent: Wednesday, January 11, 2012 12:00 PM
To: Tim Underwood
Cc: Victor Lay; Jim Smith; Don Brite
Subject: Lease Agreement for the Police Dept.

Hi Tim:

The Lease Agreement for the Police Department at the Ryder Building is attached. Please look it over and send an email letter with any recommendations you have. I'd like to have it in the packet by Friday morning.

Thanks,

April Goad, CMC, CMFO
City Recorder

Zimbra**agoad@springhilltn.org**

Fwd: Lease Agreement for the Police Dept.

From : Missy Stahl <mstahl@springhilltn.org>

Tue, Jan 17, 2012 09:31 AM

Subject : Fwd: Lease Agreement for the Police Dept.**To :** Jim Smith <jimsmith@springhilltn.org>, April Goad <agoad@springhilltn.org>

See Anthony's response from TML....

----- Forwarded Message -----

From: "Anthony Roman" <ARoman@thepool-tn.org>

To: "Missy Stahl" <mstahl@springhilltn.org>

Sent: Tuesday, January 17, 2012 9:23:19 AM

Subject: RE: Lease Agreement for the Police Dept.

Correct, the city cannot hold a third party harmless, waive rights of subrogation or assume the liability of a 3rd party. This is according the Attorney General Opinion 93-01 which says that this would be an unauthorized waiver of the State's sovereign immunity. This would affect paragraphs 10, 11 and 12.

I also would recommend that the city be named additional insured on the Lessor's Liability Policy.

Anthony Roman
Underwriter
The Pool
1-800-624-9698

-----Original Message-----

From: Missy Stahl [mailto:mstahl@springhilltn.org]

Sent: Friday, January 13, 2012 12:31 PM

To: Anthony Roman

Subject: Fwd: Lease Agreement for the Police Dept.

Our Police dept is going to be renting a portion of a building to move some of the dept to. Attached is the lease agreement that was prepared by the building owner and in turn, sent to our attorney for review.

Please see below his response to a particular item regarding insurance and let me know if you can help with this and/or your opinion on it.

Response from Tim Underwood:

Paragraph 12: The City just needs to understand this paragraph. If the property inside the premises is destroyed because of the negligence of Landlord there is no responsibility to the City. Even if we have insurance our carrier could not turn around and sue the Landlord to recoup the money it paid to the City. If we contract away our subrogation rights I am not sure who that affects our policy. I would recommend discussing this with TML. If TML cannot recover then they may deny our policy claim.

Thanks, Missy

--

Missy Stahl
Finance Department
City of Spring Hill
199 Town Center Parkway
P.O. Box 789
Spring Hill, TN 37174
615/248-6307 ext 202
931/486-2252 ext 202
931/486-0516 fax



DON BRITE
Chief of Police

JASON FOGLE
Assistant Chief of Police

October 6th, 2011

To: Board of Mayor and Alderman

From: Don Brite, Chief of Police

Re: Police Facilities

BOMA,

Over the past twenty years, Spring Hill has experienced significant growth in population, geographic area, and private and public infrastructure, yet our police department has remained congested and outdated. The current police facility is located in the bottom floor of City Hall .

Over the years the calls for service for the police department has increased substantially. In order to meet the public safety needs of our community now and in the future, our police facility needs to be expanded and upgraded. The new facility will be designed to serve the police department for the next twenty plus years based on current growth projections.

Sincerely,

Don Brite

199 Town Center Parkway, P O Box 789, Spring Hill, Tennessee 37174

Office: 931-486-2252

Fax: 931-486-3433

Dispatch Services : 931-486-3270