
**CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA MEMORANDUM**

SUBJECT: Approval of Amendment to previously approved lease agreement with the City of Woodbine for Fire Station 11.

DEPARTMENT: Public Safety

AUTHORIZED BY: Steve Howard – 510-0464 **CONTACT:** Dennis Gailey – 576-3911

MOTIONS/RECOMMENDATIONS:

Approve the amendment to previously approved lease agreement with the City of Woodbine for Fire Station 11.

Deny the amendment to previously approved lease agreement with the City of Woodbine for Fire Station 11.

Table this item.

BACKGROUND:

At the February 17, 2009 Board of County Commissioners meeting the Board approved a new lease agreement with the City of Woodbine to continue the rental of the Donald Mitchell Public Safety Building (*Fire Station 11*) under the same monetary terms as the prior lease agreement. Since then minor modifications were made to simplify renewal of future leases and also, the City of Woodbine is proposing a 10% increase from the previous amount of \$1,250.00 (*totaling an additional \$125.00 monthly*). As proposed the total monthly lease will be \$1375.00.

STAFF RECOMMENDATIONS:

Continue lease agreement to enable fire rescue personnel and equipment to be housed in the City of Woodbine. Lease agreement terms should be agreed on by the Board of Commissioners.

ATTACHMENTS:

1. Copy of previous lease agreement.
2. Copy of proposed lease agreement.

ATTACHMENT:

Previously Approved
Agreement on
February 17, 2009

BUSINESS PROPERTY LEASE

THIS LEASE, made this ____ day of _____, 2009 by and between CITY OF WOODBINE, of the first party, hereinafter called "Landlord", and renter CAMDEN COUNTY BOARD OF COMMISSIONERS, of the second party, hereinafter called "Tenant".

WITNESSETH

1. **Premises.** The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following property (hereinafter called "premises") to-wit:

**Donald L. Mitchell Public Safety Building
607 Bedell Avenue
Woodbine, Camden County, Georgia**

No easement for light or air is included in the premises.

2. **Term.** To have and to hold the same for a term starting January 1st of each year and ending on December 31st of each year with automatic renewal for a period of 5 years, unless sooner terminated as follows. Either party may terminate this Agreement upon ninety (90) days written notice to the other party.
3. **Rental.** Tenant agrees to pay Landlord a fee of One Thousand Two Hundred Fifty Dollars (\$1,250.00) to be paid in monthly installments of One Thousand Two Hundred Fifty Dollars (\$1,250.00) due and payable on the first (1st) day of each month.
4. **Use of Premises.** Premises shall be used for Fire Station and EMS Facility. Premises shall not be used for any illegal purposes nor in any manner to create any nuisance or trespass; nor in any manner that will nullify the insurance or increase the rate of insurance on premises.
5. **Abandonment of Leased Premises.** Tenant agrees not to abandon or vacate leased premises during the period of this lease. and agrees to use said premises for the purpose herein leased until the expiration thereof.
6. **Repairs by Landlord.** Landlord agrees to keep and maintain, in good order and repair, the roof, foundations and exterior walls of premises, exclusive of all glass, and exclusive of all exterior doors and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence of the Tenant, its agents, employees or invites. The Tenant shall, throughout the initial term of this lease and all renewals thereof, at its expense, maintain in good order and repair the leased premises. Tenant shall promptly

report in writing to Landlord any defective conditions known to it which Landlord is required to repair.

Tenant accepts the leased premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this lease and all renewals thereof, maintain in good order the leased premises, including the building and other improvements thereon. Tenant agrees to return said premises to Landlord at the expiration, or prior termination, of this lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire or lightning, earthquake or other casualty alone excepted.

7. **Assignment and Subletting.** Tenant may not sublease or assign any interest in the leased premises to others without the prior written consent of Landlord. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of the Landlord. Assignee of Tenant at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relive Tenant of any liability hereunder.
8. **Removal of Fixtures.** Tenant may (if not default hereunder), prior to the expiration of this lease, or any extension thereof, remove all fixtures and equipment which he has placed in premises, provided Tenant repairs all damage to premises caused by such removal.
9. **No Estate in Land.** This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.
10. **Service of Notice.** Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices thereunder, and all notices required under this lease, the person in charge of leased premises at the time, or occupying said premises; and if no person is in charge of, or occupying said premises, then such service or notice may be made by attaching the same on the main entrance to said premise. A copy of all notices under this lease shall also be sent to Tenant's last known address, if different from said premise.
11. **Time of Essence.** Time is of the essence of this agreement.

This lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

Mayor, City of Woodbine

Witness

(SEAL)

Chair, Camden County Board of County
Commissioners

Witness

(SEAL)

Attachment:

Proposed Agreement
by City of Woodbine
reflecting 10%
increase of \$125.00

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***ADD AUTO RENEW CLAUSE HERE**

3. **Rental.** Tenant agrees to pay Landlord a fee of One Thousand Three Hundred Seventy-Five Dollars (\$1,375.00) to be paid in monthly installments of One Thousand Three Hundred Seventy-Five Dollars (\$1,375.00) due and payable on the first (1st) day of each month.
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