



City of Holly Springs

Date: Monday, October 16, 2023

Location: 3235 Holly Springs Pkwy

**Parks & Recreation Authority Special Called Meeting
Agenda**
Immediately Following the City Council Business Meeting, Council Chambers

- I. CALL TO ORDER
- II. NEW BUSINESS
 - A. Discuss and approve/deny lease agreement between Holly Springs Parks and Recreation Authority and Friends of Holly Springs, Inc. for the property located at 150 Stringer Rd
 - B. Discuss and approve/deny electrical repairs to the Albert Cagle house
 - C. Approve/deny the October 2, 2023 Parks & Recreation Authority Minutes
- III. ADJOURNMENT

LEASE AGREEMENT

This Lease Agreement entered into this ____ day of _____, 2023 by and between HOLLY SPRINGS PARKS AND RECREATION AUTHORITY ("Landlord") and FRIENDS OF HOLLY SPRINGS, INC. ("Tenant").

In consideration of the mutual covenants and agreements of this lease, and other good and valuable consideration, Landlord leases to Tenant the property described as follows (the "Premises"):

The house at 150 Stringer Rd., Canton, GA 30115. The Premises shall include the area between the house and the driveway and the property to the rear of the house, including the shed.

The premises are referred to as "the premises" or "the leased premises."

1. TERM OF LEASE

(a) Initial Term. The term of this lease shall be for fifty (50) years beginning the date set forth above, unless terminated sooner as provided in this lease.

(b) Holding Over. If Tenant holds over and continues in possession of the premises after the lease term expires, Tenant will be considered to be occupying the premises on a month-to-month tenancy, subject to all of the terms of this lease. The annual rent shall be prorated for monthly amounts due the first day of each month if the Tenant holds over.

(c) Early Termination by Tenant. Tenant shall have the right to terminate this lease upon 6 months written notice.

(d) Early Termination by Landlord. Beginning on January 1, 2029 and continuing for the remainder of the lease term, Landlord shall have the right to terminate this lease upon 24 months written notice if the premises are needed for other public purposes of the Landlord or the City of Holly Springs.

2. RENT; TENANT BOARD OF DIRECTORS

There shall be no rent paid. Tenant agrees that Landlord shall name up to two persons to represent Landlord on the Tenant's Board of Directors.

3. USE OF PREMISES

(a) Acceptance of Property “As-Is”. Tenant accepts the Premises “As-Is” and Landlord makes no warranty as to the condition of the Premises and is under no obligation to make any improvements to the Premises. The parties acknowledge that the house needs certain repairs to comply with building codes and will agree to a plan to make those repairs.

(b) Tenant’s Warranty Regarding Use. Tenant represents and warrants to Landlord that Tenant intends to use the Premises for charitable, religious, educational, and scientific purposes under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code (hereinafter known as “Tenant’s 501(c)(3) Charter”), specifically, for scouting activities by local troops and packs approved by Tenant. Tenant's use of the property is restricted to scouting activities unless Tenant obtains Landlord's prior written consent to another use, which consent shall not be unreasonably withheld. Tenant shall have the right to makes such alterations, additions, and improvements to the property as deemed in the best interests of the fulfillment of Tenant’s 501(c)(3) Charter for scouting purposes and to facilitate use of the Premises, subject to Landlord’s consent.

(c) Compliance With Laws. 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.

4. REPAIRS AND MAINTENANCE

Repairs and Maintenance. The Landlord and Tenant acknowledge that certain repairs are necessary for the use of the house. The parties will agree on a plan to repair the property to comply with all building codes. Otherwise, Tenant will be responsible for all repairs and maintenance of the Premises.

5. UTILITIES AND GARBAGE REMOVAL

(a) Utility Charges. 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.

(b) Garbage Removal. Tenant will pay for all garbage removal from the Premises during the lease term.

6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

(a) Consent of Landlord. Tenant may not make any alterations or add any improvements to the Premises without Landlord's prior written consent, which shall not be unreasonably withheld if alterations and/or improvements fulfill the purposes of the Tenant's 501(c)(3) Charter and scouting activities.

(b) Property of Landlord. 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.

(c) Alterations Required by Accessibility Laws. 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.

7. SIGNS

Tenant may erect signs on any portion of the Premises, including but not limited to the exterior walls, subject to applicable laws, ordinances, and regulations. Tenant must remove all signs when this lease terminates and repair any damage resulting from erecting or removing the signs.

8. MECHANIC'S LIENS

Tenant will not permit any mechanic's lien or liens to be placed upon the Premises or improvements on the Premises. Tenant will promptly pay any mechanic's lien that is filed on the Premises or on improvements located on the Premises. If default in payment of the lien continues for 20 days after Landlord's written notice to Tenant, Landlord may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Landlord pays to remove a mechanic's lien caused by Tenant to be filed against the Premises or improvements on them, including expenses and interest, are due from Tenant to Landlord and must be repaid to Landlord immediately on rendition of notice, together with interest at twelve percent annually until repaid.

9. INSURANCE AND INDEMNITY

(a) Liability Insurance. Tenant, at its own expense, must provide and maintain in force during the lease term, liability insurance in the amount of \$1,000,000 per incident or occurrence. The policy must cover Landlord as well as Tenant, for any liability for property damage or personal injury arising from Tenant's occupying or using, or Landlord's owning, the Premises. This insurance is to be carried by one or more insurance companies authorized to transact business in Georgia.

(b) Remedy for Failure to Provide Insurance. Tenant must furnish Landlord with certificates of all insurance required by this article. If Tenant does not provide the certificates within 30 days after request by Landlord, 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 six percent annually from the date Tenant receives Landlord's notice of payment until reimbursement.

(c) Tenant's General Indemnity. Tenant shall indemnify and hold Landlord harmless against any claims, demands, damages, costs, and expenses, including reasonable attorney's fees for defending claims and demands, arising from the conduct or management of Tenant's use of the Premises; from any breach by Tenant of any conditions of this lease; or from any act or negligence of Tenant, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the Premises. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, will defend the action or proceeding by counsel acceptable to Landlord. This section survives the expiration or earlier termination of this lease.

(d) Pre-Existing Hazardous Materials and Landlord's General Indemnity. Tenant shall be under no obligation to investigate or remediate any Hazardous Material located in, on, under or about the Premises as of the Lease commencement date (hereinafter referred to as "Existing Hazardous Materials") or any Hazardous Materials which have migrated onto the Premises from off-site or which are brought onto the Premises by Landlord. Additionally, to the extent permitted by law, Landlord agrees that it shall indemnify, defend and hold Tenant harmless from any cost and all claims of liability asserted against Tenant by a third-party, including any agency or instrumentality of the federal, state or local government for cleanup activities to the extent required by applicable law (remedial or removal), or governmental fines or penalties, relating to the Existing Hazardous Materials and those Hazardous Materials which are brought onto the Premises by Landlord. For purposes of this paragraph "Hazardous Materials" means any hazardous or toxic wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any environmental laws or which pose or threaten to pose a hazard to the health and safety of persons on the Premises.

10. DEFAULT

(a) Tenant's Default.

(i) If there is no activity on the Premises for a period of six months and Tenant has not resumed activity within thirty (30) days after written notice from Landlord, Tenant will be deemed to have abandoned its use of the Premises and will be in default of this lease. In that event, Landlord may, at its option, without notice to Tenant, terminate this lease, or, in the alternative, Landlord may reenter and take possession of the Premises and remove all persons and property without being considered guilty of any manner of trespass. "Activity" is defined as any use of the Premises fulfilling the Tenant's 501(c)(3) Charter for scouting purposes or for any other use approved by Landlord.

(ii) In the event that Tenant is using the premises, or has permitted use of the premises, in a way that would be contrary to the values espoused in scouting and has not ceased such use within thirty (30) days after written notice from Landlord, Tenant will be in default of this lease. In that event, Landlord may, at its option, without notice to Tenant, terminate this lease, or, in the alternative, Landlord may reenter and take possession of the Premises and remove all persons and property without being considered guilty of any manner of trespass.

(b) Cumulative Remedies. All of Landlord's rights and remedies under this Section are cumulative, and none will exclude any other right or remedy provided by law or any other provision of this lease. All the rights and remedies may be exercised and enforced concurrently and whenever occasion for their exercise arises.

(c) Waiver of Breach. Any waiver by Landlord of a breach of this lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach.

11. INSPECTION BY LANDLORD

Tenant will permit Landlord and its agents, representatives, and employees to enter the Premises at all reasonable times for the purpose of inspection or any other purpose necessary to protect Landlord's interest in the Premises or to perform Landlord's duties under this lease.

12. ASSIGNMENT AND SUBLEASE

(a) 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. If Tenant sublets, assigns, encumbers, or otherwise transfers its rights or interests in this lease or in the Premises or the improvements on them without Landlord's written consent, Landlord may, at its option, declare this lease terminated. If Landlord consents in writing to an assignment, sublease, or other transfer of all or any of Tenant's rights under this lease, the assignee or subtenant must assume all of Tenant's obligations under this lease, and Tenant will remain liable for every obligation under the lease. Landlord may not arbitrarily or unreasonably withhold consent under this section.

13. MISCELLANEOUS

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

Landlord: Holly Springs Parks and Recreation Authority
Attn: City Manager
P.O. Box 990
Holly Springs, GA 30142

Tenant: Friends of Holly Springs, Inc.
William Stannard
232 Amaranth Ct.
Ball Ground, GA 30107

Alternatively, notice to the Tenant may be mailed to the registered office of the corporation as shown by the Georgia Secretary of State's office.

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 this section.

(b) Parties Bound. This agreement binds and inures to the benefit of the parties to the lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this agreement permits.

(c) Choice of Law. This agreement is to be construed under Georgia law, and all obligations of the parties created by this lease are performable in Cherokee County, Georgia.

(d) Legal Construction. If one or more of the provisions contained in this agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

(e) Prior Agreements Superseded. 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.

(f) Amendment. No amendment, modification, or alteration of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

(g) Rights and Remedies Cumulative. The rights and remedies provided by this lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

(h) Force Majeure. 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 Landlord and Tenant execute this agreement on the ____ day of _____, 2023.

LANDLORD

TENANT

By: Chairperson

By: Its President

Attest: Secretary

Attest: Secretary

**City of Holly Springs
Parks and Recreation Authority Special Called Meeting Minutes
October 2, 2023**

Authority Members Present: Chairman Kyle Whitaker, Michael Roy Zenchuk II, Kevin Moore, Jeff Wilbur, and Co-Chair Dee Phillips.

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk/Human Resources Director Karen Norred, Assistant City Clerk/Records Manager Lou Stewart, Finance Director Denise Lamazares, Community Development Director Nancy Moon, Chief Tommy Keheley, Captain Casey Barton and Information Technology Manager/Facilities Manager Ron Carter.

I. Call to Order

Chairman Kyle Whitaker called the meeting to order.

II. New Business

A. Authority Member Zenchuk made a motion to table the lease agreement between Holly Springs Parks and Recreation Authority and Friends of Holly Springs, Inc. for the property located at 150 Stringer Rd. Co-Chair Phillips seconded the motion. Motion carried 5-0.

B. Co-Chair Phillips made a motion to approve the May 15, 2023 Parks & Recreation Authority Minutes. Authority Member Moore seconded the motion. Motion carried 5-0.

III. Adjournment

Authority Member Moore made a motion to adjourn. Co-Chair Phillips seconded the motion. Motion carried 5-0.

Meeting adjourned.

Respectfully Submitted.

Kyle Whitaker, Chairman

Attest:

Karen Norred, City Clerk
(Seal)