

**Upson County Board of Commissioners  
July 26, 2016 Meeting Minutes**

Call to Order

Chairman Blackston calls the meeting to order at 6:00 PM. All Commissioners were in attendance expect Commissioner Spraggins. County Attorney Heath English was also in attendance. The Invocation and Pledge of Allegiance was led by Commissioner Hudson.

Minutes

A motion was made by Comm. Wilder, with a second from Comm. Ellington, to adopt the minutes from July 6, 2016 Mid-Year budget work session meeting with the necessary changes and the July 12, 2016 regular meeting. The motion carries.

Commissioner Wilder – Yes Commissioner Ellington – Yes  
Chairman Blackston – Abstain Commissioner Hudson – Yes  
Commissioner Spraggins – Not in attendance

A motion was made by Ellington, with a second from Comm. Wilder to amend the agenda to remove discussion of the Highway 19 sewer lines. The motion carries.

Commissioner Wilder – Yes Commissioner Ellington – Yes  
Chairman Blackston – Yes Commissioner Hudson – Yes  
Commissioner Spraggins – Not in attendance

Public Comments

No public comments.

New Business

- a. A motion was made by Ellington, with a second from Comm. Wilder to approve the Three Rivers Regional Transportaion contract. The motion carries.

Commissioner Wilder – Yes Commissioner Ellington – Yes  
Chairman Blackston – Yes Commissioner Hudson – Yes  
Commissioner Spraggins – Not in attendance

b.

**STATE OF GEORGIA  
COUNTY OF FULTON**

**Lease # 6391**

**RENTAL AGREEMENT  
BETWEEN THE  
UPSON COUNTY BOARD OF COMMISSIONERS  
AND  
STATE PROPERTIES COMMISSION**

This **RENTAL AGREEMENT** (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **UPSON COUNTY BOARD OF COMMISSIONERS** (hereinafter "Landlord"), whose address is P.O. Box 469, Thomaston, Georgia 30286-0469, the **STATE PROPERTIES COMMISSION** (hereinafter "Tenant"), whose address is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, on behalf of the **DEPARTMENT OF PUBLIC SAFETY** ("Occupying Agency"), whose address is 959 E. Confederate Avenue, SW, Atlanta, Georgia 30316. Said Landlord, Tenant, and Occupying Agency are collectively referred to as the "Parties."

**1. PREMISES**

Landlord hereby rents to Tenant, and Tenant hereby takes and rents from the Landlord, on behalf of the Occupying Agency, **9,300** square feet of office space located at **281 Knight Trail, Thomaston, Georgia 30286-3935** (hereinafter the "Premises"). Said Premises are more clearly identified on that drawing attached hereto as Exhibit A and incorporated herein by reference.

**2. RENT/UTILITIES**

In consideration for providing the Premises, Tenant shall cause the Occupying Agency to pay **\$1.00 per year** to Landlord for occupying the Premises. Tenant shall cause Occupying Agency to be responsible for all telecommunication services, utilities, including water, electricity, gas, light, heat and power, and janitorial and Landlord shall be responsible for all other expenses for said Premises.

**3. USE OF PREMISES**

Landlord and Occupying Agency agree the Premises shall be used solely for office use, and the Premises shall only be occupied during Landlord's normal operating hours.

**4. TERM**

This Agreement shall be for an initial term commencing on the **1<sup>st</sup> of July, 2016** and ending on **30<sup>th</sup> of June, 2017**, (hereinafter the "Initial Term") unless this Agreement shall sooner be terminated as hereinafter provided. If Tenant or Occupying Agency is not in default of any of its obligations hereunder, the Tenant shall be permitted to extend this Agreement for **Eight (8)** successive one (1) year renewal period(s) (hereinafter "Renewal Term(s)") provided Tenant gives Landlord at least forty-five (45) days written notice prior to the expiration of the Initial Term or the then current Renewal Term that Tenant elects to renew this Agreement, such Renewal Term to begin upon expiration of the Initial Term or the then effective Renewal Term; and all of the terms, covenants and provisions of this Agreement shall be applicable for the Renewal Term. The Initial Term and any and all effective Renewal Terms are collectively referred to as the "Term."

**5. REPAIRS**

During the Term, Landlord, shall service, replace, keep and maintain in good order and repair each and every part and portion of the Premises. Services, replacements, or repairs made by the Tenant or its Occupying Agency to the Premises, shall not be construed as a waiver of this provision.

**6. INSURANCE**

Neither Tenant nor Occupying Agency shall use the Premises for any purpose other than that stated in Paragraph 3 hereof. No use shall be made of the Premises nor acts done on the Premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. Tenant and/or Occupying Agency further agrees not to sell, or permit to be kept for use on the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies. Throughout the Term of this Agreement, Tenant shall cause the Occupying Agency to maintain an insurance policy or, through a program of self-insurance, insurance coverage for Occupying Agency's fixtures, furnishings, equipment and personal property located in the Premises in an amount not less than full replacement cost against loss or damage by fire and all other casualties and risks.

**7. CANCELLATION FOR CONVENIENCE**

The Parties reserve the right to cancel this Agreement for convenience by giving at least one hundred twenty (120) days prior written notice of such cancellation to the non-cancelling Parties.

**8. ABANDONMENT**

The Parties agree that this Agreement will terminate, and the Premises will revert to the Landlord, in the event the Premises are abandoned by the Tenant or the Occupying Agency.

**9. REMOVAL OF FIXTURES**

At any time before the expiration or earlier termination of this Agreement, or upon a reasonable time thereafter, either Tenant or Occupying Agency shall have the right and privilege to remove all fixtures, furnishings, equipment, and personal property either Tenant or Occupying Agency has placed in or upon the Premises.

**10. NOTICES**

All notices, requests, demands and other communications provided for hereunder shall be in writing, mailed by first class United States certified mail, return receipt requested, delivered by overnight carrier (such as, but not limited to, UPS or Federal Express), or personally delivered to the applicable party at the addresses as stipulated herein before, or at such other address as a party hereto may from time to time, by notice the other Parties, designate a different person or title, or both as applicable, address or addresses to which notices to said party shall be given.

**11. SURRENDER OF PREMISES**

In the event of cancellation or early termination of this Agreement, the Tenant shall cause the Occupying Agency to surrender the Premises to Landlord in good order and condition ordinary wear and tear, damage by fire, acts of God, the elements, other casualties, condemnation and/or appropriation, and damage or defects arising from the negligence or default of Landlord excepted.

**12. ENTRY FOR INSPECTION BY LANDLORD**

The Tenant and Occupying Agency shall permit the Landlord, its agents or employees, to enter into and upon the Premises at all reasonable times for the purpose of inspecting the Premises or for the purpose of maintaining or making repairs alterations or additions to any portion of the Premises. The Landlord's entry shall not unreasonably interfere with Tenant's or Occupying Agency's business.

**13. ASSIGNMENT AND SUBLETTING OF PREMISES BY THE TENANT**

Page 2 of 5

Landlord recognizes and acknowledges that (I) Tenant is Public Body Corporate and Politic created within the Executive Branch of the State Government of Georgia By O.C.G.A. § 50-16-32; (II) Tenant's duties include the management of the utilization of administrative space [as defined by O.C.G.A. § 50-16-31(1.1)] in the manners permitted by O.C.G.A. § 50-16-31 et seq.; (III) pursuant to O.C.G.A. § 50-16-41, the management of the utilization of administrative space by Tenant shall include Tenant entering into any necessary agreements to rent or lease administrative space and then subsequently subletting such space to an Occupying Agency (as hereinafter defined) requiring the space. Accordingly, Landlord further recognizes and acknowledges, and does hereby consent to Tenant's sublet of the premises, or any portion thereof, as well as the assignment of this Agreement, to an Occupying Agency without obtaining Landlord's consent, so long as Tenant give s Landlord prior written notice thereof. For purposes here, an "Occupying Agency" means: (I) an Agency, Department, Commission, Board, Public Body Corporate and Politic, or Bureau of the State of Georgia, and (II) any other entity as permitted by State Law. Any Occupying Agency shall have the right, at its election, to cure any default by Tenant under this Agreement. Landlord shall immediately provide Tenant with copies of all correspondence sent by Landlord to an Occupying Agency (or to any other Subtenant) and copies of all correspondence received by Landlord from an Occupying Agency (or from any other Subtenant). Notwithstanding the foregoing, Landlord acknowledges and agrees that the Occupying Agency shall not be an agent of Tenant and shall not have actual, constructive or apparent authority to amend or otherwise modify the terms of this Agreement or to otherwise bind Tenant.

**14. ENTIRE AGREEMENT**

This Agreement, including any attached exhibits, embodies and sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the Premises. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties herein unless reduced to writing and signed by all the parties to this Agreement.

(Signatures begin on next page and remainder of page is intentionally blank)

IN WITNESS WHEREOF, the Parties have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the Parties keeping one of the duplicate originals.

Signed, sealed and delivered  
as to Landlord in the presence of:  
\_\_\_\_\_  
Unofficial Witness  
\_\_\_\_\_  
Notary Public  
My Commission Expires:  
(Affix and Impress  
Notary Public Seal Here)

**LANDLORD:**  
UPSON COUNTY BOARD OF  
COMMISSIONERS  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

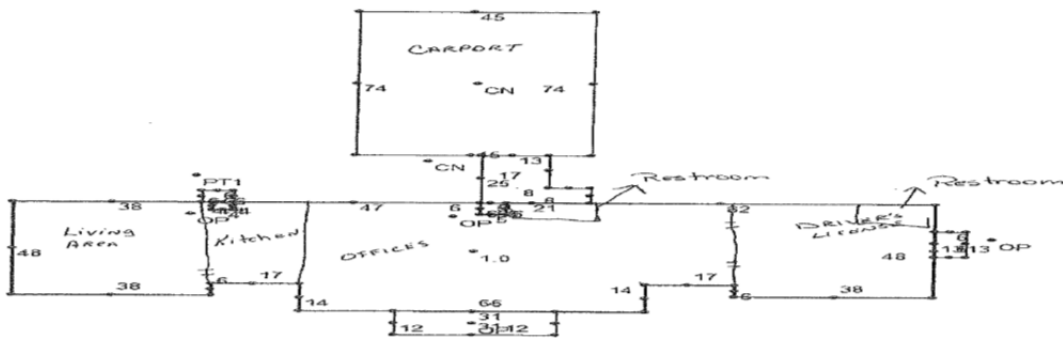
Signed, sealed and delivered  
as to Tenant in the presence of:  
\_\_\_\_\_  
Unofficial Witness  
\_\_\_\_\_  
Notary Public  
My Commission Expires:  
(Affix and Impress  
Notary Public Seal Here)

**TENANT:**  
STATE PROPERTIES COMMISSION  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed, sealed and delivered  
as to Occupying Agency in the presence of:  
\_\_\_\_\_  
Unofficial Witness  
\_\_\_\_\_  
Notary Public  
My Commission Expires:  
(Affix and Impress  
Notary Public Seal Here)

**OCCUPYING AGENCY:**  
DEPARTMENT OF PUBLIC SAFETY  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
[Floor Plan]



A motion was made by Comm. Wilder, with a second from Comm. Ellington to approve the lease for the State Patrol Building. The motion carries

- Commissioner Wilder – Yes
- Commissioner Ellington – Yes
- Chairman Blackston – Yes
- Commissioner Hudson – Yes
- Commissioner Spraggins – Not in attendance

County Manager, Commissioners and County Attorney Comments

**County Manager Jim** stated that the meeting for the DA's budget with Mr. Sellers is scheduled for August 4, 2016 at 9:00. There will be a back to school unity service on August 7, 2016.

**Commissioner Wilder** stated that Pickard Groceries will be having their grand opening on Saturday July 20 from 12-4.

**Commissioner Ellington** stated that the 1<sup>st</sup> Annual Car Show at Sprewell Bluff had a great turn out and he thanked the sponsors.

**Commissioner Hudson** had no comments.

**County Attorney Heath English** had no comments.

**Chairman Blackston** had no comments.

**Commissioner Spraggins** was not in attendance.

Adjournment

Comm. Ellington made a motion to adjourn at 6:15 pm, with a second by Comm. Wilder to adjourn the meeting.

\_\_\_\_\_  
Chairman Rusty Blackston

\_\_\_\_\_  
Commissioner Steve Hudson

\_\_\_\_\_  
NOT IN ATTENDANCE  
Commissioner Frank Spraggins

\_\_\_\_\_  
Commissioner Lorenzo Wilder

\_\_\_\_\_  
Commissioner Ralph Ellington

\_\_\_\_\_  
Jim Wheelless, County Manager