

RESOLUTION NO. 307-2013

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A LEASE WITH EMPLOYMENT SOLUTIONS, INC., FOR EAST SECTOR ROLL CALL LOCATED AT 1165 CENTRE PARKWAY, AT A COST NOT TO EXCEED \$33,744.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the lease, which is attached hereto and incorporated herein by reference, with Employment Solutions, Inc., for East Sector Roll Call located at 1165 Centre Parkway.

Section 2 - That an amount, not to exceed the sum of \$33,744.00, be and hereby is approved for payment to Employment Solutions, Inc., from account #1101-505504-71302, pursuant to the terms of the lease.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: June 20, 2013

MAYOR



ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL

LEASE

THIS LEASE, made and entered into this the 20<sup>th</sup> day of June, 2013, by and between EMPLOYMENT SOLUTIONS, INC., having its principal office at 1165 Centre Parkway, Lexington, Kentucky 40517 (hereinafter called Landlord), and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (hereinafter called Tenant).

## WITNESSETH:

That Landlord, for and in consideration of the monthly sum of Two Thousand Eight Hundred Twelve Dollars (\$2,812.00), and other good and valuable consideration as set forth hereinafter, does hereby demise and lease unto the Tenant and Tenant does lease and take from the Landlord the premises known as 1165 Centre Parkway, Suite E, Lexington, Kentucky 40517, situated in Gainesway Shopping Center, located in Lexington, Fayette County, Kentucky, which premises have an approximate area of 4,500 square feet, together with all common easements, rights and appurtenances made available by the Landlord to all Tenants generally in the development.

TO HAVE AND TO HOLD for a term of five (5) years, beginning on the day written above, unless sooner terminated as herein provided, subject to sufficient funds being budgeted for this purpose each fiscal year, and upon the following mutual covenants, terms and conditions:

ARTICLE I

POSSESSION. Landlord agrees to deliver to Tenant physical possession of the

demised premises upon the commencement of the term hereof, and the Tenant agrees to deliver to the Landlord physical possession of the demised premises, upon the termination of the term hereof, or any extension thereof, in good condition, with normal wear and tear and damage by fire or other insured casualty excepted. In the event Tenant remains in possession after expiration of the original term of this Lease, Tenant shall be deemed to be occupying the demised premises subject to all terms of this Lease upon a month to month tenancy, and the rental for such additional terms shall be the sum of Two Thousand Eight Hundred Twelve Dollars (\$2,812.00) per month. Sixty (60) days written notice of such month to month extension shall be provided to Landlord; provided, however, that such month to month extension shall not exceed three (3) months.

## ARTICLE II

### FIXTURES AND PERSONAL PROPERTY AND IMPROVEMENTS.

Tenant will not disfigure or deface any part of the demised premises or suffer the same to be done except so far as may be necessary to affix such fixtures as may be used in the conduct of business, and upon removal of such fixtures, any such disfigurement or defacement shall be repaired by Tenant to the Landlord's satisfaction. Tenant will not obstruct or permit obstruction of the street or the sidewalk adjacent to the demised premises, will not do anything in the premises which will increase the rate of liability insurance or fire insurance upon the building or any of its contents or be liable to cause structural injury to said building, and will not permit the accumulation of waste or refuse matter. Tenant shall have the responsibility for disposing of its own

rubbish, trash and garbage and shall not store or deposit them outside of the leased premises without the written consent of Landlord. Tenant shall be responsible for snow removal in the parking area assigned to the Tenant and as needed for ingress and egress of Tenant's vehicles. Tenant shall maintain the demised premises in a clean and sanitary condition at all times. Landlord shall have the right to approve and place reasonable conditions on renovation of the interior and exterior of the demised property. All additions, fixtures, improvements and repairs made upon said demised premises are thereafter the property of the Landlord. Such structural changes, alterations or improvements which become the property of Landlord upon expiration of this Lease or extension to such Lease shall be surrendered to the Landlord in as good order and condition as they were when installed, reasonable wear and tear and damage by the elements excepted.

### ARTICLE III

USE OF PREMISES. Tenant shall use the premises for police sector office purposes only.

### ARTICLE IV

Tenant shall not assign, underlet or sublet the leased premises or any part thereof without the written consent of the Landlord.

### ARTICLE V

PROPERTY DAMAGE. Tenant shall save Landlord harmless from all loss or damage occasioned by the use, misuse or abuse of water or the water pipes or fixtures, gas pipes or fixtures, electric wires or fixtures, heating apparatus, drains, plumbing and

other fixtures and apparatus in the charge of Tenant, or by the bursting of the pipes or by any nuisance made or suffered on the said premises, and shall promptly cause same to be repaired at Tenant's expense, except such property damage which is the result of the carelessness, negligence or improper conduct of Landlord or his agents.

#### ARTICLE VI

REPAIRS. Landlord agrees to make any repairs to the exterior of the building or the demised premises or of which the demised premises are a part, including but not limited to repairs to the streets, curbs, sidewalks and alleys; provided, however, that Tenant shall be responsible for any damage directly attributable to negligence by the Tenant. Tenant agrees to make and pay for all ordinary repairs and maintenance to the interior of the demised premises, including plumbing, air conditioning, heating, fire sprinkler systems, light fixtures, electric control panels and all interior plumbing and electric lines connecting thereto, which are necessary to keep same in good state of repair. Tenant shall further maintain, repair and replace doors and door closures and plate glass.

#### ARTICLE VII

##### MISCELLANEOUS PAYMENTS.

- a. Tenant agrees to pay for the installation of any and all utilities.
- b. Landlord agrees to assume responsibility for fire and casualty insurance and structural maintenance.
- c. Tenant agrees to pay demised property's utility bills, including telephone, gas, water, electricity and sewer user and landfill user fees.

d. Tenant shall assume responsibility for contents and general liability insurance.

#### ARTICLE VIII

TERMINATION. Tenant may terminate this Lease upon ninety (90) days written notice forwarded by certified mail, addressed as follows: to the Landlord, 1165 Centre Parkway, Lexington, Kentucky 40517. Such address may be changed from time to time upon notice to Tenant.

Landlord may terminate this Lease upon two hundred seventy (270) days written notice forwarded by certified mail to the Tenant, c/o Chief of Police at 150 East Main Street, Lexington, Kentucky 40507.

#### ARTICLE IX

TENANT'S DEFAULTS. If the Tenant should breach any covenant, condition, term or agreement to be performed by it hereunder, and such breach is not remedied by Tenant within ten (10) days after receipt of notice of such default, Landlord may, without further notice, at its option, declare the said term ended and enter into possession of the demised premises. Notice of default shall be forwarded by certified mail to Tenant, c/o Chief of Police at 150 East Main Street, Lexington, Kentucky 40507.

#### ARTICLE X

##### LIMITATION OF LIABILITY:

a. To the extent allowable by law, tenant agrees to indemnify and save Landlord harmless from all loss, cost and expense by reason of any damage to any personal property on or about the demised premises belonging to Tenant, its invitees or its employees, which damage results from the carelessness or improper conduct on the

part of Tenant's agents or employees. In no event shall Tenant's indemnification act as a waiver of any defense, immunity or damage limitation Tenant may otherwise have available as to third parties.

b. Landlord agrees to indemnify and save Tenant harmless from all loss, cost and expense by reason of any damage to any personal property on or about the demised property, which damage results from the carelessness or improper conduct on the part of Landlord or his agents.

c. The Landlord and Tenant hereby agree to release the other from any claim for the recovery for any loss or damage to any of their property which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance.

EMPLOYMENT SOLUTIONS, INC.

BY:  \_\_\_\_\_

ITS: CEO \_\_\_\_\_

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY:  \_\_\_\_\_

**JIM GRAY, MAYOR**

ACKNOWLEDGMENT

STATE OF KENTUCKY)  
COUNTY OF FAYETTE)

The foregoing Lease was acknowledged before me by Pick Christian  
of Employment Solutions, Inc., on this the 3<sup>RD</sup> day of  
July, 2013.

My Commission Expires: SEPTEMBER 14<sup>TH</sup>, 2013

A. J. [Signature] #134221 (CERTIFICATE ID)  
NOTARY PUBLIC, STATE AT LARGE

STATE OF KENTUCKY)  
COUNTY OF FAYETTE)

The foregoing Lease was acknowledged before me by Jim Gray, Mayor, for the  
Lexington-Fayette Urban County Government on this the 27<sup>th</sup> day of June,  
~~2008.~~  
2013

My Commission Expires: November 10, 2016

Meredith Elaine Wilson #476523  
NOTARY PUBLIC, STATE AT LARGE