

FRANKLIN COUNTY

TO: BOARD OF FRANKLIN COUNTY COMMISSIONERS	Reviewed:
FROM: Keith R. Clark	Ext. 8953
DEPARTMENT: Community Corrections	
DATE: Wednesday, June 17, 2009	No.

ITEM:

Approval of the lease agreement between James L. Higgins and Valorie Higgins and the Fourth Judicial District Community Corrections for the property located at 401 Garrettson – Burlington, KS 66839.

Background:

The Fourth Judicial District Community Corrections is requesting permission to relocate its Coffey County office from its current location at 408 Neosho Street, Suite 8 to 401 Garrettson in Burlington, KS. Community Corrections has implemented new adult programs over the last two years and increased square footage is needed to adequately facilitate groups in the Coffey County office. Additional juvenile programming will be added in FY2010 and FY2011. The following are examples of existing / future programming to meet the needs of the populations we serve: cognitive education classes, workforce development classes, anger replacement education, alcohol / drug education, and parenting education classes.

The agency has been looking for space in Coffey County for the last 15 months and this current property meets the needs of the agency and populations being served.

Recommended Action:

Move to approve the lease agreement between James L. Higgins and Valorie Higgins and the Fourth Judicial District Community Corrections for the property located at 401 Garrettson – Burlington, KS 66839.

Planning Commission Recommendation:

NA

Attachments:

Lease Agreement

COMMERCIAL LEASE

PARTIES: James L. Higgins and Valorie Higgins, 4 Hilltop Lane, Burlington, Kansas 66839, (620) 364-8397, Lessors, and 4th Judicial District Community Corrections, 1418 S. Main Street, Suite 3, Ottawa, Kansas 66067 (785) 229-8953, Lessee.

LEASED SPACE: The building located at 401 Garrettson, Burlington, Kansas.

TERM: Lessors agree to lease to Lessee the leased space for twenty-four (24) months commencing August 1, 2009 and ending July 31, 2011. This lease shall automatically renew for another twelve (12) month period unless either party gives the other ninety (90) days notice prior to July 31, 2011 of its intent to terminate said lease.

SECURITY DEPOSIT: Prior to taking possession of the leased space, Lessee agrees to make a security deposit to Lessors in the sum of \$500.00. At the termination of the lease, the security deposit shall be returned to Lessee if the premises are in the same condition as when the lease commenced, subject to normal wear and tear.

RENT: \$500.00 per month commencing on August 1, 2009 and payable on or before the 1st day of each month thereafter. In the event that Lessee is more than ten (10) days late in paying the rental amount, Lessee shall pay Lessors a \$25.00 late rental fee.

MAINTENANCE: Lessees agree to maintain and keep up the area around said building and parking lot, including but not limited to window washing, trash and debris removal and snow removal. Lessors agree to maintain the plumbing, heating, air conditioning and ventilation and electric systems, as needed.

REPAIRS: Lessors agree to maintain and repair the roof, windows, building and parking lot surface, as needed.

INSURANCE: Lessors shall keep and maintain casualty and liability insurance on the building and shall keep and maintain casualty insurance on any contents in the building owned by Lessors. Lessee shall keep and maintain liability insurance in an amount of at least \$500,000.00 to cover injuries suffered by any person while in the leased space. Lessee shall keep and maintain casualty insurance on contents owned by Lessee in the leased space.

IMPROVEMENTS AND MODIFICATIONS TO LEASED SPACE: Subject to Lessors' approval and consent prior to being made, Lessee may make improvements, modifications and alterations to the leased space at its expense.

TAXES: Lessors shall pay the ad valorem taxes on the property.

UTILITIES: Lessee shall pay the utilities, including but not limited to water, electric, trash, sewer and natural gas.

James L. Higgins
LESSORS.

Date

Valorie Higgins

Date

4th Judicial District Community Corrections by:

Keith Clark
LESSEE.

Date