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**Board of Commissioners
 Agenda Item Transmittal Form
 Procurement/Contract Transmittal Form**

Type of contract: 1 year <input type="checkbox"/> Multi-year <input checked="" type="checkbox"/> Single Event <input type="checkbox"/>		CC Use Only Contract #:
<input type="checkbox"/> Submission Information Contact Name: Sue Sanders - 7223 Department: Recreation & Maintenance Project Title: Haralson Mill House Lease Funding Account Number: N/A Contract amount: \$450 Revenue/Month Contract Type: Goods () Services (X) Labor () Contract Action: New (X) Renewal () Change Order () Original Contract Number:		<input type="checkbox"/> Vendor Information Vendor Name: Hunter Bloodworth Address: Address: Email: Phone #: Contact: Term of contract: Month to Month beginning 6/1/19
Finance Director Signature I have reviewed the attached contract, and the amount is approved for processing. Signature: <i>J. Miller</i> Date: 4.29.19		Procurement Officer Signature I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County. Signature: <i>Jana Malone</i> Date: 4/22/19

Detailed Summary of Contract:

Recreation & Maintenance recommends approval of the attached lease. The employee will serve as caretaker of the historic property. A reduced rent is offered based upon the requirements.

Detailed requirements and procedures that we have outlined and gone over with the employee are attached.

Department Head/Elected Official Signature:

Sue Sanders

Date:

4/18/19

STATE OF GEORGIA

COUNTY OF ROCKDALE

**LEASE
HARALSON MILL ROAD**

THIS LEASE, made this the _____ day of _____, 2019, by and between ROCKDALE COUNTY, GEORGIA by and through its Board of Commissioners (hereinafter referred to as “Lessor”), and Hunter Bloodworth (hereinafter referred to as “Lessee”);

W I T N E S S E T H:

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

4279 Haralson Mill Road, Conyers, Rockdale County, Georgia. The Premises is more particularly described in Exhibit “A” attached hereto and made a part hereof.

2. **Term:** This agreement shall be for a term of one (1) month, renewable month to month, commencing on the 1st day of June, 2019, unless earlier terminated pursuant to the terms of this Agreement.

3. **Employment Conditions:** The parties mutually agree that the lease shall terminate upon lessee’s termination from Rockdale County. Lessee shall have thirty (30) days from the date of termination to vacate the premises. Lessee must notify lessor of any person residing in premises that have been arrested for violation of an ordinance, misdemeanor or felony, excluding minor traffic offenses no later than five (5) days after such arrest.

4. **Rental:** Lessee shall pay the sum of \$450 per month as partial rental for the premises which shall be paid by automatic deduction from the employee’s paycheck payable in 26 equal installments of \$207.69. As additional consideration the Lessee shall serve as a caretaker for the Premises shall provide the services requested by the Lessor in connection with the maintenance of the Premises.

5. **Utility Bills:** Lessee shall pay water, gas, electricity, trash removal, security system, cable and telephone bills for the Premises during the terms of the Agreement.

6. **Use of Premises:** Premises shall be used for residential purposes only. Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance of trespass; nor in any manner to vitiate the insurance of increase the rate of insurance on premises. If the insurance rate is increased by any act of Lessee, Lessee will reimburse Lessor in whatever amount the insurance premium is increased. Lessee shall maintain the property in as good of a state as lessee finds it upon move-in. Reasonable wear and tear is expected. Good housekeeping is expected. Lessee agrees to keep premises in a clean and

sanitary condition. Lessee shall conduct themselves (and require other persons on the premises to conduct themselves) in a manner that does not unreasonably disturb lessee's neighbors or constitute a breach of the peace. Lessee shall adhere to all Rockdale County Codes and Ordinances in effect on premises. Conviction of a violation of any ordinance shall be grounds for immediate termination of lease.

7. Right of Access: Lessee agrees to permission for lessor to periodically enter the premises in order to inspect, make necessary or agreed upon repairs, decorations, alterations, or improvements; supply agreed service, or exhibit the premises to prospective lessee's, workmen or contractors or in the case of emergency.

8. Historical Preservation Society Tours: Lessee agrees to allow periodic tours of the premises by Historical Preservation Society with two (2) days advanced notice.

9. Non-Smoking: The lessee agrees to a non-smoking environment in the above referenced property. Failure to abide may cause lessee to incur expenses such as, but not limited to, interior painting and/or wall-papering and AC service.

10. Repairs by Lessee: Lessee shall make no repairs or alterations to the Premises without the written permission of the Lessor, through the department of Recreation & Maintenance. Lessee acknowledges that the Premises is the site of a historic preservation efforts by the Lessor, the Conyers-Rockdale Big Haynes Impoundment Authority pursuant to a Memorandum of Agreement dated February 24, 1994. The Lessee agrees to return the Premises to the Lessor upon termination of this Lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

11. Repairs by Lessor: Lessor agrees to keep in good repair the roof and exterior walls, all exterior glass, all exterior doors, plumbing, electrical, HVAC and septic system. Maintenance by Lessee: Lessee shall replace batteries in smoke detectors and lightbulbs. Lessee shall be responsible for interior and exterior pest control should it be required. Structural, electrical, septic and plumbing repairs that are required due to lessee damage or neglect shall be repaired at the lessee's expense.

12. Maintenance of Grounds by Lessee: Lessee shall maintain outdoor grounds including, but not limited to, cutting, edging, trimming, weeding (inclusive but not limited to flower beds), proper watering, fertilizing and insect control to ensure that the lawn, trees and shrubs are maintained. If lessee neglect(s) proper yard maintenance, the Lessor reserves the right to secure services of a professional lawn maintenance company, which will be hired to maintain the property at the lessee's expense. Lessee shall store no objects outdoors on property except as allowed in storage shed. Lessee shall remove all trash and debris from yard promptly so that premises is aesthetically pleasing.

13. Pets: Lessee shall understand that the trail system goes through the yard of the property and shall have no pets that are housed outdoors. Lessee shall maintain control of their pet at all times so as not to cause a public safety issue. No dog pens or runs shall be erected on the property. No dogs deemed as dangerous or potentially dangerous by Rockdale County Code shall be allowed to reside on the premises

14. Destruction of or Damage to Premises: If premises are totally destroyed by storm, fire, lighting, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for between Lessor and Lessee as of that date. If premises are damaged, but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of premises has been destroyed, and Lessor shall restore premise to substantially the same conditions as before damage as speedily as practicable, whereupon full rental shall recommence, provided, further, however that if the damage shall be so extensive that the same cannot be reasonably repaired and restored within six (6) months' time from date of the casualty, then either Lessor or Lessee may cancel this Lease by giving written notice to the other party within thirty (30) days from the date of such casualty. And, in such event, rental shall be apportioned and paid up to the date of such casualty.

15. Indemnity: Lessee agrees to indemnify and save harmless the Lessor against all claims for damages to persons or property by reason of the use of occupancy of the leased premises and all expenses incurred by Lessor because thereof, including attorneys' fees and court, but Lessee shall not be liable for the acts of any other tenants of said property.

16. Assignment: Lessee may not assign this Lease, or any interest thereunder, or sublet the premises in whole or in part.

17. Fixtures: Lessee may not affix or attach any fixture or equipment in premises.

18. Locks: Lessee is prohibited from adding locks to, changing, or in any way altering locks installed on the doors or premises without written permissions from lessor.

19. Signs: Lessee shall not allow any signs to be posted on the property including, but not limited to political or business advertisements.

20. Non-Operative Vehicles: Non-operative vehicles are prohibited on premises. Any such non-operative vehicle may be removed by lessor at the expense of the lessee owning same for storage, and/or public, and/or private sale at lessor's option, and lessee, owning same, shall have no right of recourse against lessor thereafter.

21. Cancellation of Lease: It is mutually agreed in the event the Lessee shall default in the payment of rent herein reserved, when due, and fails to cure said default within ten (10) days after written notice of default from Lessor; or if, Lessee is adjudicated bankrupt; or if a permanent receiver is appointed for Lessee's property and such receiver is not removed within sixty (60) days after written notice from Lessor or Lessee to obtain such removal; or if, whether voluntarily or involuntarily, Lessee takes advantage of any debtor relief proceedings under any present or future law whereby rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; or if Lessee makes an assignment for benefit of creditors; or if Lessee's effects should be levied upon or attached under process against Lessee, not satisfied or dissolved within thirty (30) days after written notice from Lessor to Lessee to obtain satisfaction thereof; then, and in any of said events, Lessor at its option may at once, or within six (6) months thereafter (but only during continuance of such default or condition), terminate this Lease by written notice to Lessee; whereupon this Lease shall end. In addition, the parties mutually agree that the Lessor or the Lessee may terminate this Lease without cause, at any time and for any purpose in the

discretion of the either party to this Lease, by providing the remaining party thirty (30) days written notice. Any notice provided in this paragraph may be given by Lessor, or his attorney or agent herein named. Upon such termination by Lessor, Lessee will at once surrender possession of the premises to Lessor and remove all of the Lessee's effects therefrom; and Lessor may forthwith re-entry the premises and repossess himself thereof, and remove all persons and effects therefrom, using such forces as may be necessary without being guilty of trespass, forcible entry or retainer or other tort.

22. Reletting by Lessor: Lessor, as Lessee's agent, without terminating this Lease, upon Lessee's breaching this contract, may at Lessor's opinion enter upon and rent premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Lessor deems proper. Lessee shall be liable to Lessor for the deficiency, if any, between Lessee's rent hereunder and the price obtained by Lessor on reletting.

23. Effort of Termination of Lease: No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Lessor's right to collect rent for the period prior to termination thereof.

24. Insurance: Lessor will carry, at Lessor's expense, Fire and Extended coverage insurance on the Premises. Lessee will carry at Lessee's own expense, insurance coverage on all contents and personal property maintained at the Premises by the Lessee.

25. No Estate in Land: This contract shall create the relationship of landlord and tenant between Lessor and Lessee; no estate shall pass out of Lessor; Lessee has only a usufruct, not subject to levy and sale, and not assignable by Lessee except by Lessor's consent.

26. Holding Over: If Lessee remains in possession of premises after expiration of the term hereof, with Lessor's acquiescence and without any express agreement of parties, Lessee shall be a tenant at will at rental rate in effect at end of lease; and there shall be no renewal of this Lease by operation of law.

27. Rights Cumulative: All rights, power and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

28. Notices: Any notice given pursuant to this Lease shall be in writing and sent by certified mail to the following addresses or such other address as either party may hereafter designate in writing to the other party:

To the Lessor:
Rockdale County Board of Commissioners
962 Milstead Avenue
Conyers, Georgia 30012

To the Lessee:

29. Waiver of Rights: No failure of Lessor to excise any power given Lessor hereunder, or to insist upon strict compliance by Lessee with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

30. Time of Essence: Time is of the essence of this Agreement.

31. Definitions: "Lessor" as used in this Lease shall include Rockdale County, Georgia and its agents, assigns and successors in title to the premises. "Lessee" shall include the Lessee party, his heirs and representatives, and successors.

THIS LEASE contains the entire agreement of the parties hereto, and not 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, in triplicate, the date and year first above written.



Rockdale County, Georgia
Board of Commissioners

Lessee

By: _____
Oz Nesbitt, Sr., Chairman

By: 
Hunter Bloodworth

Attest

Signed, sealed, and delivered
in the presence of:

By: _____
Jennifer O. Rutledge, County Clerk

Approved as to Form

By: _____
M. Qader A. Baig, County Attorney

Haralson Mill House Tenant Requirements:

Overview: the relationship between the Rockdale employee and the County shall be similar to that between a tenant and a landlord. The landlord will ensure that the house is suitable for occupancy and will be responsible for major repairs and maintenance of equipment such as the HVAC system, water heater, and plumbing and electrical systems. The tenant will be responsible for establishing utilities and maintaining the house and grounds. Tenant shall supply all appliances such as refrigerator, stove, and washer/dryer. Any appliances left from previous tenant can be used by current tenant but does not relieve tenant from responsibility for maintenance or replacement of appliances.

1. Cost:
 - a. Rent \$450 per month to be automatically deducted from paycheck
 - i. This is a reduced rent in conjunction with upkeep of the property and security presence
 - b. All utilities shall be put in name of and paid by tenant
 - c. Pest control shall be in name of and paid by tenant
 - d. Alarm system shall be in name of and paid by tenant
 - e. Septic system pumping paid by tenant
 - f. Renters insurance to cover personal property shall be the responsibility of tenant
2. Maintenance:
 - a. Tenant is responsible for upkeep of home
 - i. Keep interior spaces clean and free from inordinate clutter
 - ii. Utilize interior spaces as appropriate
 - iii. Replace air filters regularly (every 3 months)
 - iv. Replace light bulbs or other consumable items
 - b. Tenant is responsible for upkeep of property
 - i. Keep grass mowed regularly – to top of slope on left and rear of house and to fence on right of house
 - ii. Keep all trees and shrubs trimmed or pruned
 - iii. Maintain landscaping in good condition
 - c. Tenant is responsible for upkeep of outbuildings
 - i. Keep spaces clean and orderly
 - ii. Maintain in good working order
3. Outbuildings:
 - a. Historic barn
 - i. Tenant can use barn for storage of small items only so as to keep the barn free from clutter (see historic accommodation)
 - b. Storage building:
 - i. Tenant can use storage building to store items as needed
 - ii. Vehicles can be stored outside but must be in good condition and running
 - c. Covered Bridge:
 - i. Although the county is responsible for the Haralson Mill covered bridge adjacent to the property, the tenant will watch over the bridge and report any issues or concerns to building maintenance including lighting outages or alarms.

4. Pets/animals:
 - a. Domestic animals such as dogs and cats are permitted so long as they are well kept and do not deteriorate the property
 - b. Dogs are not allowed to run loose and must be kept inside or within a fence or kennel.
 - c. No more than 2 pets are permitted.
 - d. Horses and other farm/ranch animals are not permitted.
5. Historic Tours:
 - a. Tenant is required to cooperate in periodic tours of historic homes conducted by the Conyers/Rockdale Historical Society.
 - b. Tours shall be coordinated directly with the Society and no less than 48 hours advance notice will be given by the society to the tenant.
 - c. Tenant is not required to conduct tours or allow individuals to access the home or property without coordination with the county or the Society.
 - d. However, tenant is requested to encourage interest in the history of Rockdale County by maintaining polite interactions with passers-by who stop to enquire or take pictures of the home, property, or barn.
6. Maintenance Requests:
 - a. All requests for maintenance shall be directed in writing by email to the Deputy Director of Recreation & Maintenance, Andrew Hammer, at Andrew.hammer@rockdalecountyga.gov
 - b. Requests will be addressed in a reasonable time pursuant to their level of urgency:
 - i. emergency requests within 24 hours or sooner
 - ii. standard requests within 1 week
 - iii. capital requests are subject to funding availability
 - c. In the event tenant has an emergency request which is unable to be handled through building maintenance, tenant shall get pre-approval from the Deputy Director to engage the services of an outside repair company. Invoices shall be submitted to Deputy Director for approval and payment.
 - d. Tenant shall make no changes to the exterior or interior of the property without prior approval from the Deputy Director of Recreation & Maintenance.
7. Lease
 - a. A formal lease must be signed
 - b. See attached example
 - c. If employee leaves employment with the County, they must vacate the property within 30 days
 - d. If the employee does not abide by the above provisions in an acceptable manner, they will be given 30 days' notice to vacate the property