



FLOYD COUNTY BOARD OF EDUCATION
Anna Whitaker Shepherd, Superintendent
442 KY RT 550
Eastern, KY 41622
Telephone (606) 886-2354 Fax (606) 886-4550
www.floyd.kyschools.us

Linda C. Gearheart, Board Chair - District 1
William Newsome, Jr., Vice-Chair - District 3
Dr. Chandra Varia, Member - District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item): Consider/Approve Lease Extension Option with Warco Land Improvement Company for temporary Bus Garage.

Applicable State or Regulations: 01.11- General Powers and Duties of the Board

Fiscal/Budgetary Impact: Cost to lease temporary bus garage will be part of insurance claim.

History/Background:

June 27, 2023

Board approved the lease with the option to extend or renew for an additional six (6) month term commencing on the expiration of the term of lease which is July 1, 2023.

The term of renewal will expire December 31, 2023 absent subsequent extension.

Recommended Action: To approve Lease Extension as presented.

Contact Person(s): Linda Hackworth
Wes Halbert

N/A
Principal

Linda Hackworth
Director

Anna W. Shepherd
Superintendent

Date: May 8, 2023

NOTICE OF INTENT TO EXERCISE LEASE EXTENSION OPTION

Under section IV of that lease made June 27, 2022 by and between WARCO LAND IMPROVEMENT COMPANY, INC., P.O. Box 1590, Martin, KY 41649, hereinafter referred to as "Lessor" and THE BOARD OF EDUCATION OF FLOYD COUNTY, KENTUCKY, 442 Kentucky Route 550, Eastern, KY 41622, hereinafter referred to as "Lessee", Lessee obtained the right and option to extend or renew the Lease for real property located at 302 Thornsberry Drive, Langley, KY 41645 for an additional six (6) month term commencing on the expiration of the term of the Lease, subject to all of the terms, covenants, and provisions of the original lease at a lease rate of \$6,000 per month payable on the first day of each extended monthly period. This written notice being given of Lessee's intention to exercise that option. The term of renewal will expire December 31, 2023 absent subsequent extension.

BOARD OF EDUCATION OF
FLOYD COUNTY,
KENTUCKY

BY: _____
LINDA GEARHEART, CHAIRPERSON
THE BOARD OF EDUCATION OF FLOYD
COUNTY, KENTUCKY
"LESSEE"

ATTEST:

SECRETARY

I certify to preparation of the foregoing instrument:



JONATHAN C. SHAW
ATTORNEY AT LAW
327 Main Street, P.O. Drawer 1767
Paintsville, Kentucky 41240

LEASE

This Lease made and entered into this 27th day of June, 2022, by and between WARCO LAND IMPROVEMENT COMPANY, INC., P.O. Box 1590, Martin, KY 41649, hereinafter referred to as "Lessor" and THE BOARD OF EDUCATION OF FLOYD COUNTY, KENTUCKY, 442 Kentucky Route 550, Eastern, KY 41622, hereinafter referred to as "Lessee".

WITNESSETH:

That Lessor, for and in consideration of the rents and covenants hereinafter set out does hereby demise, lease and let unto Lessee the following described premises, to-wit:

Real property located at 302 Thornsberry Drive, Langley, KY 41645.

Approximately 7,500 square feet for use as a bus garage.

I. TERM

The term of this lease shall be for twelve months (12) months commencing on the 1st day of July, 2022.

II. RENTAL

Lessee does hereby agree to pay the sum of SIX THOUSAND DOLLARS (\$6,000.00) per month, during the term of this Lease and any extension or renewal thereof, payable on the first day of each and every month, beginning on the 1st day of July 2022.

Necessary upfit and upgrades to the facility for the use of the Lessee will be at the expense of the Lessee..

III. UTILITIES, MAINTENANCE, REPAIR AND UPKEEP

Lease price includes electricity, natural gas, water, taxes and building upkeep with the exception of light bulbs for interior lights. Tenant is to furnish its garbage disposal.

Tenant will be responsible for building contents insurance.

Warco Land Improvement Company, Inc. has guards on property between 10:00 p.m. and 6:00 a.m. seven days per week.

Lessor is responsible for all maintenance, upkeep, and repairs. Notwithstanding the foregoing, Lessee shall be liable for the entire cost of all repairs directly or indirectly caused or necessitated by the negligence of intentional acts of Lessee, vendors, licensees, invitees, guests, employees or agents. The Lessee is not liable for any environmental contamination costs and liabilities of said property. At the termination of this Lease, Tenant shall surrender the Premises to Lessor in at least the same order and state of cleanliness they were in when Lessee first occupied the Premises. Throughout the term of this Lease, Lessee shall (a) keep the Premises in a safe and sanitary condition; (b) dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner; (c) keep all plumbing fixtures in the Premises or used by Lessee as clean as their condition permits; (d) use and operate all electrical and plumbing fixtures properly; and (e) shall not consent for anyone on the premises to conduct themselves, in connection with the Premises, so as not to violate any federal, state, or local law.

Tenant shall engage at their expense a qualified design professional to determine all upfit and upgrade requirements necessary for the facility to be made operational for the Tenant. All work to the facility for all upfit and upgrade requirements will be completed by the Lessor and will be as a reimbursable expense the Lessor.

IV. OPTION TO RENEW

Lessee shall have the right and option to extend or renew this Lease for an additional six (2) month term commencing on the expiration of the term of this Lease, subject to all of the terms, covenants, and provisions hereof at a lease rate of \$6,000 per month payable on the first day of each extended monthly period. This Lease option shall be exercised by Lessor by giving written notice of Lessee's intention to exercise the option not less than thirty (30) days prior to expiration of the term hereof.

V. RIGHT TO CANCEL LEASE

Either party hereto shall have the right, upon sixty (60) days written notice to the other party and a reasonable opportunity to cure defects to cancel and terminate this Lease for cause. In the event of termination all of the rights, liabilities and obligations of both parties hereto shall cease upon the expiration of the said sixty (60) day notice period.

VI. INSURANCE

The Lessee shall at all times during the term of this Lease or any renewal or extension thereof maintain general liability insurance upon the property described herein and shall have Lessor added to its liability insurance policy as co-insureds. Such insurance shall provide coverage for injuries to persons and/or property by reason of any claimed negligence with respect to the ownership, operation or use of the premises herein described.

VII. QUIET ENJOYMENT AND POSSESSION

The Lessor will, and the heirs, executors, administrators, and assigns of Lessor shall warrant and defend said Lessee in the enjoyment and peaceable possession of the above-demised premises, during the term hereof, if the said Lessee shall perform all and

singular covenants herein agreed to be performed on the part of Lessee.

VIII. PARTIES BOUND

The terms, conditions and provisions of this Lease shall inure to and be binding upon

Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Lessor and the Lessee have set their hands the day and year first above written.

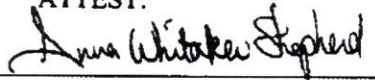


WARCO LAND IMPROVEMENT COMPANY, INC.

BOARD OF EDUCATION OF
FLOYD COUNTY,
KENTUCKY

BY: 
LINDA GEARHEART, CHAIRPERSON
"LESSEE"

ATTEST:


SECRETARY

COMMONWEALTH OF KENTUCKY

COUNTY OF Floyd

I, the undersigned Notary Public within and for the Commonwealth of Kentucky and County aforesaid, do hereby certify that on the 3rd day of August, 2022, the foregoing Lease was produced to me in said County and acknowledged before me by Terry Thorsberry, WARCO LAND IMPROVEMENT COMPANY, INC. parties thereto, to be their free act and deed for the purposed therein stated on this 3rd day of August, 2022.

My Commission Expires: December 8, 2023

Angela Jean Bentley (635519)
NOTARY

PUBLIC COMMONWEALTH OF KENTUCKY

COUNTY OF Floyd

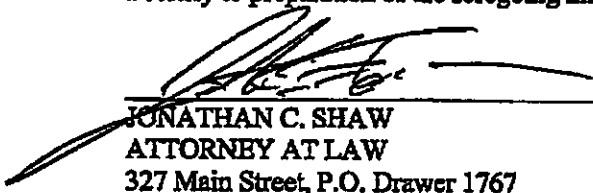
I, the undersigned Notary Public within the Commonwealth of Kentucky and County aforesaid, do hereby certify that on this 27th day of June, 2022, the foregoing Lease was produced to me in said County by LINDA GEARHEART, personally known to me to be the Chairman of The Board of Education of the FLOYD COUNTY, Kentucky, School District, and was acknowledged by them before me to be their free act and deed as Chairman of said Board as authorized by resolution of said Board passed on 27th day of June, 2022 for the uses and purposes set out in said Lease.

Witness my hand this 27th day of June,

2022. My Commission Expires: 12-08-23

Angela Jean Bentley (635519)
NOTARY
PUBLIC

I certify to preparation of the foregoing instrument:



JONATHAN C. SHAW
ATTORNEY AT LAW
327 Main Street, P.O. Drawer 1767
Paintsville, Kentucky 41240

Mr. William Newsome	Yes
Dr. Chandra Varia	Yes
Mr. Steve Slone	Yes
Mr. Keith Smallwood	Yes

6. Action by Consent

Order #20077 - Motion Passed: Motion to consider/approve consent item 6-G, the Contract with Cassandra Akers and the Floyd County Board of Education for the period of July 1, 2022 through September 30, 2023 passed with a motion by Mr. William Newsome and a second by Ms. Linda Gearheart.

3 Yeas - 2 Nays

Ms. Linda Gearheart	Yes
Mr. William Newsome	Yes
Dr. Chandra Varia	Yes
Mr. Steve Slone	No
Mr. Keith Smallwood	No

Order #20078 - Motion Passed: Motion to approve all consent items 6-A thru 6-PP with the exception of Item 6-D and item 6- JJ which was tabled until a later date and Item 6-G was approved the motion before, passed with a motion by Mr. William Newsome and a second by Dr. Chandra Varia.

5 Yeas - 0 Nays

Ms. Linda Gearheart	Yes
Mr. William Newsome	Yes
Dr. Chandra Varia	Yes
Mr. Steve Slone	Yes
Mr. Keith Smallwood	Yes

A. Consider Approval of Minutes

B. Consider Payment of Bills and Claims

C. Consider/Approve Superintendent Timesheet, Travel and Expenses

D. Consider/Approve revision for the 2022-2023 FCECA Handbook

E. Consider/Approve memorandum of understanding between Legal Applicant UNITE SERVICE CORPS/Operation UNITE and Floyd County Schools for the 2022-2023 AmeriCorps year

F. Consider/Approve the Clinical Practice Agreement between Floyd County Board of Education and Georgetown College Education Department

G. Consider/Approve the contract with Cassandra Akers and the Floyd County Board of Education for the period of July 1, 2022 through September 30, 2023

H. Consider/Approve authorizing the superintendent to add a third Digital Learning Coach position

I. Consider/Approve four (4) CA-25 applications

J. Consider/Approve applying for an emergency certificate for a teacher

K. Consider/Approve the Memorandum of Agreement between the Floyd County Board of Education and the Kentucky Council on Postsecondary Education (CPE) for the employment of Nikki Queen-Gilliam as a Regional Kentucky Advising Coordinator with the Division of P-20 Policies and Program for CPE for a period of August 1, 2022 through September 30, 2023

L. Consider/Approve Performance Bond of Treasurer for FY 2023

JJ. *Consider/Approve revision for the 2022-2023 Floyd County School of Innovation (FCSI) Handbook

KK. *Consider/Approve surplus of technology items from schools listed

LL. Consider/Approve FY 2023 Certified 187 day schedule, Administrative Extra Service/Extended Days Schedule, Co-Curricular/Athletic Extra Service Schedule, Certified substitute Schedule, tutor schedule, and classified salary schedules

MM. *Consider/Approve Lease Agreement with Warco Land Improvement Company, INC for a Temporary Bus Garage

NN. *Consider/Approve revisions to the Floyd County Athletic Handbook for the 2022-23 School Year

OO. *Consider/Approve agreement between Northern Kentucky University and Floyd County Schools to offer Dual Credit Opportunities to Floyd County Students

PP. *Consider/Approve the recommended draft for the first reading of the Floyd County 2022-2023 Student Handbook and Code of Conduct

7. Executive Session to Discuss (Litigation, Property, Personnel, and Expulsions), KRS 61.810

8. Adjournment

Order #20079 - Motion Passed: Motion to adjourn passed with a motion by Dr. Chandra Varia and a second by Mr. Keith Smallwood.

5 Yeas - 0 Nays

Ms. Linda Gearheart	Yes
Mr. William Newsome	Yes
Dr. Chandra Varia	Yes
Mr. Steve Slone	Yes
Mr. Keith Smallwood	Yes

CHAIR

SECRETARY