

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: November 7, 2016

SUBJECT: Judicial District Manager Lease – Court Services Building

PRESENTER: Amy Brantley

ATTACHMENTS: Yes

1. Letter from NCDPS on Lease Agreement Terms
2. Proposal to Lease to the State of North Carolina
3. Lease Proposal from Department of Public Safety

SUMMARY OF REQUEST:

Attached for Board approval is a lease proposal for the Department of Public Safety's Judicial District Manager in the County's Court Services Building at 1347 Spartanburg Highway. The lease rate for the 836 +/- sf to be occupied is \$8.75, for a total annual lease amount of \$7,315.

The attached letter from NCDPS on the Lease Agreement Terms explains that initially, the space was to be expanded from 621 sf to 836 sf, on or around November 1, 2015. However, occupancy in the additional space was delayed past the original effective date of the lease. The proposed term of the lease is from November 1, 2016 through October 31, 2019.

BOARD ACTION REQUESTED:

The Board is requested to approve the attached lease proposal between Henderson County and the State of North Carolina for the period of November 1, 2016 through October 31, 2019, and authorize the County Manager to execute documentation on behalf of Henderson County.

Suggested Motion(s):

I move the Board approve the attached lease proposal between Henderson County and the State of North Carolina for the period of November 1, 2016 through October 31, 2019, and authorize the County Manager to execute documentation on behalf of Henderson County.



North Carolina Department of Public Safety

Purchasing and Logistics

Pat McCrory, Governor
Frank L. Perry, Secretary

Gregory K. Baker, Commissioner
Joanne B. Rowland, Director

October 17, 2016

Steve Wyatt
Henderson County Manager
100 N. King Street
Hendersonville, NC 27699

RE: Lease Agreement for Office Space Located at 1347 Spartanburg Highway, Suite 4,
Hendersonville, Henderson County, North Carolina

Dear Mr. Wyatt

Due to unforeseen circumstances, occupancy at the above referenced location was delayed past the original effective date in the lease. To obtain full benefit of the lease the Department of Administration approval and your proposal, this letter is to formally change the term to reflect the actual occupancy. The term of this three (3) year Lease Agreement shall commence on the 1st day of November, 2016 and terminate on the 31st day of October 2019.

If you are in agreement with the intent and purpose of this letter please sign below where indicated and e-mail back to me at ronald.moore@ncdps.gov. If you have questions, feel free to call me at (919) 324-6467.

Sincerely,

Ron Moore,
Real Property Manager

Agreed to by: _____ Date _____

cc: Boyce Fortner, Division IV Administrator
Angela Conyers, Accounting, DPS
Troy Baker, SPO, DOA

MAILING ADDRESS:
3030 Hammond Business Place
4227 Mail Service Center
Raleigh, NC 27699-4200
www.ncdps.gov



OFFICE LOCATION:
3030 Hammond Business Place
Raleigh, NC 27603-3666
Telephone (919) 743-8141
Fax (919)-715-3731

THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL. THE STATE RESERVES THE RIGHT TO REJECT ANY PROPOSAL FOR ANY REASON IT DEEMS WARRANTED. FAXED OR E-MAILED PROPOSALS ARE NOT ACCEPTABLE.

PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA - PO-28

1. NAME OF LESSOR: County of Henderson 2. LESSOR'S AGENT: Steve Wyatt, County Manager

INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE: A. PROPRIETORSHIP B. PARTNERSHIP C. CORPORATION D. GOVERNMENTAL E. NON-PROFIT F. *** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES G. OTHER: TAX I.D. #

MAILING ADDRESS: 100 N. King Street MAILING ADDRESS
 CITY: Hendersonville ZIP: 28792 CITY: ZIP:
 PHONE# 828-694-6526 FAX# 828-697-4536 PHONE#: FAX#:
 E-MAIL: E-MAIL:

3. SPACE LOCATION: (including building name, floors involved & suite or room numbers unless entire floor)
Henderson Court Services Building

STREET ADDRESS CITY COUNTY ZIP CODE
1347 Spartanburg Hwy., Hendersonville Henderson 28792

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED A. OFFICE 836 B. WAREHOUSE C. OTHER

6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in Specifications (PO-27)

A. DESIRED PROPOSAL (See PO-27 Items VI and XII-A)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	REQUIRED PARKING
OFFICE	836	\$7315	\$8.75	YES	YES	YES	
WAREHOUSE							
OTHER							
TOTALS			XXXX	XXXX			XXXX

Lessor will provide () employee parking spaces in above proposal at no additional charge to the State. (See explanation in PO-27 item VI - Parking)

Comments:
ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL

B. OPTIONAL ALTERNATE PROPOSAL NO. 1 (See PO-27 ITEMS VI AND XII-B)
 (FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES YES/NO	JANITORIAL SERVICES YES/NO	WATER/SEWER YES/NO
OFFICE						
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	

Lessor will provide () clientele parking spaces and () employee parking spaces

Comments:

7. LEASE TERM: 3 YEARS BEGINNING DATE: 11/1/2015

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS:

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. The proposed building must have facilities for handling materials to be recycled such as plastics, aluminum, waste paper and cardboard.

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos? YES X NO
 Is the proposed building free of hazardous lead paint? YES X NO

DEPARTMENT: PUBLIC SAFETY DIVISION: Community Corrections
 CITY: SQUARE FEET: AGENT:

CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:

9. ADDITIONAL INFORMATION

10. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped and applicable sections of the State Building Code Volumes I-V?

X YES NO PARTIALLY

EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:

11. This proposal is made in compliance with the specifications furnished by Dept of Public Safety... I am aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):

I am aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):

(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this proposal, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Jerry Tucker

Printed Name of Lessor

Signature of Lessor

Date

MAILING / DELIVERY INSTRUCTIONS

To be considered this proposal must be received by the State Property Office prior to 4:00 PM on the cutoff. No faxed or e-mailed proposals will be accepted. PHONE: 919-807-4650 Delivery Address if Delivered In Person: Director, State Property Office, Room 4066, Administration Building, 116 West Jones Street, Raleigh, North Carolina Mailing Address if Sent Through Mail Service: State Property Office, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321

ENVELOPE SHOULD BE MARKED:

- (a) Lease proposal Enclosed (b) Cutoff Date for Receiving Proposals (c) Name of State Agency involved.

NOTE: Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage:

- 1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions. 2. Deduct from the inside area the following: a. Toilets and lounges b. Entrance and elevator lobbies c. Corridors d. Stairwells e. Elevators and escalator shafts f. Building equipment and service areas g. Stacks, shafts, and interior columns h. Other space not usable for State purposes

*Deduct if space is not for exclusive use by the State. Multiple State leases require a, b, and c to be deducted. The State Property Office may make adjustments for areas deemed excessive for State use.

DEPARTMENT: PUBLIC SAFETY

DIVISION: VARIOUS

CITY:

SQUARE FEET:

AGENT:

CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM

DATE:

FORM (PO-28)

(11/2009)

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF HENDERSON

THIS LEASE AGREEMENT, made and entered into this the 17th day of December, 2015, by and between, **COUNTY OF HENDERSON** hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

WITNESSETH:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7th, 1999, and

WHEREAS, the Department of Administration has delegated to this State Agency the authority to execute this lease agreement by memorandum dated the 17th day of April, 1985; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **Town of Hendersonville, County of Henderson**, North Carolina, more particularly described as follows:

Being ± 836 net square feet of office space located at 1347 Spartanburg Highway, Suite 4, Hendersonville, Henderson County, North Carolina.

(DEPARTMENT OF PUBLIC SAFETY – DIVISION OF ADULT CORRECTION)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of **three (3) years**, commencing on the **1st day December of, 2015**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th day of November, 2018**.

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$7,315.00** Dollars per annum, which sum shall be paid in equal monthly installments of **\$609.58** Dollars, said rental to be payable within fifteen (15) days from receipt of invoice.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee:

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal including provision for the handling of recyclable items such as aluminum cans, cardboard and paper.
- C. Maintenance of lawns, sidewalks, shrubbery, paved areas and common areas is required.
- D. All Utilities except Telephone
- E. Parking.
- F. Janitorial services and supplies.
- G. Elevator Service, if applicable.
- H. Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to accessible restroom.
- I. All fire or safety inspection fees and stormwater fee shall be paid by lessor.
- J. All land transfer tax/fees imposed by the County or City which the space is located.
- K. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form PO-28 and "Specifications for Non-advertised Lease".

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.



13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **100 N. King Street, Hendersonville, North Carolina 28792**. The Lessee at **4227 Mail Service Center, Raleigh, North Carolina 27699-4227** with a copy to **State Property Office, Attn: Leasing Manager, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

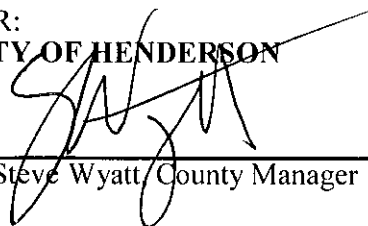
15. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

LESSEE:
STATE OF NORTH CAROLINA

By:  (SEAL)
Speros Fleggas
Department of Administration 

LESSOR:
COUNTY OF HENDERSON

By:  (SEAL)
Steve Wyatt, County Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

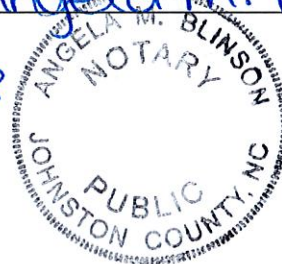
I, Angela M. Blinson a Notary Public in and for the County and State aforesaid, do hereby certify that **Speros Fleggas**, personally appeared before me this date and acknowledged the due execution by him of the foregoing instrument on behalf of the Department of Administration of the State of North Carolina, for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the 17th day of December, 2015.

Angela M. Blinson
Notary Public

Printed Name: Angela M. Blinson

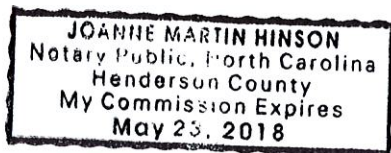
My Commission expires October 14, 2018



STATE OF NORTH CAROLINA
COUNTY OF Henderson

I, JoAnne Martin Hinson a Notary Public in the County of Henderson and for the State aforesaid, do hereby certify that **Steve Wyatt**, personally came before me this day and acknowledge that he/she is **County Manager**, and that by authority and given as an act of **Henderson County** and acknowledged the due execution of the foregoing instrument in its name.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the 23rd day of November, 2015.



JoAnne Martin Hinson
Notary Public
JoAnne Martin Hinson
Printed Name

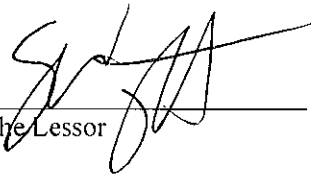
My Commission expires May 23, 2018

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. A floor plan to scale or a plan with room dimensions is required. Plan should show building exits for the proposed space. Also provide the year the building was constructed.
2. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.
3. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7 day per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
6. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
7. Lessor shall provide internal and external sign that will provide easy identification of the office by the general public.
8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
9. Lessor shall shampoo all carpet and clean the outside of the building windows annually.
10. Lessor shall be responsible for snow removal as quickly as possible to avoid work delays.
13. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to: all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.
14. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.
15. All parking areas shall be adequately lighted and located within a reasonable distance of the office.

16. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.

Lessor is in agreement with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form PO-28.

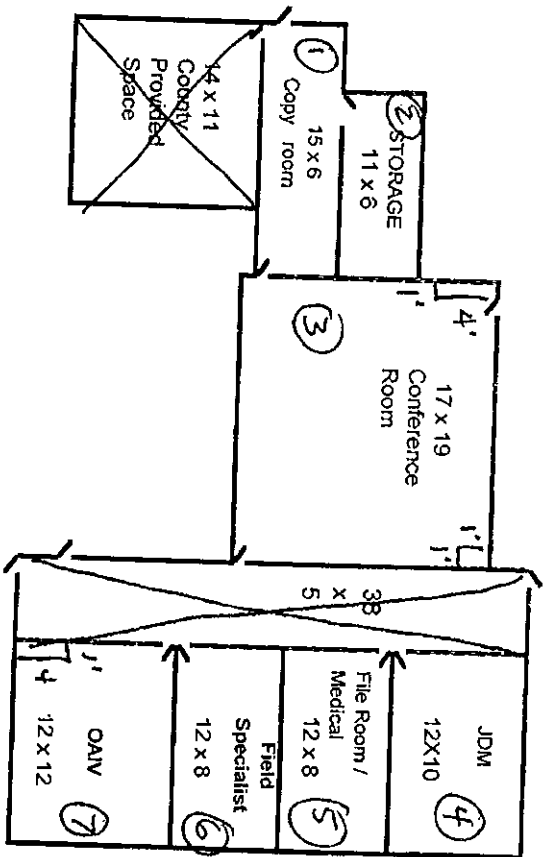


Signature of the Lessor

11-23-15

Date

Judicial District 29
 1347 Spartanburg Hwy
 Hendersonville, NC 28792
 Total Square Footage: 1125



- ① 15 x 6 90 sf
- ② 11 x 6 66 sf
- ③ (17 x 19) - 4 - 1 318 sf
- ④ 12 x 10 120 sf
- ⑤ 12 x 8 96 sf
- ⑥ 12 x 8 96 sf
- ⑦ (12 x 12) - 4 120 sf

906 sf