



Fulton County Board of Commissioners
Agenda Item Summary

18-0990

BOC Meeting Date
 12/19/2018

Requesting Agency

Real Estate and Asset Management

Commission Districts Affected

All Districts

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution to approve the Third Amendment to Lease Agreement between Fulton County, Georgia, a political subdivision of the state of Georgia (Tenant) and Goode Van Slyke Properties, LLC, a Georgia limited liability company (Landlord), to extend the term for five (5) years for the purpose of providing space for the MLK Jr. Branch Library; authorizing the Chairman to execute the Third Amendment to Lease Agreement and related documents; and for other purposes.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

According to O.C.G.A. § 36-60-13, each County or municipality in this state shall be authorized to enter into multiyear lease, purchase, or lease purchase contracts of all kinds for the acquisition of goods materials, real and personal property, services and supplies.

Is this Item related to a Strategic Priority Area? *(If yes, note strategic priority area below)*

Yes All People trust government is efficient, effective, and fiscally sound

Is this a purchasing item?

No

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Scope of Work: Fulton County Libraries provide all residents with access to reading materials, information resources, quiet areas for studying, and centralized locations for community meetings. Approval by the Fulton County Board of Commissioners is required to extend the current lease term for the M. L. King Branch Library located at 409 John Wesley Dobbs Ave., Atlanta, Georgia. In accordance with County policy, the approval of the Board of Commissioners is required for all contractual agreements involving the County.

Pending approval, the extended lease term will be for a period of 5 (five) years.

Community Impact: The extension of the current lease will allow the residents of this community and the public to continue its use of the library from this location.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the Fulton County Board of Commissioners to extend the current lease.

Project Implications: None.

Agency Director Approval		County Manager's Approval
Typed Name and Title Ellis G. Kirby, LEED AP, CEM, CEFP, Deputy Chief Operating Office of the County Manager	Phone 404-612-5919	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Community Issues/Concerns: None.

Department Issues/Concerns: None.

History of BOC Agenda Item: The original lease was approved by the Fulton County Board of Commissioners on February 18, 2004 (Agenda Item #04-0226). The first and second amendments were approved on January 21, 2009 (Agenda Item #09-0140) and January 8, 2014 (Agenda Item #14-0004), respectively.

Contract & Compliance Information

(Provide Contractor and Subcontractor details.)

Agency Director Approval		County Manager's Approval
Typed Name and Title Ellis G. Kirby, LEED AP, CEM, CFP, Deputy Chief Operating Office of the County Manager	Phone 404-612-5919	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

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Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				

Total Contract Value	.
Total M/FBE Values	.
Total Prime Value	.

Fiscal Impact / Funding Source *(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*
 Monthly rental payments of \$7,912.00 will be paid from funding line 100-650-6547-1121

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Resolution

Exhibit 2: Third Amendment to Lease Agreement

Source of Additional Information *(Type Name, Title, Agency and Phone)*

Michael Graham, Land Administrator 404-612-7884

Agency Director Approval		County Manager's Approval
Typed Name and Title Ellis G. Kirby, LEED AP, CEM, CEFP, Deputy Chief Operating Office of the County Manager	Phone 404-612-5919	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Procurement

Contract Attached: .	Previous Contracts: .		
Solicitation Number: .	Submitting Agency: .	Staff Contact: .	Contact Phone: .

Description:.

FINANCIAL SUMMARY

Total Contract Value:		MBE/FBE Participation:	
Original Approved Amount: .		Amount: .	%: .
Previous Adjustments: .		Amount: .	%: .
This Request: .		Amount: .	%: .
TOTAL: .		Amount: .	%: .

Grant Information Summary:

Amount Requested: .	<input type="checkbox"/>	Cash
Match Required: .	<input type="checkbox"/>	In-Kind
Start Date: .	<input type="checkbox"/>	Approval to Award
End Date: .	<input type="checkbox"/>	Apply & Accept
Match Account \$: .		

Funding Line 1: .	Funding Line 2: .	Funding Line 3: .	Funding Line 4: .
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KEY CONTRACT TERMS

Start Date: .	End Date: .
Cost Adjustment: .	Renewal/Extension Terms: .

ROUTING & APPROVALS
(Do not edit below this line)

X	Originating Department:	Kirby, Ellis	Date: 12/10/2018
X	County Attorney:	Stewart, Derval	Date: 12/9/2018
.	Purchasing/Contract Compliance:	.	Date: .
.	Finance/Budget Analyst/Grants Admin:	.	Date: .
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 12/10/2018

1 **A RESOLUTION APPROVING THE THIRD AMENDMENT TO LEASE AGREEMENT**
2 **BETWEEN FULTON COUNTY, GEORGIA, A POLITICAL SUBDIVISION OF THE**
3 **STATE OF GEORGIA (TENANT) AND GOODE VAN SLYKE PROPERTIES, LLC, A**
4 **GEORGIA LIMITED LIABILITY COMPANY (LANDLORD) TO EXTEND THE LEASE**
5 **TERM FOR THE PURPOSE OF PROVIDING LIBRARY SERVICES; AUTHORIZING**
6 **THE CHAIRMAN TO EXECUTE THE THIRD AMENDMENT TO LEASE AGREEMENT**
7 **AND RELATED DOCUMENTS; AND FOR OTHER PURPOSES.**

8 **WHEREAS**, Fulton County, Georgia , (“Fulton County”) is a political subdivision of
9 the State of Georgia, existing as such under and by the Constitution, statutes, and laws
10 of the State of Georgia; and
11

12 **WHEREAS**, the General Assembly of Georgia proposed an amendment to the
13 Constitution of Georgia in 1982 (Georgia Laws 1982, page 4174 as amended by
14 Georgia Laws 2004, page 4347), authorizing the General Assembly to provide for the
15 creation of a county-wide public library system in any county having a population of
16 550,000 or more according to the 1980 Census or any future census, which amendment
17 was ratified by-the electors in the General Election of 1982; and
18

19 **WHEREAS**, the Fulton County Library System is composed of the Central Library
20 and the Auburn Avenue Research Library, with thirty three branch libraries inclusive of
21 the Martin Luther King Jr. Branch Library ; and

22 **WHEREAS**, the Fulton County Library System is engaged in a \$275 million capital
23 improvement program that is funded by a library bond referendum approved by Fulton
24 County voters in 2008; and

25 **WHEREAS**, it is the desire of Fulton County and Goode Van Slyke Properties, LLC,
26 to enter into a lease extension agreement for the purpose of extending the current lease
27 agreement for the location being utilized as the Martin Luther King Jr. Branch Library for
28 an additional five years, specifically 409 John Wesley Dobbs Avenue, Atlanta, Georgia
29 30312; and

30 **WHEREAS**, Article 9, § 2, Par. 1(a) of the Georgia Constitution states in part “[t]he
31 governing authority of each county shall have legislative power to adopt clearly
32 reasonable ordinances, resolutions, or regulations relating to its property, affairs, and
33 local government for which no provision has been made by general law and which is not
34 inconsistent with this Constitution or any local law applicable thereto.”

35 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
36 approves the Third Amendment to Lease Agreement with Goode Van Slyke Properties,
37 LLC, to extend the term of the Lease, in substantially the form attached hereto as
38 Exhibit “A.”

1 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners is
2 hereby authorized to execute the Third Amendment to Lease Agreement between
3 Fulton County and Goode Van Slyke Properties, LLC, after approval as to form by the
4 County Attorney.

5 **BE IT FURTHER RESOLVED**, that this Resolution shall become effective upon its
6 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
7 are hereby repealed to the extent of the conflict.

8 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
9 Georgia, this _____ day of _____, 2018.

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FULTON COUNTY BOARD OF
COMMISSIONERS

By: _____
Robert L. Pitts, Chairman,
Fulton County Board of Commissioners

ATTEST:

Jessie Harris, Clerk to the Commission

APPROVED AS TO FORM:

Patrise Perkins-Hooker, County Attorney

THIRD AMENDMENT TO LEASE

This Third Amendment to the Lease Agreement (the “Third Amendment”) is made and entered into on this ____ day of _____, 2018 by and between Goode Van Slyke Properties, LLC, a Georgia limited liability company, (herein after referred to as “Lessor”) whose address for the purposes hereof is 409 John Wesley Dobbs, Suite 100, Atlanta, Georgia, 30312 and Fulton County Georgia, a political sub-division of the State of Georgia (herein after referred to as “Lessee”) whose address for the purposes hereof is 141 Pryor Street, SW, Atlanta, Georgia, 30303 for the Fulton County Library System, Martin Luther King Jr. Branch Library.

WITNESSETH

Whereas, Lessor and Lessee entered into that certain Lease Agreement (“Lease Agreement”) dated February 18, 2004 (the “Lease”) for an original term of 5 years, with a commencement date of April 1, 2004 and a termination date of December 31, 2008; and

Whereas, the term of the Lease Agreement was subsequently extended to a new termination date of December 31, 2013 by means of a First Amendment to Lease between Lessor and Lessee dated November 19, 2008 (the “First Amendment”); and

Whereas, the term of which was subsequently extended again to a new termination date of December 31, 2018 by means of a Second Amendment To Lease between Lessor and Lessee dated December 16, 2013 (the “Second Amendment”), whereupon the Lessee has leased from the lessor the demised premises described as: 4,128 square feet of library/office space located at 409 John Wesley Dobbs, Atlanta, Fulton County Georgia 30312 (Demised premises’); and

Whereas, the purpose of this third amendment (“Third Amendment”) is to extend the term of the existing lease and amendments based on Lessor’s and Lessee’s desire and mutual consent to extend the Lease to provide library services to the residents of Atlanta-Fulton County; and

Whereas, Lessee has continuously occupied the Demised Premises under the terms and conditions of the Lease Agreements and the First and Second Amendments; and

Whereas, Lessor and Lessee now desire to extend by this Third Amendment the Term of the Lease Agreement as extended by the First Amendment and the Second Amendment for a period of five (5) additional years (the “Extended Term”) which will consist of a Base Term and four (4) optional one year terms which shall commence on January 1st of each option year and shall terminate on December 31st of each optional year.

Now therefore, for and in consideration of the specified rent and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby covenant and agree as follows:

1. TERM:

Lessee takes and accepts from Landlord the Demised Premises as described above upon the terms and conditions herein contained and in their present condition and as suited for the intended and continued use by Lessee, and to have and to hold the same for the Term of this Third Amendment.

Pursuant to O.C.G.A., Section 36-60-13, the Base Term of this Third Amendment shall be for one (1) year which shall begin on January 1, 2019 (the “Commencement Date”) and shall end on December 31st 2019 (the “Termination Date”). The Third Amendment shall renew annually thereafter for four (4) optional consecutive one year terms which shall begin on January 1st of each year and end on December 31st of each year at the indicated Rate in Section 2 (Rental), unless terminated sooner by either party as provided for in the Lease Agreement. In no event shall this Third Amendment extend beyond December 31st, 2023 unless extended by mutual consent. If the termination date falls on a weekend or national holiday the Term shall be extended to midnight of the next business day provided Lessee is not in default under the terms and conditions as outlined in the Lease attached hereto.

2. RENTAL:

This Third Amendment shall obligate Lessee to pay Lessor only the sums of Rent due for the Base Term or, in the event of a renewal of the Third Amendment for an optional term, the sums of Rent due during an executed optional renewal term of the Third Amendment.

During the Term of the Third Amendment, Lessee shall pay Lessor monthly installments of "Minimum Rent" in advance of the first (1st) day of each month, without demand by Lessor, deduction or set off hereunder as indicated below.

Commencing on January 1, 2019, the rent payable from Tenant to Landlord under the Extended Lease Term shall be Seven Thousand Nine Hundred Twelve And 00/100 (\$7,912.00) per month (the "Rent"). Commencing on January 1, 2020 and on the beginning of each Renewal Term thereafter, rent due under the Lease shall increase by an amount equal to three percent (3%) of the then current Rent. Notwithstanding anything to the contrary contained in the Lease, all rent and any other payments expressly required to be paid by Tenant to Landlord under this Lease Amendment shall be paid to Goode Van Slyke Properties, LLC. The escalations in this Section shall be the only escalations to the Rent and any/all escalations in the Lease are hereby null and void and of no further force and effect. :

- 1.) Base Term – January 1, 2019 through December 31, 2019.
Rent: \$94,944.00 per year, \$7,912.00 per month.
- 2.) Optional Term 1 – January 1, 2020 through December 31, 2020.
Rent: \$97,792.32 per year, \$8,149.36 per month.
- 3.) Optional Term 2 – January 1, 2021 through December 31, 2021.
Rent: \$ 100,726.09 per year, \$ 8,393.84 per month.
- 4.) Optional Term 3 – January 1, 2022 through December 31, 2022.
Rent: \$ 103,747.87per year, \$ 8,645.66 per month.
- 5.) Optional Term 4 – January 1, 2023 through December 31, 2023.
Rent: \$ 106,860.31per year, \$ 8,905.03 per month.

All Terms and Conditions of the Lease Agreement as amended by the First Amendment and the Second Amendment, except as modified herein by this Third Amendment, shall remain in full force and effect for the duration of the Third Amendment.

Except as herein expressly modified or amended, the terms and conditions of the Lease are hereby ratified and confirmed; PROVIDED however that to the extent, if any, that the terms of the provisions of this Third Amendment conflict with the terms in the Lease this Third Amendment shall control.

3. REPAIRS BY LANDLORD:

Lessor shall cause that work to be done as described in the Landlord Work Letter attached hereto as Exhibit A within thirty (30) days of the execution of this Agreement.

[Signatures on next page]

IN WITNESS HEREOF, the said parties have hereunto set their seals by their duly authorized agents, the day and year first set above written.

“LESSEE”

“LESSOR”

Fulton County, a political subdivision
of the State of Georgia.

Goode Van Slyke Properties, LLC,
a Georgia Limited Liability Co.

By _____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

By _____
Paul K. Van Slyke, Partner

ATTEST:

ATTEST:

By _____
Jessie A. Harris, Clerk to the Commission

By _____

APPROVED AS TO FORM
This _____ day of _____, 2018

Office of Fulton County Attorney

Exhibit A
Landlord Work Letter

Within thirty (30) days of the execution of this Agreement, Landlord's Work shall be performed in a first-class manner, using new and first-class, quality materials. All work shall be constructed and installed in accordance with all applicable laws, ordinances, codes and rules and regulations of governmental authorities. Landlord work shall include the following tasks:

1. Landlord shall complete touch painting of leased area to include interior walls, office areas and bathrooms.
2. Landlord shall relocate the electrical outlet for office copying machine to an alternate location to be confirmed by the tenant.
3. Landlord shall replace carpet steps and install new flooring on the steps.
4. Landlord shall make repairs and complete corrective actions to roofing to prevent leaks.