## MECKLENBURG COUNTY BOARD OF COMMISSIONERS RESOLUTION AUTHORIZING LEASE OF PROPERTY TO JOHN AND HRESANTHE GEORGOPOULOS OWNERS OF LITTLE VILLAGE GRILL

**WHEREAS**, Mecklenburg County is the owner of the Government District Parking Deck, located at 901 E. 4<sup>th</sup> Street, Charlotte, NC, parts of which were designed for use as retail space; and

**WHEREAS,** John and Hresanthe Georgopoulos, owners of Little Village Grill, have submitted a proposal to lease one retail space attached to the Government District Parking Deck at 4<sup>th</sup> and McDowell Streets; and; and

**WHEREAS,** Collier's International, the real estate firm secured by the County to obtain tenants for the retail portion of the parking deck is in agreement with the following proposed business terms:

Location

901 E. 4<sup>th</sup> Street, Suite A

**Total Square Footage** 

1,457 SF

Lease Term

Five (5) years & Six (6) Months

**Option to Renew** - One extension option: Four (4) years and one hundred and seventy-nine (179) days

**Base Lease Rate** 

\$20.00 per sq. ft. (29,140/yr.)

**Annual Increases** 

Years 2-5.5: 3% annually; Option Years: 3% annually

## Revenue (Years 1-5)

Year 1 (Months $1-6$ )	\$0.00	
Year 1 (Months $7 - 12$ )	\$20.00/SF	\$2,428/month
Year 2 (Months 13 – 24)	\$20.60/SF	
Year 3 (Months $25 - 36$ )	\$21.22/SF	
Year 4 (Months 37 – 48)	\$21.85/SF	
Year 5 (Months 49 – 60)	\$22.51/SF	
Year 6 (Months 61 – 66)	\$23.19/SF	

**Insurance -** Tenant is required to maintain liability, property, Worker's Compensation and Professional Errors & Omissions insurance.

Maintenance & Janitorial- Tenant is responsible for all maintenance and janitorial services required within the Premises. Tenant shall be responsible for building systems within the Premises including, but not limited to, fire alarm, electrical, and plumbing. Tenant agrees to

enter into a service contract for preventive maintenance of HVAC equipment, including regular inspections. Tenant is responsible for HVAC repairs under \$5,000.

For major HVAC repairs exceeding \$5,000, Landlord agrees to contribute to a replacement unit by waiving Tenant's Base Rent for three (3) consecutive months.

**Common Area Maintenance** - In addition to Base Rent (Revenue), Tenant will pay Landlord their pro-rata share of the exterior maintenance, landscaping, trash removal and general maintenance. Tenant's pro-rata share amount in year 1 is estimated to be \$404.32/month.

**Delivery of Premises -** Tenant to take Premises "as is".

**Commission** - County shall pay a total of 4% commission on the guaranteed base rent for years 1-5 to County's broker, Steve Rich of Colliers International. The total commission to be paid by the County for Little Village Grill will be \$6,281.15.

WHEREAS, the County's Asset and Facility Management Department has determined that the space that John and Hresanthe Georgopoulos, owners of Little Village Grill, desire to lease will not be needed by the County during the term of the lease; and

**WHEREAS**, pursuant to G.S. 160A-272 the Board of Commissioners has determined that it would be in the public interest for it to agree to the arrangement proposed by John and Hresanthe Georgopoulos, owners of Little Village Grill; now, therefore, be it

**RESOLVED** that the Mecklenburg County Board of Commissioners does hereby approve a lease arrangement with John and Hresanthe Georgopoulos, owners of Little Village Grill as described above, and authorizes and directs the County Manager, or his designee, to negotiate and execute a formal lease agreement with John and Hresanthe Georgopoulos, owners of Little Village Grill, consistent with the business terms outlined above.

Adopted the 5th day of June, 2018.

Approved as to Form:

County Attorney

Clerk to the Board

