

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: MARCH 13, 2017 AGENDA ITEM NUMBER: 13

**SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A LEASE OF COUNTY PROPERTY TO DUNCAN THOMAS PRIEST D/B/A COFFEE PARK TO OPERATE A COMMISSARY AT THE FORSYTH COUNTY CENTRAL LIBRARY**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

**SUMMARY OF INFORMATION:**

See attached

ATTACHMENTS:  YES  NO

SIGNATURE: *J. Audrey White, Jr. /cdh* DATE: March 8, 2017  
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF A LEASE OF COUNTY PROPERTY  
TO DUNCAN THOMAS PRIEST D/B/A COFFEE PARK TO OPERATE A  
COMMISSARY AT THE FORSYTH COUNTY CENTRAL LIBRARY**

**WHEREAS**, pursuant to the authority provided in N.C.G.S. 160A-272, Forsyth County staff received a proposal and negotiated a one-year lease agreement with Duncan Thomas Priest d/b/a Coffee Park to operate a commissary at the Forsyth County Central Library to sell coffee and other beverages and wrapped snacks and bakery items utilizing leased space consisting of 285 square feet and equipment; and

**WHEREAS**, the leased space will not be needed by Forsyth County for any County purpose during the term of the proposed lease; and

**WHEREAS**, Duncan Priest will compensate Forsyth County for the lease of the Library space and equipment at the rate of 5% of his gross sales at the Central Library, not to exceed \$1,000 in any one month;

**NOW, THEREFORE, BE IT RESOLVED** that the Forsyth County Board of Commissioners, pursuant to the authority provided in N.C.G.S. 160A-272, hereby authorizes execution of a one-year lease agreement between Forsyth County and Duncan Thomas Priest d/b/a Coffee Park to operate a commissary at the Forsyth County Central Library utilizing leased space consisting of 285 square feet and related equipment at a rate of 5% gross sales, not to exceed \$1,000 in any one month, which space will not be needed by Forsyth County for County purposes during the term of said lease.

**BE IT FURTHER RESOLVED** that the County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, a lease agreement with Duncan Thomas Priest d/b/a Coffee Park to operate a commissary at the Forsyth County Central Library, under the terms outlined herein, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

Adopted this 13<sup>th</sup> day of March 2017.

# *Forsyth County Central Library Commissary Agreement*

## **Vendor**

Duncan Thomas Priest II d/b/a "Coffee Park" operating as a "sole proprietor."  
NC Department of Revenue Registration: 600909903

## **Proposal**

Duncan Thomas Priest II d/b/a "Coffee Park" proposes to operate a commissary at the Forsyth County Central Library located at 660 West Fifth Street, Winston-Salem, NC 27101. The commissary anticipates offering brewed coffee, espresso beverages, frozen drinks, bottled drinks, and wrapped snacks and bakery items. Food will not be prepared on the premises.

## **Lease Space**

The lease space designated to Duncan Thomas Priest II d/b/a "Coffee Park" is approximately 285 square feet as identified on "Attachment A." This space includes a service counter, refrigerated display units, an ice maker, 240 v outlet service for an espresso machine and blender, storage cabinets, sink, work area, a storage room with an industrial refrigerator.

## **Hours of Operation**

|     |   |                   |
|-----|---|-------------------|
| M   | - | 8am-8pm (12 hrs.) |
| Tu  | - | 8am-8pm (12 hrs.) |
| Wed | - | 8am-8pm (12 hrs.) |
| Th  | - | 8am-6pm (10 hrs.) |
| Fri | - | 8am-6pm (10 hrs.) |
| Sat | - | 9am-4pm ( 7 hrs.) |
| Sun | - | 12pm-4pm (4 hrs.) |

Duncan Thomas Priest II d/b/a/ "Coffee Park" has the ability to negotiate with Library management on behalf of the County regarding added hours to accommodate special events like, for example, remaining open until 9pm for the Arts District Gallery Hop.

## **Compensation**

Duncan Thomas Priest II d/b/a "Coffee Park" will compensate Forsyth County Local Government 5% of gross sales as provided by cash register journal tapes or square-generated reports as verification of sales.

Payments in any one month are not-to-exceed \$1,000 during Year 1 of the agreement.

## **Maintenance**

Forsyth County agrees to repair or replace any County-owned equipment damaged through normal wear and tear so as not to unnecessarily inconvenience Duncan Thomas Priest II d/b/a "Coffee Park."

Duncan Thomas Priest II d/b/a "Coffee Park" agrees to repair or replace equipment supplied by his business.

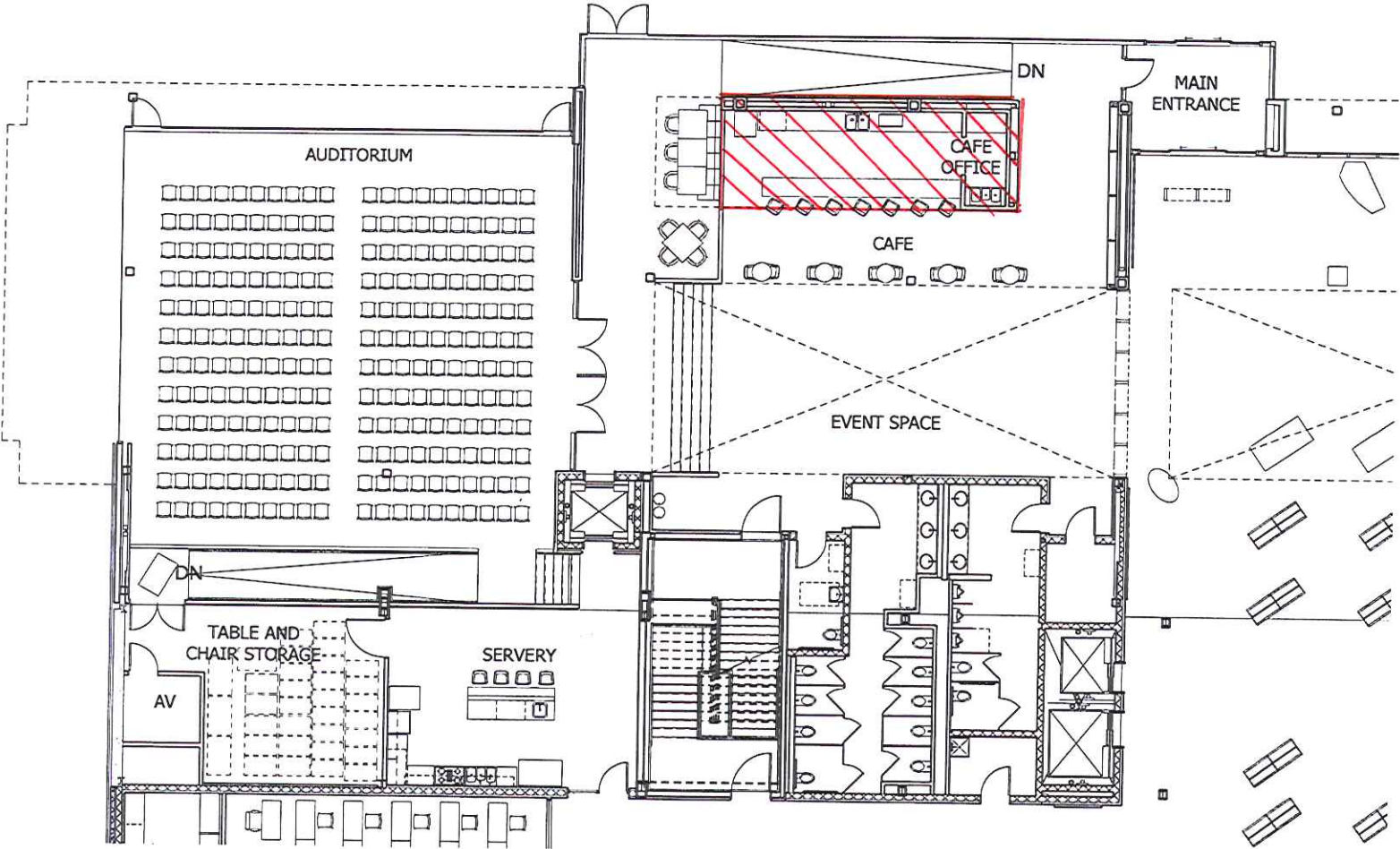
Duncan Thomas Priest II d/b/a "Coffee Park" will be responsible for daily housekeeping and disposal of trash in the lease area.

Deliveries to and from the Cafe will be received from the basement parking area and elevator bank.

**Termination**

Either party reserves the right to terminate this agreement with 30 days written notice to the other party.

EXHIBIT A



March 30, 2015

Forsyth County Central Library  
ENLARGED FIRST FLOOR PLAN



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