



**ROWAN COUNTY COMMISSION AGENDA  
SPECIAL MEETING**

**October 27, 2020 - 4:00 PM**

**Join from a PC, Mac, iPad, iPhone or Android device:**

**<https://bit.ly/rowanboc1027>**

**Password: 102720**

**Or join by phone:**

**Dial: (602) 753-0140 (720) 928-9299 (213) 338-8477**

**Webinar ID: 943 9321 8070**

**Password: 102720**

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Call to Order

Invocation

- Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Approval of the Agenda

*Board members are asked to voluntarily inform the Board if any matter on the agenda might present a conflict of interest or might require the member to be excused from voting.*

- 1 Receive and Approve Bid Results for Phase 2 Design Solutions
- 2 Consider Access Agreement with Perkins Cafeteria
- 3 Adjournment

*Citizens with disabilities requiring special needs to access the services or public meetings of Rowan County Government should contact the County Manager's Office three days prior to the meeting by calling (704) 216-8180.*

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** October 22, 2020  
**SUBJECT:** Receive and Approve Bid Results for Phase 2 Design Solutions

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Bids for the COVID-19 construction will be opened at 2:00 p.m. on October 27, 2020 and the results will be presented to the Commissioners during the board meeting.

**ATTACHMENTS:**

**Description**

**Upload Date**

**Type**

No Attachments Available

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** County Attorney Jay Dees  
**DATE:** October 22, 2020  
**SUBJECT:** Consider Access Agreement with Perkins Cafeteria

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Action 1: Attached is my draft Access Agreement for Tuesday's special called meeting. This will give them access to begin cleaning and installing equipment and training employees while we run the notice of our intent to lease the former K&W Restaurant site to Perkins. The request is to approve the Access Agreement.

Action 2: I am also attaching my draft Resolution that will be formally considered during the December 7, 2020 agenda. However, you should include this in Tuesday's agenda in order to make a second motion instructing staff to publish a notice of your intent to enter into a lease with Perkins consistent with the draft Resolution and place the Resolution on the December 7, 2020 agenda.

Also attached is the Exhibit A Leased Area that will be attached to the Access Agreement and Resolution.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Access Agreement	10/26/2020	Cover Memo
Lease Area - Exhibit A Outlines	10/26/2020	Cover Memo
Resolution	10/26/2020	Cover Memo

## **ACCESS AGREEMENT**

**THIS ACCESS AGREEMENT** (the “Agreement”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2020 by and among **ROWAN COUNTY** (“Lessor”), and **PERKINS MANAGEMENT COMPANY, INC.**, a Delaware corporation authorized to do business in North Carolina (“Lessee”).

**WHEREAS**, Lessee and Lessor contemplate the approval and execution of a lease agreement on December 7, 2020 (the “Lease Agreement”) for a portion of that certain property located in Rowan County, North Carolina, being shown as Tax Map 331 Parcel 2240001 of the Rowan County Tax Office, and as more particularly described or depicted on Exhibit A attached hereto, and Lessee and Lessor have agreed that Lessee may have access to the Property prior to the execution of such Lease Agreement in order to begin cleaning, installation of equipment and training employees.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, including without limitation the consideration described below, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Access. Lessor hereby grants to Lessee, its Contractors, and their employees, independent contractors, agents, successors and assigns the right to enter upon the Property and to obtain necessary permits and inspections, clean the premises, install equipment and train employees. All costs and expenses incurred in connection with Lessee’s activities pursuant to this Agreement shall be borne by Lessee.
2. Consideration. In consideration of this Agreement, Lessee has hereby made certain promises to Lessor regarding development of the Property, and Lessor hereby acknowledges that such promises constitute valuable and sufficient consideration for this Agreement. Lessee acknowledges that all improvements made to the Property may be forfeited by operation of time and the Closing conditions in that certain Lease Agreement between Lessee and Lessor, and all such improvements shall transfer to Lessor without claim of Lessee for reimbursement.
3. Insurance. At all times during their presence upon the Property, Lessee, its Contractor and their agents shall maintain and, upon request provide evidence of, (i) general commercial liability insurance with coverage limited of \$1,000,000.00 for each occurrence, and (ii) workers’ compensation insurance in amounts as required by applicable law. Such insurance shall name Rowan County as Additional Insured and shall provide notice be sent to Rowan County at least thirty (30) days prior to the termination of such insurance.
4. Termination. This Agreement shall terminate upon the execution of the Lease of the Property, or the earlier termination of the Agreement by mutual consent of the parties. The termination of this Agreement shall not affect any rights, claims or cause of action based (in whole or part) on rights hereunder and events occurring prior to such termination, all of which shall survive such termination.
5. Indemnification. Lessee shall indemnify and hold Lessor harmless from and against any and all liens, claims, injuries or damage to persons or property of every nature and kind and any that may arise out of or as a result of Lessee’s or Lessee’s independent contractor’s or agent’s entries upon or activities on or within the Demised Premises. Contractor shall indemnify and hold Lessee and Lessor harmless from and against any and all liens, claims, injuries or damage to persons or property of every nature and kind and any that may arise out of or as a result of Lessee’s or Contractor’s entries upon and activities on the Property. In the event that Lessee elects to terminate this Agreement and the Lease Agreement,

Lessee shall repair any and all damage to the Property resulting from Lessee's activities on or entry upon the Property.

6. Miscellaneous. Lessee shall use its reasonable efforts to not permit or suffer any lien to be put upon or arise or accrue against any part of the Property in favor of any parties furnishing labor or material to Lessee. Lessee shall hold Lessor and the Property free from and against any and all liens, or rights or claims thereof that may or might accrue under or be based upon any mechanic's lien law, now in force or hereafter to be enacted, resulting from Lessee's entry, work upon, and occupancy of the Property, and cause the same to be released, or remedied by bonding or other statutory procedure. Except as to affiliates of Lessee, for which no consent shall be required, Lessee may not assign its rights under this Agreement to any other person or entity without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Lessee covenants and agrees that Lessee does not and shall not claim at any time any interest or estate of any kind or nature whatsoever in the Property by virtue of this Agreement or Lessee's entry, occupancy or use thereunder.

{Signature Page Follows}

IN WITNESS WHEREOF, Lessee and Lessor have executed this Access Agreement as of the day and year first above written.

**LESSEE:**

**PERKINS MANAGEMENT  
COMPANY, INC.  
a Delaware corporation**

**LESSOR:**

**ROWAN COUNTY, a body politic**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: Manager

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**LEASED AREA**



# LEASED AREA





RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE  
TO  
PERKINS MANAGEMENT COMPANY, INC.  
FOR FORMER K&W RESTAURANT

WHEREAS, Rowan County Board of Commissioners (the “County”) is authorized pursuant to the provisions of N.C.G.S. 160A-272 to lease County property to Perkins Management Company, Inc. (the “Lessee”) to open and operate a restaurant, which in turn will expand the tax base and employment within Rowan County; and

WHEREAS, the County has determined that the Lease is (1) made for fair market value of five thousand and no/100 dollars (\$5,000.00) plus two hundred fifty and no/100 dollars (\$250.00) Common Area Maintenance (CAM) per month for an initial term of five (5) years with annual increases of 2.5% for rent and Cam amounts to be paid by Lessee to County, and (2) is in the best interest of the County to promote new development at West End Plaza.

NOW, THEREFORE, BE IT RESOLVED that the County hereby approves entering a Lease Agreement with Lessee consistent with the terms above for the purposes stated herein for that certain area shown on the attached Exhibit A incorporated herein.

BE IT FURTHER RESOLVED by the County that the Chairman or County Manager are hereby authorized to execute, on behalf of the County, any and all documents necessary for the Lease Agreement consistent with this Resolution, and the Clerk is hereby authorized to attest to any document signed in the County’s name.

{Signature Page Follows}

This Resolution Authorizing the Lease to Perkins is adopted this the 7<sup>th</sup> day of December, 2020.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

ROWAN COUNTY

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Carolyn Barger, Clerk

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Its: Manager/Chairman

Approved as to Form:

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John W. Dees, II, County Attorney