

**THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM**

SUBJECT: Third Storage Agreement at the Taylor-Grady House

DATE: ~~August 1, 2022~~ August 2, 2022

BUDGET INFORMATION:

REVENUES:

~~\$100/mo.~~ \$360 Storage Agreement Fee

EXPENSES:

N/A

FUNDING SOURCE: N/A

COMMISSION ACTION REQUESTED ON: August 2, 2022 Under Suspension of Rules

PURPOSE:

To request that the Mayor and Commission:

- a. Approve a Third Storage Agreement at the Taylor-Grady House by the Junior League of Athens beginning August 4, 2022, until such time a formal selection and recommendation for award is made by the Property Committee, or, November 18, 2022, whichever comes first.; and,
- b. Authorize the Mayor and appropriate staff to execute all related documents.

HISTORY:

1. Since 1968, it is believed that the Junior League of Athens has been occupying the Taylor-Grady House in some manner of capacity.
2. Since Unification in 1991, the Unified Government of Athens-Clarke County (ACCGov) has leased space within its facilities to non-profit entities serving the community.
3. On June 2, 2020, the Mayor & Commission (M&C) adopted the Unified Leasing Policy.
4. On March 2, 2021, the M&C approved lease renewals for \$1/year in FY22 and moved to end utility subsidies for the Junior League effective July 1, 2021.
5. On August 31, 2021, the Junior League of Athens notified staff that they did not intend to renew their lease in FY23.
6. January 4, 2022, M&C approved all non-profit leases to be \$1/year for FY23.

7. On June 30, 2022, the existing lease between ACCGov and the Junior League of Athens for occupation of the Taylor-Grady House ceased.
8. On July 1, 2022, a Storage Agreement commenced between ACCGov and the Junior League of Athens per their request in order to allow existing personal property to be kept on-site for a specific period of time (July 26, 2022) while movers assisted with vacating the facility.
9. On July 25, 2022, ACCGov released RFP#01092, "Defined Use and Lease of the Taylor-Grady House", which solicits proposals from prospective tenants for future occupation and operation of the facility.
10. On July 27, 2022, a Second Storage Agreement between ACCGov and the Junior League of Athens was enacted per their request to allow additional storage of personal property while movers continued to clear the contents of the structure.
11. On July 27, 2022, the Junior League of Athens sent a letter to Mayor Girtz and staff requesting consideration of a plan that allows the present furniture within the Taylor-Grady House to remain until such time as the RFP concludes and a potential tenant has an opportunity to determine whether or not to retain the furniture based on their use.
12. On August 3, 2022, the Second Storage Agreement is set to expire.
13. On September 13, 2022, RFP#01092 is stated to close and review of all submittals will begin thereafter.

FACTS & ISSUES:

1. If approved, a Third Storage Agreement would begin August 4, 2022, and continue until such time a formal selection and recommendation for award is made by the Property Committee, or, cease upon November 18, 2022, whichever comes first.
2. Similar to the previous two storage agreements, the Junior League of Athens is no longer considered an active tenant entitled to use the space for business or events, but rather this converts the Taylor-Grady House into a temporary storage facility in which to keep the existing personal property.
3. The RFP includes a request to list any furnished equipment to be used by the lessee as part of the defined use of the space and is a graded component of the overall score criteria. The scope does not preclude preservation of the existing furniture for continued use within the house, but it also does not require it; instead, allowing for flexibility/creativity in proposals that may have other sources of furniture and choose not to maintain the present collection.

4. The advertised RFP states a mandatory site visit to answer inquiries and tour the facility by all potential offerors will take place in August 2022.
5. As owner of the facility, ACCGov must inspect the property upon termination of the current lease, and perform any necessary maintenance and/or repairs prior to occupation of a new tenant.
6. Staff has already requested that most, if not all, utilities serving the facility be transferred back into the name of ACCGov.
7. Funding for the maintenance, repair, and/or replacement of associated services and projects performed by ACCGov to the property is traditionally derived from annual operations or capital improvement contributions from the General Fund, or through Special Purpose Local Option Sales Tax (SPLOST) collection specifically allocated for these initiatives.
8. This recommendation is consistent with the ACCGov Strategic Plan Goals, Strategies and Initiatives – FY23-25

Goal Area 1: Good Neighbors

- D. Drive community transformation with a focus on creating spaces that are respectful and welcoming
 4. Develop a culture of place-making through applicable projects

OPTIONS:

1. Mayor and Commission:
 - a. Approve a Third Storage Agreement at the Taylor-Grady House by the Junior League of Athens beginning August 4, 2022, until such time a formal selection and recommendation for award is made by the Property Committee, or, November 18, 2022, whichever comes first.; and,
 - b. Authorize the Mayor and appropriate staff to execute all related documents.
2. Mayor and Commission do not approve a Third Storage Agreement at the Taylor-Grady House and the Junior League of Athens will be expected to adhere to the August 3, 2022 deadline for vacating the property.
3. Mayor and Commission defined option.

DEPARTMENT(S) RECOMMENDED ACTION:

Option #1: a & b

DEPARTMENT(S): Central Services

Prepared by: Gavin Hassemer

Gavin J. Hassemer

8/1/2022

Gavin Hassemer
Interim Director of
Central Services

Date

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1: a & b

John J. Edwards

8/1/2022

Manager

Date

ATTACHMENTS:

Attachment #1: Taylor-Grady House Letter

Attachment #2: Third Storage Agreement

DATE: July 27, 2022

TO: Mayor Kelly Girtz
Blaine Williams

FROM: Active & Sustaining Membership
Junior League of Athens

RE: Taylor-Grady House

The Junior League of Athens has been working for several weeks to pack and remove the contents from the Taylor-Grady House. Last week, we were contacted by Lee Epting. As you know, Lee is a very strong supporter of historical preservation in our community. He is interested in the House for historic as well as business reasons. He plans to participate in the RFP process on behalf of Epting Events.

In addition, Lee has been canvassing the community to rally support for the House and its collection. He is doing his best to secure a win-win for the ACC government, Junior League, and Taylor-Grady House. He has expressed concerns that things are moving faster than necessary. We agree that an unnecessary move of the furnishings from the House will cost the Junior League a substantial amount of money and result in our community losing a valuable asset and collection.

Lee proposed the following suggestions to us. We are very supportive of his ideas as listed below:

1. The RFP states that Tuesday September 13, 2022 is the deadline to submit proposals. This means that no action will take place in the House for approximately 6 weeks and will provide the Junior League with ample time to remove the contents.
2. The main reason to move out the furnishings is to be in compliance with the request "to have the property *empty prior to the mandatory tour for all applicants. As owners of the property, ACCGov is obligated to assess the current condition...and conduct necessary maintenance before any new tenants move in.*"

Instead of removing the large furnishings from the House, would it be possible to move the items into the middle of the ballroom? The House could then be cleaned and inspected. It would also allow prospective tenants to view the collection when they tour the House on August 9th. They could then decide if they would like to purchase items for their use. If none of the furnishings are wanted by the prospective tenants, the Junior League would move the collection offsite and stage an auction.

3. The smaller items of the collection (books, porcelains, etc.) are packed and ready for removal from the House. Epting Events has offered to store these items in their catering trailers until an auction can be arranged.

In 1999, the citizens of Athens-Clarke County voted to approve SPLOST dollars to refurbish the Taylor-Grady House. It would be a shame to separate the House from a collection that has been accumulated over the past 50 years.

We respectfully request your consideration of the plan of action as proposed by Lee Epting in order to serve the best interests of ACCGov, the Taylor-Grady House, the Junior League of Athens, and the Athens community.

THIRD STORAGE AGREEMENT

THIS THIRD STORAGE AGREEMENT (herein referred to as the “Agreement”) is made and entered into this ____ day of August, 2022, by and between the Unified Government of Athens-Clarke County, Georgia (herein referred to as the “ACCGov”) and the Junior League of Athens, Inc. (herein referred to as the “Junior League”).

WITNESSETH:

WHEREAS, the Junior League had a Lease Agreement with ACCGov for the Taylor-Grady House that terminated on June 30, 2022; and

WHEREAS, on or about June 23, 2022, the Junior League entered into a Storage Agreement with ACCGov for the Taylor-Grady House that terminated on July 26, 2022 to allow time for removal of the first and second floor furnishings that are owned by the Junior League, (the “Property”); and

WHEREAS, on or about July 25, 2022, ACCGov entered into a Second Storage Agreement with the Junior League to allow additional time until August 3, 2022, for removal of the Property; and

WHEREAS, to facilitate the possible use of the Property by a future tenant, ACCGov agrees to allow the Junior League a third extension of time to continue to store the Property in the Taylor-Grady house until November 18, 2022, in accordance with the terms and conditions outlined herein;

NOW, THEREFORE, in consideration of the respective covenants, conditions, and agreements set forth herein, ACCGov and the Junior League agree as follows:

1.

During the term of this Agreement, ACCGov agrees to allow the Junior League to store the Property at the Taylor-Grady House. The Junior League shall not be authorized to conduct any further activities at the Taylor-Grady House.

2.

This Agreement shall commence on August 4, 2022, and continue until formal selection and recommendation by ACCGov’s Property Committee or November 18, 2022, whichever event first occurs, provided, however, that this Agreement shall terminate in the event the Junior League removes the Property earlier.

3.

Junior League shall pay an additional \$360.00 as the storage fee. Payment is due in four (4) installments of \$90.00 each on or before the following dates: August 4, 2022; September 1, 2022; and October 3, 2022; and November 1, 2022. In the event the Junior League removes the Property earlier, the storage fee shall be non-refundable.

4.

Title to the Property shall at all times remain with the Junior League. Nothing contained in this Agreement shall be construed or interpreted as conveying title to, or any interest in, the Property to ACCGov.

5.

The Junior League understands that ACCGov does not take custody and control of the Property while it is stored in the Taylor-Grady House. Storage of the Property does not create a duty of care under Georgia Law. The Junior League assumes all risk of loss that may occur as a result of theft, vandalism, fire, flood, or other risks of storage of the Property. To the extent that damage occurs, the Junior League understands that ACCGov does not provide insurance coverage and that all losses due to risks of storage are not to be covered. The Junior League agrees that it will maintain adequate insurance on the Property to cover potential loss. The Junior League further agrees that it will continue to maintain that liability insurance coverage required under its Lease Agreement with ACCGov until the Property is removed.

6.

ACCGov maintains the right to enter, inspect, or use the property at its discretion while the Property is in storage.

7.

The Junior League hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless ACCGov, its officers and employees, (collectively, Releasees), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damages and attorneys' fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of the Junior League, its agents, employees, subcontractors, or others working at the direction or on behalf of the Junior League. The Junior League's obligation to indemnify any Releasees shall survive the expiration or termination of this Agreement by either Party for any reason.

8.

This Agreement represents the entire understanding between the parties hereto. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. This agreement binds and benefits the heirs, successors, and assignees of the parties. This agreement may be modified only by a written agreement signed by all the parties. If one party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time. If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement subject to the terms and condition herein set forth.

ACCGov
THE UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY, GEORGIA

Junior League
JUNIOR LEAGUE OF ATHENS, INC.

By: _____
Mayor

By: _____
Signature

Title: _____

Attest: _____

Printed Name: _____

Clerk of Commission (SEAL)