

RESOLUTION BY COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE

02- R -0003

January 22, 2002

AUTHORIZING THE MAYOR ON BEHALF OF THE CITY OF ATLANTA TO CONSENT TO THE TERMINATION OF THE EXISTING LEASE AGREEMENT WITH THE HOME PARK COMMUNITY IMPROVEMENT ASSOCIATION, INC., AND TO EXECUTE AN AGREEMENT WITH THE NEWLY ESTABLISHED NON-PROFIT ORGANIZATION, HOME PARK LEARNING CENTER, INC., WHICH IS COMPRISED OF THE HOME PARK COMMUNITY IMPROVEMENT ASSOCIATION, INC. AND THE GEORGIA INSTITUTE OF TECHNOLOGY (GEORGIA TECH), FOR THE PURPOSE OF LEASING THE HOME PARK RECREATION CENTER BUILDING SO AS TO ALLOW THE HOME PARK LEARNING CENTER, INC. TO DEMOLISH THE RECREATION CENTER BUILDING AND TO ERECT A NEW CHILDCARE CENTER FACILITY AT 1015 TUMLIN STREET, N.W., REPLACING THE CITY'S RECREATION CENTER BUILDING WITH THE NEW FACILITY, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS, BUREAU OF PARKS; AND FOR OTHER PURPOSES.

Whereas, the Home Park Recreation Center building was no longer being utilized by the Department of Parks, Recreation and Cultural Affairs and the City leased the facility on March 14, 1985 to the Home Park Community Improvement Association, Inc. for a period of fifteen (15) years, with the option to renew upon renegotiation of terms, for two (2) additional terms of fifteen (15) years, for the sole purpose of operating and maintaining a non-profit day care center; and

Whereas, the Home Park Community Improvement Association, Inc. is now working in partnership with the Georgia Institute of Technology, Inc., and that corporation will be known as the Home Park Learning Center, Inc., for the purpose of building a new childcare facility at 1015 Tumlin Street, N.W., by demolishing the Home Park Recreation Center building in Home Park and replacing the building with a two (2) million dollar childcare facility; and

Whereas, the Department of Parks, Recreation and Cultural Affairs has met with both entities and negotiated terms and conditions for a new lease agreement to be established with the newly formed non-profit corporation, Home Park Learning Center Inc.; and

Whereas, NPU-E and the Atlanta Urban Design Commission have both approved the demolition and erection of the new childcare facility; and

Whereas, Home Park Learning Center, Inc. has been advised by the Bureau of Parks, Director, that this property is on public land and must be accessible to all persons for childcare center admissions consideration, and with the hours of operation essentially remaining the same, so that the public will have access to the playground area of Home



Park between the hours of 7:00 a.m.- 6:30 p.m. during the week and on weekends and evenings; and

Whereas, the Bureau of Parks will continue to conduct the grounds keeping and trash pick-up aspect at the Home Park, Park, but, will not offer any maintenance services for the newly erected childcare facility; and

Whereas, Home Park Learning Center, Inc. will pay all utility costs and insurance costs associated with this lease agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: That the Mayor is hereby authorized to execute an agreement terminating by mutual consent the existing lease agreement that was authorized on March 14, 1985 and amended on August 5, 1999 with the Home Park Community Improvement Association, Inc., and to further enter into an agreement with the newly established non-profit organization, Home Park Learning Center, Inc., for the purpose of leasing the Home Park Recreation Center building so as to allow Home Park Learning Center Inc. to demolish the Home Park Recreation Center building and to erect a new Childcare Center Facility at 1015 Tumlin Street, N.W., replacing the City's Recreation Center Building at a rental rate of (\$1.00) per year; to be deposited in the General Fund/Building Rentals Account Number 1A01 462201 B00001 .

Section 2: That the term of the lease agreement between the City of Atlanta and Home Park Learning Center, Inc., shall be for a period of five (5) years, with an option to renew for an additional term of five (5), five (5) year periods.

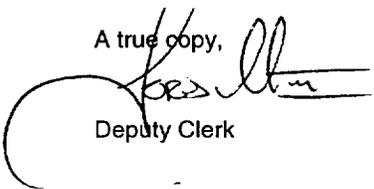
Section 3. That Home Park Learning Center, Inc. will pay all utility costs and insurance costs associated with this lease agreement, at no cost to the City of Atlanta.

Section 4: That the City Attorney be and is hereby directed to prepare an appropriate lease agreement for execution by the Mayor, to be approved by the City Attorney as to form.

Section 5: That the lease agreement shall not become binding on the City of Atlanta, nor shall the City of Atlanta incur any liability upon same, nor shall the lease agreement be acted upon until such lease agreement has been fully executed by the Mayor and delivered to the Home Park Learning Center, Inc.

Section 6: That all Resolutions and parts of Resolutions in conflict herewith be and the same are hereby repealed.

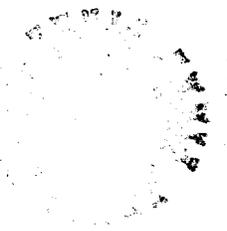
A true copy,



Deputy Clerk

ADOPTED by the Council
APPROVED by the Mayor

JAN 22, 2002
JAN 29, 2002



STATE OF GEORGIA

COUNTY OF FULTON

HOME PARK LEARNING CENTER, INC. LEASE

This Lease Agreement, made and entered into this __, day of _____, 2002, by and between the City of Atlanta, a municipal corporation of the State of Georgia (hereinafter, known as the "City"), and the Home Park Learning Center, Inc. (hereinafter, known as the Tenant"), a non-profit corporation organized and existing under the laws of the State of Georgia.

WITNESSETH:

Whereas, the City owns a Park located at 1015 Tumlin Street, N.W., (hereinafter, known as the "Park"), on which there is a building known as the Home Park Recreation Center; and

Whereas, in the past due to funding difficulties the City found it advantageous to lease the Home Park Recreation Center building to the former public spirited organization, Home Park Community Improvement Association, Inc. in order to put the facility to good use; and

Whereas, Home Park Community Association Inc., has partnered with the Georgia Institute of Technology (Georgia Tech) to formulate a newly established non-profit corporation that is hereinafter identified as "Tenant"; and

Whereas, the existing Home Park Recreation Center building will be totally demolished by the Tenant and replaced with a proposed, newly constructed, two (2) million dollar Childcare Center facility; and

Whereas, the Atlanta City Council has authorized the Lease of said facility and playground area to the Tenant by a Resolution adopted _____, 2002, and approved by the Mayor on _____, 2002, which Resolution is attached hereto and marked as Exhibit "A" to this Lease Agreement and incorporated by reference; and

Whereas, the Tenant has agreed to abide by the terms described herein.

NOW, THEREFORE in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable consideration, it is agreed by and between the parties hereto as follows:

Section 1. GRANT AND TERM OF LEASE-

For the rent of One Dollar (\$1.00) per year, to be paid by January 15th annually and upon the terms and conditions hereinafter stated, the City does hereby let and lease unto the Tenant and Tenant does hereby let and lease from the City, the Home Park Recreation Center building, and Playground area, immediately adjacent to the rear of the existing Center and the small, grassy area immediately adjacent to the west side of the Center (both the existing playground and the grassy area to be referred to herein as the "Playground"). To have and to hold the Center and Playground together with all privileges and appurtenances thereunto belonging or appertaining including any rights, interests, easements and reversions of the City, now or hereinafter existing in, to or under adjacent streets, sidewalks and alleys unto Tenant and described with more specificity in Exhibit "B", which is attached to this Lease and made a part of this Lease for all purposes as the Legal Description, during the full term of the Lease and in accordance with the terms and provisions of this Lease. The term of this Lease shall be for a five (5) year period, with an option to renew for an additional term of five (5), five (5) year periods, commencing on the earliest date on which this Lease is fully executed (hereinafter called the Commencement Date"), unless this Lease shall be sooner terminated, as herein provided.

Section 2: SERVICES-

The Tenant agrees to provide regular grounds maintenance of the playground area, and to provide trash and garbage removal from the childcare center. Tenant agrees to keep the childcare center in a reasonably clean, safe and sanitary condition at all times. Tenant shall not be responsible for nor shall they repair any damage to the leased premises that is caused by the City of Atlanta or its officials, employees, consultants, contractor's or agents. The City agrees that such repairs or damage shall be remedied promptly at the City's expense and the City agrees not to seek reimbursement or recovery from Tenant. The City agrees to take the necessary steps to insure that such repairs shall not interfere with the Tenant's operation of the childcare center.

SECTION 3: UTILITIES-

Tenant agrees to pay all utility costs and insurance costs associated with this Lease at no cost to the City.

Section 4: USE OF CHILDCARE CENTER-

The City agrees that Tenant shall have the use of the childcare center and playground adjacent to the Home Park Learning Center, an entity organized under the auspices of Tenant and supported by the Tenant. City has agreed to permit the Tenant to demolish the existing building and erect a new childcare center facility, erect a fence around all, or any portion of the playground. City shall, at all times, have access to the childcare center and playground area, etc. Tenant agrees to provide the City with keys and security codes to

the childcare center facility and fence surrounding the playground area, and the City shall keep all keys and security codes at its Central Services headquarters in City Hall East.

Tenant agrees to create and post reasonable rules and regulations controlling access to the playground during those hours when they are not being used by the Home Park Learning Center, Inc. Such rules and regulations shall provide for access to the playground area by residents of the Home Park Neighborhood during certain limited hours of the day, during weekdays when the playground is not being utilized by the Home Park Learning Center, Inc.

Section 5: SURRENDER OF PROPERTY-

At the expiration or sooner termination of the term of this Lease, Tenant shall surrender the childcare center in good condition as it was on the Commencement Date, with the exception of (a) reasonable wear and tear, (b) improvements, alterations, or additions made by the Tenant to the childcare center, and (c) repairs, restorations, and replacements required to be made hereunder. Tenant shall also surrender to the City all keys for the childcare center in possession of Tenant. Tenant shall at such time, remove all of Tenant's personal property, furniture and equipment from the childcare center and playground. All improvements shall become the property of the City upon termination of the Lease if they are affixed to the childcare center.

Section 6: PARTISAN POLITICAL ACTIVITY PROHIBITED-

Tenant agrees not to utilize the childcare center for any partisan political purposes.

Section 7: NONDISCRIMINATION-

Tenant agrees that in the operation of the childcare center, that it shall in no way discriminate against any employee, or applicant for employment, group or individual because of race, religion, color, sex, national origin, sexual orientation, age, political affiliation or physical handicap. As used herein, the words "shall not discriminate" shall mean and include without limitation the following:

Recruited, whether by advertising or other means; compensate, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promotions; upgrading; demoting; downgraded; transferred; laid off; and terminated.

The Tenant agrees to and shall post in conspicuous places, available to employees and applicants for employment the provisions of the non-discrimination clause.

Tenant shall in all solicitation or advertisement of employment, place on behalf of the Tenant, that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, sexual orientation, age or physical handicap.

A finding that a refusal by the Tenant to comply with any portion of this non-discrimination section, as herein provided and described may constitute a Condition of Default.

Section 8: PUBLIC LIABILITY INSURANCE/BONDING-

The Tenant agrees to obtain and maintain during the term of this Lease the following Insurance/Bonding requirements:

INSURANCE/BONDING REQUIREMENTS
Home Park Learning Center, Inc./Lease Agreement

A. General Preamble

The following general requirements apply to any and all leases. Compliance is required by all Lessees and Sub-Lessees of any tier. Insurance/Bonding requirements are based on information received as of date of lease. **The City of Atlanta reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this contract.**

1. Evidence of Insurance Required Before any modification Work Begins

No Lessee or Sub-Lessee shall commence any work of any kind under this contract until all Insurance and Bond requirements contained in this lease shall have been complied with as outlined below, and until evidence of such compliance satisfactory to the City as to form and content has been filed with the City. **The Acord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**

2. Minimum Financial Security Requirements

Any and all companies providing insurance required by this lease must meet certain minimum financial security requirements set forth below. These requirements conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the Acord Certificate of Insurance Form.

For all Contracts, regardless of size, companies providing Insurance of Bonds under this contract must have a current:

- i) Best's Rating not less than A- and current
- ii) Best's Financial Size Category not less than Class IX.
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia, furthermore, all bid, performance and payment bonds must be a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason shall be or become unsatisfactory to the City, written notification shall be mailed by the City to the lessor who shall promptly obtain a new policy or bond issued by an insurer acceptable to the City, and shall submit evidence of the same to the City as required herein.

Upon failure of the lessor to furnish, deliver and maintain such insurance or bonds as herein provided, this lessor, at the election of the City, may be declared forthwith suspended, discontinued or terminated. Failure of the lessor to take out and/or to

maintain any required insurance or bonds shall not relieve the lessor from any liability under the contract, nor shall these requirements be construed to conflict with the obligation of the lease concerning indemnification.

3. Insurance Required for Duration of Contract

Any and all Insurance and Bonds required by this lease shall be maintained during the entire length of this lease, including any extensions thereto, and until all work has been completed to the satisfaction of the City. The City shall have the right to inquire into the adequacy of the insurance coverages set forth in this lease and to negotiate such adjustments as reasonable appear necessary.

4. Mandatory 30-Day Notice of Cancellation or Material Change

The City of Atlanta shall, without exception, be given not less than thirty (30) days notice prior to cancellation for other than non-payment of premium or for material change of any Insurance or Bond required by this contract. Non-payment of premium shall require ten (10) days notice of cancellation. Confirmation of this mandatory 30 days notice of cancellation shall appear on the Acord Certificate of Insurance and on any and all Bonds and Insurance policies required by this contract.

5. City of Atlanta as Additional Insured

The City of Atlanta shall be covered as Additional Insured under any and all Insurance and Bonds required by this contract, and such insurance shall be primary with respect to the Additional Insured. Confirmation of this shall appear on the Acord Certificate of Insurance, and on any and all applicable Bonds and Insurance policies. However, this requirement does not apply to Workers' Compensation, Professional Liability Insurance or Payment and Performance Bonds.

6. Mandatory Sub-Lessee Compliance

Lessee shall incorporate a copy of these Insurance, Bond and Hold Harmless requirements in each and every contract with each and every Sub-Lessee of any tier, and shall require each and every Sub-Lessee of any tier to comply with all such requirements. Lessor agrees that if for any reason Sub-Lessee fails to procure and maintain Insurance and Bonds as required, all such required Insurance and Bonds shall be procured and maintained by lessor at Lessee's expense.

7. Authorization and Licensing of Agent

Each and every agent acting as Authorized Representative on behalf of a Company affording coverage under this lease shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the agent to bind coverage as required and to execute the Acord Certificate of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies, these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

B. Workers' Compensation and Employer's Liability Insurance

The Lessee shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits, such insurance to cover each and every employee who is or may be engaged in work under the contract:

Workers' Compensation Statutory

Employer's Liability

- Bodily Injury by Accident/Disease \$100,000 each accident**
- Bodily Injury by Accident/Disease \$100,000 each employee**
- Bodily Injury by Accident/Disease \$500,000 policy limit**

C. General Liability Insurance

The Lessee shall procure and maintain General Liability Insurance in an amount not less than \$2,000,000 Bodily Injury and Property Damage combined single limit. The following specific extensions of coverage shall be provided and shall be indicated on the Acord Certificate of Insurance:

1. Comprehensive Form
2. Contractual Insurance - (Blanket or specific applicable to this contract)
3. Personal Injury
4. Broad Form Property Damage
5. Premises - Operations

D. Automobile Liability Insurance

The Lessee shall procure and maintain Automobile Liability Insurance with not less than \$500,000 Bodily Injury and Property Damage combined single limit. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:

1. Comprehensive Form
2. Owned, Hired, Leased and Non-owned vehicles to be covered.

In the event the Lessee does not own any automobiles in the corporate name, non-owned vehicle coverage shall apply and must be endorsed on either the Lessee's personal automobile policy or the Comprehensive General Liability coverage (c) required under this contract.

E. Property Insurance

Lessee shall procure and maintain Property Insurance covering all forms of risk on all Tenant Improvements and any other interests of Lessee, if applicable, in or about the Leased Premises, including inventory, supplies, and other property of Lessee located at said Premises, insuring against the perils of fire, lightning, extended coverage, perils vandalism, malicious mischief, glass breakage and sprinkler leakage, in an amount equal to the full replacement value of Tenant Improvements and any other interests of Lessee in or about said Premises.

F. Hold Harmless Agreement

In addition to its agreement to obtain and maintain the insurance as set forth herein above, Lessee agrees to indemnify and hold harmless the City of Atlanta, its officers, agents and employees from any and all claims against the City of Atlanta, its officers, agents or employees which arise out of any negligent act or omission of Lessee or any sub-lessee employed by the Lessee or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the Lessee or any sub-lessee employed by the Lessee or any of their officers, agents or employees, which condition was not specified to be created or maintained by this Agreement. Lessee further agrees that its agreement to indemnify and hold harmless the City of Atlanta, its officers, agents and employees shall not be limited to the limits of the liability insurance under this Agreement and the attached specifications.

Section 9: COVENANT OF QUIET ENJOYMENT-

City agrees that as long as Tenant performs and observes all terms and conditions hereof, Tenant shall at all times during the term of this Lease be entitled to peaceable and quiet enjoyment of the Center. City represents that it does own the premises and has the authority to enter into this Lease.

Section 10: TERMINATION-

This Lease may be terminated as follows:

- (a). At any time by mutual agreement of the City and Tenant.
- (b). By Tenant, in Tenant's sole discretion and without cause, upon sixty (60) days notice given to the City, or if a default occurs by City which remains uncured for thirty (30) days after notice in accordance with Sections 14 and 15 herein.
- ©. By the City, if a default occurs by Tenant which remains uncured for thirty (30) days after notice in accordance with Sections 14 and 15 herein.

Section 11: AVAILABILITY OF NEIGHBORHOOD SCHOLARSHIPS-

It is the intent of the Home Park Learning Center, Inc. to use its best efforts to secure funding to provide partial or reduced rate scholarships on the basis of need to Home Park Neighborhood residents and other City of Atlanta residents.

Section 12: AVAILABILITY OF EMPLOYMENT TO THE NEIGHBORHOOD YOUTH-

The Tenant agrees to use its best efforts to actively recruit residents of the Home Park neighborhood to fill part time and full time positions at the childcare center as these positions become available. The intent of the Tenant is to provide beneficial services to the neighborhood. These services include both childcare and employment opportunities.

Section 13: JURISDICTION-

This Lease agreement is made and entered into I the Fulton County, Georgia. In the event of any dispute, disagreement or action arising under this Lease, the proper place for determination of such dispute, disagreement or legal action is within the jurisdiction of Fulton County, Georgia and based upon the laws of the State of Georgia.

Section 14: NOTICE-

- (a) All notices, demands, requests or replies provided for, permitted or appropriate under this Lease shall be in writing and may be delivered by one of the following methods:
 - (i) By personal delivery;

- (ii) By deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below;
- (iii) By prepaid telegram; or
- (iv) By deposit with an overnight express delivery service.

(b) Notice deposited with the United States Postal Service, telegram or express delivery in the manner described above shall be deemed effective one (1) business day after deposit therein. Notice by personal delivery shall be deemed effective at the time of personal delivery.

(c) For purposes of notice, demand, request, reply or repayment, the address of the City shall be:

Commissioner
City of Atlanta, Department of Parks, Recreation and Cultural Affairs
City Hall East
Suite 800
675 Ponce De Leon Avenue, N.E.
Atlanta, Georgia 30308

The address of the Tenant shall be:
President
Home Park Learning Center, Inc.
955 Fowler Street, N.W.
Atlanta, Georgia 30332-0453

Section 15: DEFAULT-

Failure of either City or Tenant to comply with any of the material requirements set forth herein shall be a Condition of Default, provided notice is given in writing to the defaulting party as provided in Section 14 above. Failure of the defaulting party to cure the default within thirty (30) days after receipt of such notice shall be grounds – at the option of the party defaulted against – to declare this lease agreement terminated.

Section 16: LIABILITY-

It is mutually agreed between the parties hereto that this Lease shall not become binding on the City, and the City shall incur no liability upon the same until the Lease has been fully executed by the Mayor and delivered to the Tenant.

In Witness Whereof, the parties have hereunto set their hands and seals the day and year first written above.

ATTEST:

Municipal Clerk

ATTEST:

Corporate Secretary

APPROVED:

Acting Commissioner,
Department of Parks, Recreation
And Cultural Affairs

APPROVED AS TO FORM:

Assistant City Attorney

APPROVED AS TO INTENT:

Director, Bureau of Parks

CITY OF ATLANTA:

Mayor (SEAL)

Home Park Learning Center, Inc.

President (SEAL)

APPROVED:

Chief Operating Officer

APPROVED:

Chief Financial Officer

APPROVED:

Director, Bureau of Purchasing and Real
Estate

EXHIBIT "B"

Legal Description

Tract I

All that tract of parcel of land lying and being in the City of Atlanta, Land Lot 149 of the 17th district of Fulton County, Georgia and being more particularly described as follows:

Beginning at the intersection of the southerly right-of-way line of Calhoun Street (having a right of way of 40') with the easterly right-of-way line of Tumlin Street (having a right of way of 30'), thence North $89^{\circ}03'55''$ East along the southerly right-of-way line of Calhoun Street a distance of 148.66 feet to an iron pin set, Thence South $00^{\circ}34'28''$ East a distance of 86.24 feet to an iron pin set; Thence South $89^{\circ}43'55''$ East a distance of 8.52 feet to an iron pin set; Thence South $00^{\circ}30'54''$ West a distance of 114.05 feet to an iron pin set, Thence South $89^{\circ}57'11''$ West a distance of 156.87 feet to an iron pin set, thence North $00^{\circ}02'14''$ West a distance of 198.03 feet to the intersection of the easterly right of way of Tumlin Street (30' R/W) and the southerly right of way of Calhoun Street (40' R/W) and the Point of Beginning.

Said tract or parcel containing 30,642 Square Feet or 0.703 acre of land.

RCS# 3405
1/22/02
1:28 PM

Atlanta City Council

Regular Session

CONSENT

Pages: 1 through 9

**SEE ATTACHED LISTING OF
ITEMS ADOPTED/ADVERSED
ON CONSENT AGENDA**

ADOPT

YEAS: 15
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 0

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	Y Boazman	NV Woolard

CONSENT

01/22/02 Council Meeting

**ITEMS ADOPTED ON
CONSENT AGENDA**

1. 02-O-0085
2. 02-R-0003
3. 02-R-0007
4. 02-R-0008
5. 02-R-0009
6. 02-R-0036
7. 02-R-0038
8. 02-R-0010
9. 02-R-0031
10. 02-R-0032
11. 02-R-0033
12. 02-R-0034
13. 02-R-0094
14. 02-R-0095
15. 02-R-0096
16. 02-R-0097

**ITEMS ADVERSED ON
CONSENT AGENDA**

17. 02-R-0011
 18. 02-R-0012
 19. 02-R-0013
 20. 02-R-0014
 21. 02-R-0015
 22. 02-R-0016
 23. 02-R-0017
 24. 02-R-0018
 25. 02-R-0019
 26. 02-R-0020
 27. 02-R-0021
 28. 02-R-0022
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 31. 02-R-0025
 32. 02-R-0026
 33. 02-R-0027
 34. 02-R-0028
 35. 02-R-0029
 36. 02-R-0030
 37. 02-R-0098
 38. 02-R-0099
 39. 02-R-0100
 40. 02-R-0101
 41. 02-R-0102
 42. 02-R-0103
-

LARGE ATTACHMENT:

DOCUMENT(S),

MANUAL(S)

OR

MAP(S)

NOT COPIED,

PULL ORIGINAL

FOR COPY OR TO VIEW

02- R -0003

(Do Not Write Above This Line)

RESOLUTION BY COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE

AUTHORIZING THE MAYOR ON BEHALF OF THE
CITY OF ATLANTA TO CONSENT TO THE TERM-
INATION OF THE EXISTING LEASE AGREEMENT
WITH THE HOME PARK COMMUNITY IMPROVEMENT
ASSOCIATION, INC., AND TO EXECUTE AN
AGREEMENT WITH THE NEWLY ESTABLISHED NON-
PROFIT ORGANIZATION, HOME PARK LEARNING
CENTER, INC., WHICH IS COMPRISED OF THE
HOME PARK COMMUNITY IMPROVEMENT ASSOCIA-
TION, INC. AND THE GEORGIA INSTITUTE OF
TECHNOLOGY (GEORGIA TECH), FOR THE
PURPOSE OF LEASING THE HOME PARK REGREA-
TION CENTER BUILDING SO AS TO ALLOW THE
HOME PARK LEARNING CENTER, INC. TO
DEMOLISH THE RECREATION CENTER BUILDING
AND TO ERECT A NEW CHILDCARE CENTER
FACILITY AT 1015 TUMLIN STREET, N.W.,
REPLACING THE CITY'S RECREATION CENTER
BUILDING WITH THE NEW FACILITY, ON BEHALF
OF THE DEPARTMENT OF PARKS, RECREATION AND
CULTURAL AFFAIRS, BUREAU OF PARKS; AND FOR
OTHER PURPOSES.

Young Abstained

CONSENT REFER
 REGULAR REPORT REFER
 ADVERTISE & REFER
 1st ADOPT 2nd READ & REFER
 PERSONAL PAPER REFER

ADOPTED BY
JAN 22 2002

COUNCIL

ate Referred
ferred To
ate Referred
ferred To
ate Referred
ferred To

First Reading

Committee
Date
Chair
Referred to

Committee
Date
Chair
Actions
Fev, Adv, Hold (see rev. slide)
Others
Members
Refer To

HR
1/15/02
Clara
Hold

Refer To
Refer To

Committee
Date
Chair
Actions
Fev, Adv, Hold (see rev. slide)
Others
Members
Refer To

Refer To

Committee
Date
Chair
Actions
Fev, Adv, Hold (see rev. slide)
Others
Members
Refer To

Committee
Date
Chair
Actions
Fev, Adv, Hold (see rev. slide)
Others
Members
Refer To

Refer To

Refer To

Committee
Date
Chair
Actions
Fev, Adv, Hold (see rev. slide)
Others
Members
Refer To

Refer To

FINAL COUNCIL ACTION

2nd
 1st & 2nd
 3rd
 Consent
 V Vote
 RC Vote

CERTIFIED

CERTIFIED
JAN 22 2002
ATLANTA
Robert A. Woodard
MAYOR

CERTIFIED
JAN 22 2002
Richard L. Johnson
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED
JAN 22 2002
MAYOR