

A RESOLUTION

BY COUNCILMEMBER

Debi Starnes + Carla Smith

AUTHORIZING THE MAYOR TO ENTER INTO A RENEWAL LEASE AGREEMENT WITH MASQUERADE, INC. FOR USE DURING CERTAIN HOURS OF A CITY PARKING LOT LOCATED ON THE SOUTH SIDE OF NORTH AVENUE AND WEST SIDE OF ANGIER AVENUE, N.E., KNOWN AS PARCEL NO. 14-18-1-21 IN LAND LOT 18 OF THE 14TH DISTRICT OF FULTON COUNTY, GEORGIA; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta owns a parking lot located on the south side of North Avenue and the west side of Angier Ave., N.E. in Parcel No. 14-18-1-21 of Land Lot 18 of the 14th District of Fulton County, Georgia (the "Parking Lot"); and

WHEREAS, the Parking Lot is used for City employee parking during daytime business hours; and

WHEREAS, Masquerade, Inc. has leased the Parking Lot at nights and on weekends and holidays for customer parking; and

WHEREAS, the Renewal Lease Agreement executed in 1998 provides for renewal in two (2) year increments through 2008 at a rental rate of \$1500.00 per month; and

WHEREAS, Masquerade, Inc. has requested to renew and extend the lease agreement for a period of five (5) years with five (5) renewal increments.

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

Section 1. The Mayor is authorized to enter into a renewal lease agreement with Masquerade, Inc. for lease of the Parking Lot from 7:00 p.m. to 5:00 a.m. weekdays and at all times on weekends and holidays. Said renewal lease agreement shall be for a period of five (5) years and shall be renewable in five (5) year increments until 2027.

Section 2. Rental fees for said renewal lease agreement shall be at the rate of \$1500.00 per month for the first five-year period, and thereafter shall increase for each renewal period in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers, U.S. Cities Average, All Items.

Section 3. The City Attorney is authorized to prepare a renewal lease agreement for execution by the parties.

Section 4. Said renewal lease agreement shall not become binding on the City, and the City shall incur no liability upon same, until such lease agreement has been executed by the Mayor and delivered to Masquerade, Inc.

Section 5. All funds paid under said renewal lease agreement shall be deposited into fund, account and center no. _____.

Section 6. All resolutions and parts of resolutions in conflict with this resolution are repealed to the extent of such conflict.

ATLANTA:4440306.1

02-R-1042

(Do Not Write Above This Line)

A RESOLUTION

BY COUNCILMEMBER

Debi James
Carter

AUTHORIZING THE MAYOR TO ENTER INTO A RENEWAL LEASE AGREEMENT WITH MASQUERADE, INC. FOR USE DURING CERTAIN HOURS OF A CITY PARKING LOT LOCATED ON THE SOUTH SIDE OF NORTH AVENUE AND WEST SIDE OF ANGIER AVENUE, N.E., KNOWN AS PARCEL NO. 14-18-1-21 IN LAND LOT 18 OF THE 14th DISTRICT OF FULTON COUNTY, GEORGIA; AND FOR OTHER PURPOSES.

FILED BY
CITY COUNCIL

JUL 01 2002

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

Date Referred

6/3/02

Referred To:

Finance / Exec

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
 Date _____
 Chair _____
 Referred to _____

Committee

Date

FIN / Exec

Chair

6/12/02

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

FINAL COUNCIL ACTION

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

CERTIFIED

CERTIFIED
 JUL 01 2002
 ATLANTA CITY COUNCIL PRESIDENT
 Catherine M. Hollars

CERTIFIED
 JUL 01 2002
 Paul L. Davidson Johnson
 MUNICIPAL CLERK

MAYOR'S ACTION