

RESOLUTION BY COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE

July 1, 2002

AUTHORIZING THE MAYOR TO ENTER INTO VARIOUS LEASE AGREEMENTS AT THE JOHN C. BIRDINE, DUNBAR AND GEORGIA HILL STREET NEIGHBORHOOD SERVICE CENTERS AT A RENTAL RATE OF \$8.44 PER SQUARE FOOT FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF EXECUTION OF SAID LEASE AGREEMENT ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS; ALL RENTAL MONIES SHALL BE DEPOSITED INTO THE REVENUE GENERATED, GENERAL FUND ACCOUNT NUMBER 1A01 462201 B00001; AND FOR OTHER PURPOSES.

Whereas, the Department of Parks, Recreation and Cultural Affairs has through reassignment of responsibilities received the neighborhood service centers, from the Department of Administrative Services, identified as the John C. Birdine, Dunbar and Georgia Hill Street Centers; and

Whereas, the Director of the three neighborhood service centers has also been reassigned to the Department of Parks, Recreation and Cultural Affairs and shall have the overall responsibilities for managing each of these centers; and

Whereas, these three neighborhood service centers are being utilized to lease out space for various public and private agencies that are staffed to provide numerous services to the residents within these service areas; and

Whereas, there are a current total of thirty (30) agencies occupying space at the neighborhood centers and each one of these agencies as listed on the attached listing of current lessee's occupying space and made a part of this Resolution hereinafter identified on "Exhibit A", need to have current lease agreement to be established; and

Whereas, a current rental value rate has been assessed and is hereby attached and made a part of this Resolution hereinafter identified as "Exhibit B", for each lessee by the Department of Finance, Bureau of Budget and Management Analysis, for the purpose of allowing the City of Atlanta, Department of Parks, Recreation and Cultural Affairs to receive rent from each agency; and

Whereas, the reimbursement to the City of Atlanta shall be set forth within the lease agreements with the square footage occupied by each agency to determine the actual rental charge at the established rate of \$8.44 per square foot; and

Whereas, the agencies occupying the space at these neighborhood service centers have agreed to pay the City of Atlanta the cost established for leasing these facilities; and

Whereas, the Department of Parks, Recreation and Cultural Affairs will receive all rental revenue collected and shall deposit said revenue into the General Fund Account Number



1A01 462201 B00001, upon City Council approval of this Resolution to authorize these lease agreements.

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

Section 1: That the Mayor be and is hereby authorized to enter into various lease agreements with numerous public and private agencies identified on the attached listing of lessee's and made a part hereof to this Resolution as "Exhibit A", at the Dunbar, Georgia Hill and John C. Birdine (Southeast Atlanta) neighborhood service centers for a three (3) year period to become effective upon the execution date of each lease agreement.

Section 2: That each lessee at these neighborhood service centers agree to pay the City of Atlanta the current rental value of \$8.44 on an annual basis, as assessed by the Department of Finance, Bureau of Budget and Management Analysis, with said assessment being made a part of this Resolution, and further identified as "Exhibit B".

Section 3: That the Department of Parks, Recreation and Cultural Affairs will receive all rental revenue collected and shall deposit said revenue into the Revenue Generated, General Fund Account Number 1A01 462201 B00001, upon city Council approval of this Resolution to authorize these lease agreements and upon each lease agreement being fully executed by the Mayor.

Section 4: That the City Attorney be and is hereby directed to review the prepared lease agreements to be approved by the City Attorney as to form for execution by the Mayor.

Section 5: That these lease agreements shall not become binding on the City of Atlanta, and the City of Atlanta shall incur no liability upon the same until the lease has been fully executed by the Mayor and delivered to each leasing agency head.

Section 6: That all Resolutions in conflict herewith, are hereby rescinded to the extent of the conflict.

A true copy,

Rhonda Dauphin Johnson
Municipal Clerk, CMC

ADOPTED as amended by the Council
APPROVED by the Mayor

JULY 01, 2002
JULY 09, 2002

"EXHIBIT A"
DUNBAR FACILITY
TENANTS/SQ.FT. for
2002

NAME OF AGENCIES	DIRECTOR	SUITE #	SQ. FT.	PHONE NUMBER
Center for Black Women's Wellness	Cheryl Boykins	305/309	4,440	404-688-9202
Chance For a Higher Level Outreach	Pearlene Glass-Tanks	205/206	276	404-681-4567
South Atlanta Child Development Center	Deborah Terry	1st floor	5,205	404-522-1348
Ropheka Rock Ministries	Deborah James	203	375	404-221-1444
Atlanta-Fulton Public Library	Linda Jordan	304	2,260	404-730-4779
The Atlanta Project	Juanita Goss	204	960	404-659-3984
Seeds of Miracles	Ronald Zachery	308	195	
Project Dunbaar	William Floyd	301/302	1,975	404-525-0751
Home Care Associates	Barbara Drummond	308	255	404-523-2692
Total Sq. Ft.			15,941	



**GEORGIA HILL FACILITY
TENANTS/SQ.FT. for
2001**

"EXHIBIT A"

NAME OF AGENCIES	DIRECTOR	SUITE #	SQ. FT.
Fulton County Library	Emmanuel Enujloke (404)730-7886	101	4415
South Atlanta Child Development Center	Ellery Hill (404)524-8977	103	5253
FULTON COUNTY JUVENILE COURT Mental Health Panel Review Program Development Probation Office Total Sq. Ft. for Juvenile Court	Victor Brown Tricia Heindel Deborah Richardson Victor Brown (404)730-1038	202 & 203A 203B & 204 207 205	5,092
Creative Counseling Services	Ronald Redmond, Jr. (404)525-1190	212	929
United Youth-Adult Conference II	Michael Langford (404)344-1576	305 & 307	1237
National Black Men Health Network	Jacob Daughtry (404)524-7237	321	325
Turning Point Enterprises, inc.	JoAnn Hayward (404)525-8065	308 & 309	895
ZAP Asthma Consortium, Inc.	Portia Griffin (404)658-6384	330	894
The AGBARA Foundation , Inc.	Mikayla Agbara (770)998-4980	208	456
Community Empowerment Advisory Board	(404)525-3399	213	672
Kids In Need of Dreams, inc.	Jessica Pennington (404)584-9500	348	387
		335	99
		336	122
		337	96
		340	88
		common area 2 restrooms	104 60
Total Sq. Ft.		953	
Mothers Advocating Juvenile Justice Inc.	Judith Skidmore (404)486-8198	367	288
Ross & Company	Jennifer Brooks 1-877-644-0682	315	741

JOHN C. BIRDINE NEIGHBORHOOD FACILITY
Agencies/Agencies Directors/Phone Numbers/Sq. Ft.

"EXHIBIT A"

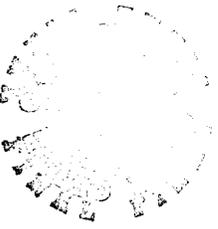
NAME OF AGENCIES	DIRECTORS- TELEPHONES:	SUITE #	SQ. FT.
Fulton County Dept. of Family and Children Services	Barbara Warner - 404-624-2500	202	8,150
Fulton County South Central Mental Health	Lucy Cannon - 404-624-0610-ext. 17	205	7,019
Fulton County South Central Mental Health Day Treatment Program	Lucy Cannon - 404-624-0610-ext:17	105	4,007
Community Family Day Care, Inc. Food Nutritious Program	Wilbertine Calhoun 404-627-7565	204	400
Community Alert, Inc.	Patricia Coppin - 404-627-7253	107B	90
Pathway Agency, Inc. Family Life Center	Sheryl McClendis - 404-624-9809	203	1,221
Arms of Love Enterprises, Inc.	Sandra Gresham - 404-624-0308	107C	90
Education for Excellence Task Force	Monica Jones & Melva Bryant - 404-584-0514 and/or Cell: 404-451-4013	107D	90
South Atlanta Child Development Center	Brenda Cannon - 404-622-5248	Lower Level	5,262

"EXHIBIT B"

CITY OF ATLANTA
 NEIGHBORHOOD CENTERS
 2002 RENTAL RATES

COST CENTER	NEIGHBORHOOD CENTER	2002 BUDGET	SHARE OF MAINT. MGMT. 2002 BUDGET	INSURANCE		TOTAL	LEASABLE SPACE	2002 RATE
				RATE/ SQ. FT.	AMOUNT			
G43401	MAINTENANCE MANAGEMENT	\$1,374						
G43402	DUNBAR	\$254,187	\$458	0.14	\$5,090	\$259,735	36,355	\$7.14
G43403	GEORGIA-HILL	\$291,889	\$458	0.12	\$3,936	\$296,283	32,802	\$9.03
G43405	JOHN C. BIRDINE (SOUTHEAST ATL.)	\$308,182	\$458	0.12	\$4,110	\$312,749	34,247	\$9.13
	TOTAL	\$855,632	\$1,374		\$13,136	\$868,767		\$25.31

2002 BASE RATE = \$8.44





Neighborhood Service Center Lease Agreement

This Lease Agreement, made and entered into this the ____ day of _____, 2002, by and between the CITY OF ATLANTA, a municipal corporation within the State of Georgia, hereinafter referred to as the "Lessor" and "Agency Name", a corporation duly authorized to do business in the State of Georgia, hereinafter referred to as "Lessee."

WITNESSETH:

Whereas, the City of Atlanta owns approximately-----square feet of real property located at 215 Lakewood Way, S. W. hereinafter called the "leased premises; and

Whereas, the Neighborhood Facility known as the John C. Birdine, Neighborhood Service Center will be used for the location and housing of various public and private agencies providing services to the residents of areas; and

Whereas, the undersigned Lessee will provide services to the residents of this area in accordance with the terms and conditions hereinafter set forth; and

Whereas, the Acting Commissioner of the Department of Parks, Recreation and Cultural Affairs and the Acting Commissioner of the Department of Administrative Services have recommended that appropriate lease agreements be entered into with "Agency Name"; and

Whereas, this Lease Agreement was authorized by a Resolution adopted by the Council of the City of Atlanta, Georgia on _____, 2002 and approved by the Mayor on _____, 2002, a copy of which is attached hereto and made a part hereof as Exhibit "A", that the City was authorized to enter into a Lease Agreement with the Lessee for a period of three (3) years.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties do agree as follows:

1.

Premises

The Lessor, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Lessee, has leased and rented, and by these presents does lease and rent, unto the said Lessee, and said Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the leased property at 215 Lakewood Way, S. W. No easement for air or light is included in the premises.

2.

Lease Term

Subject to the terms and conditions herein, Lessee shall have and hold the leased premises described herein for a term of three (3) years, commencing on the date of its execution, unless sooner terminated. Lessee understands that any request to renew such lease shall be subject to the approval of the City. It is understood that at the end of this lease term, this Lease Agreement shall terminate absolutely and without further obligation on the part of the City, unless renewed. If the Lessor does not renew this lease, then Lessor shall be free to lease the premises to another party for any subsequent period without any further claim or right from the Lessee.

3.

Possession of Premises

If this Lease Agreement is executed before the premises herein becomes ready and Lessor cannot deliver possession of the herein leased premises by the time the term of this Lease Agreement is fixed herein to begin, Lessee waives any claim for damages due to such delay and Lessor waives the payment of any rent until Lessor delivers possession to Lessee.

4.

Rent

Lessee shall pay to Lessor at its office in City Hall East, Atlanta, Georgia, promptly on the first day of each month, in advance during the term of this Lease Agreement, rent in the amount of " _____" for a total yearly rent of \$ (8,150 sq. ft. @ \$8.44). In the event the term shall commence on a day other than the first day of the month, the rent for the first partial month shall be prorated. The aforesaid rent shall be due and payable in all events and Lessee hereby agrees to pay said rent and not to exercise any right of termination due to the breach or alleged breach by Lessor of any of the terms hereof.

5.

Use of Premises

Premises shall be used for the location and housing of various public and private agencies providing services to residents of South Atlanta, Poole Creek, Jovland, Thomasville, Jonesboro North and Jonesboro South, Lakewood, Lakewood Heights, Betmar Villa and Carver Homes and related purposes by the Department of Parks, Recreation and Cultural Affairs. Lessee shall not commit waste on the premises. The premises shall not be used for any illegal purposes, nor any manner to create any nuisance or trespass. Lessee hereby agrees to comply with any and all municipal, county, state, and federal regulations or requirements applicable or in any way relating to the use and occupancy of the premises. Lessee shall throughout the term of the Lease Agreement, and any renewal, at its expense, maintain in good order and repair the premises, except those repairs expressly required to be made by Lessor hereunder. Lessee agrees to comply with all rules, regulations or special stipulations for the use of the premises hereafter adopted by the Lessor and made known to Lessee, which shall have the same force and effect as the covenants of this Lease Agreement. Lessee agrees that its guest, visitors and patrons will observe all such rules and regulations.

Lessee shall not permit or allow the leased premises to be damaged or diminished in value by any act or negligence of Lessee, or of Lessee's officers, agents, employees or contractors, in any manner whatsoever.

6.

Repairs By Lessee

Lessor is responsible for presenting the premises in good order including all heating, air conditioning, and other facilities. Lessee accepts premises in their condition as is and as suited for the use intended by Lessee. Lessee has examined and knows the condition of the premises and has received the same in good order and repair, and no representations as to the condition or repair thereof have been made by Lessor, or the agent of said party prior to or at the execution of this Lease Agreement, that are not herein expressed; and upon the termination of this Lease Agreement, will yield up the premises to the Lessor in as good condition, as when the same were entered upon by the Lessee, ordinary wear and tear only excepted.

Lessee shall promptly notify Lessor of any condition on the premises or Lessor's property which Lessee believes to be dangerous to the health or safety of tenants. Lessee shall, throughout the initial term of this Lease Agreement and any extension or renewal thereof, at its expense, maintain in good order and repair the premises, including the building, heating and air conditioning equipment (including but not limited to replacement of parts, compressors, air handling

units and heating units), and other improvements located thereon, except those repairs expressly required to be made by Lessor hereunder.

7.

Repairs by Lessor

Lessor agrees to keep in good repair the roof, foundations, and exterior walls of the premises (exclusive of all glass and exclusive of all exterior doors), and underground utility and sewer pipes outside the exterior walls of the building. Lessor gives to Lessee exclusive control of the premises and shall be under no obligation to inspect said premises. Lessee shall promptly report in writing to Lessor any defective condition known which Lessor is required to repair, and failure so to report such condition, shall make Lessee responsible to Lessor for any liability incurred by Lessor, by reason of such condition.

8.

Nonliability of Lessor

Lessor shall not be responsible for damage to or loss of Lessee's property or loss of use of Lessee's property through theft or otherwise. Lessor shall not be liable for any damage occasioned by failure to keep the premises in repair and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or sewerage, or the bursting, leaking or running of any cistern, tank, water closet or waste pipe, in, above, or about the building or premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trapdoor or otherwise, nor for any damage arising from acts or neglect of cotenants, or other occupants of the same building, or of any owners or occupants of adjacent or contiguous property.

9.

Utilities

Lessee shall be solely responsible for and promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed on the leased premises during the lease term or any renewal, including any deposits demanded by any Utility company.

10.

City's Right to Access and Inspection of Premises

Lessor may enter the premises at reasonable hours, and allow the same to prospective purchasers or tenants, to make any repairs required of Lessor under the terms of this Lease Agreement, to inspect the premises to see that Lessee is complying with all of its obligations hereunder and for any other uses which the Lessor deems proper and reasonable.

11.

No Assignment or Subletting

No assignment, transfer or sublease is authorized under this Lease Agreement. If Lessee shall assign this Lease Agreement or sublet or otherwise dispose of whole or any part of the leased premises, this Lease Agreement, shall thereupon terminate.

12.

Events of Default and Termination for Cause

In the event that anyone or more of the following events ("Events of Default") shall occur: (A) if the rent specified in paragraph 4 herein is not paid at the time and place when and where due, within five (5) days after written notice by Lessor to Lessee that the rent is due and unpaid; or (B) if the leased premises shall be deserted or vacated; or (C) if the Lessee shall fail to comply with any term, provision, condition, or covenant of this lease, other than the payment of rent, or any of the rules and regulations now or hereafter, established for the premises, and shall not-cure such failure within five (5) days after notice to the Lessee of such failure to comply; or (D) if any petition is filed by or against Lessee under any section or chapter of the Bankruptcy laws as amended; or (E) if Lessee shall make an assignment for benefit of creditors; or (F) if a receiver is appointed for a substantial part of the assets of Lessee; or (G) if either the lease-hold interest or Lessee's effects are levied on under execution in any of such events, Lessor shall have the option to do any of the following in addition to and not in limitation of any other remedy permitted by law or by this lease: (1) Terminate this Lease Agreement, in which event Lessee shall immediately surrender the premises to Lessor, but if Lessee shall fail to so do, Lessor may, without further notice and without prejudice to any other remedy, Lessor may have for possession or arrearage in rent or damages for breach of contract, enter upon the premises and expel or remove Lessee and his/her effects, by force if necessary, without being liable to prosecution or any claim by Lessee for damages therefor; whether through inability to relet the premises, or through decrease in rent, or otherwise; in the event of such termination, Lessor may, at its option, declare the entire amount of the rent which would become due and payable during the remainder of the term of this Lease Agreement to be due and payable immediately, in which event, Lessee agrees to pay the same at once, together with all rents therefor due, at the office of Lessor,

Atlanta, Georgia; provided, however, that such payments shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of the rent for the remainder of the said term.

(2) Enter the leased premises as the agent of the Lessee, by force if necessary, without being liable to prosecution or any claim by Lessee for damages therefor, and relet the premises as the agent of the Lessee, and receive the rent therefor, and the Lessee shall pay the Lessor any deficiency that may arise by reason of such reletting, on demand at any time and from time to time at the office of Lessor, Atlanta, Georgia.

Upon termination of this Lease Agreement, any improvements theretofore made to the property by Lessee shall remain as a part of the property and become the property of the Lessor. All costs and expenses incurred by or on behalf of Lessor (including, without limitation, attorneys' fees and expenses occasioned by any default by Lessee under this Lease Agreement) shall constitute additional rent hereunder. Pursuit of any of the foregoing remedies " shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law.

13.

Termination Without Cause

Notwithstanding the provisions of paragraph 12 of this Lease Agreement concerning default, or anything else contained in this Lease Agreement, the City may terminate this Lease Agreement without cause at any time, for the convenience of the City, upon the giving of thirty (30) days written notice to Lessee. Upon any such termination, any improvements theretofore made to the property by Lessee shall remain as a part of the property and become the property of the Lessor.

14.
Removal of Effects Upon Termination

If Lessee shall not remove all of its effects from said premises at any termination of this Lease Agreement, Lessor may, at its option, remove all or part of said effects in any-manner that Lessor shall choose and store the same without liability to Lessee for loss thereof, and Lessee shall be liable to Lessor for all expenses incurred in such removal and also storage of said effects.

15. Insurance

Language for this section will be provided by the City of Atlanta Risk Manager

16. Indemnification-

Language for this section will be provided by the City of Atlanta Risk Manager

17.
Licenses

Lessee shall obtain, at its own expense, all permits and licenses required by all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the performance of the work called for by this Lease Agreement.

18.
Destruction of Premises

If the leased premises shall be damaged or destroyed by fire, the elements, unavoidable accidents or other casualty, all insurance proceeds payable by reason thereof shall be applied to the repair, reconstruction and renovation of said premises. If

reconstruction, renovation or repairs cannot be completed within one hundred and eighty (180) days from the date of the fire, or other cause of damage, then either Lessor or Lessee may terminate this Lease Agreement, in which event rent may be abated from the date of such damage or destruction. However, if the damage or destruction is such that reconstruction, renovation or repairs can be completed within one hundred eighty (180) days, the Lessor covenants and agrees to make such reconstruction, renovation or repairs with reasonable promptness and dispatch, and to allow Lessee an abatement in the rent for such time as

the building is untenable or proportionately for such portion of the leased premises as shall be untenable and the Lessee covenants and agrees that the terms of this lease shall not be otherwise affected.

19.
Condemnation

If the whole of the premises, or such portion thereof as will make the premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose or be sold by Lessor in lieu or under threat of condemnation, then in either of said events this Lease Agreement shall cease from the time when possession

thereof is taken by public authority, and rent shall be accounted for as between Lessor and Lessee as of that date. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover from the condemnor compensation and damage caused by condemnation. It is further understood and agreed that neither Lessor, nor Lessee shall have any rights in any award made to the other by any condemning authority notwithstanding the termination of this Lease Agreement as herein provided.

20.

Leasehold Interest

This Lease Agreement shall create the relationship of landlord and tenant between Lessor and Lessee and no estate shall pass out of Lessor. Lessee has only a usufruct, not subject to levy and sale.

21.

Holding Over

If Lessee remains in possession after expiration of the term hereof, with Lessor's acquiescence and without any distinct written agreement of the parties, Lessee shall be a tenant at will; and there shall be no automatic renewal of this Lease Agreement by operation of law.

22.

Surrender of Possession Upon Termination

At the termination of this Lease Agreement, Lessee shall surrender the premises and keys thereto to Lessor in the same condition as at commencement of the term of this Lease Agreement, natural wear and tear only accepted. Upon termination of this lease, all rights of the Lessee and of all persons whomsoever claiming by, through or under the Lease Agreement shall cease and terminate. The leased premises and all buildings and improvements located on the leased premises, including fixtures shall (henceforward constitute and belong to and be the absolute property of the Lessor or the Lessor's successors and assigns, without further act or conveyance, and without liability to make compensation to the Lessee or to anyone whatsoever, and free and discharged from all and every lien, encumbrance and charge of any character created or attempted to be created by the Lessee at any time.

23.

No Alterations or Improvements

Lessee will make no alterations in or additions to said premises without first obtaining the Lessor's prior written consent. All erections, additions, fixtures and improvements, whether temporary or permanent in character (except only the movable office furniture of the Lessee) made in or upon said premises, either by the Lessee or the Lessor, shall remain upon said premises at the termination of said term by lapse of time or otherwise, without compensation to the Lessee.

24.

Solicitation of Agreement

The Lessee warrants that it has not employed or retained any company or person, other than a bona fide employee or licensed real estate agent working for the Lessee, to solicit or secure this agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee or licensed real estate agent for the Lessee, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making this Lease Agreement. For the breach or violation of the above warranty and upon a finding after

notice and hearing, the City shall have the right to terminate this Lease Agreement without liability.



25.

Notices

Any notice which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and the time the same are deposited in the mail, with postage prepaid, to be mailed by registered or certified United States mail, return receipt requested, and addressed to the Lessor, City of Atlanta as follows:

Commissioner, Department of Parks, Recreation and Cultural Affairs
Suite 800
675 Ponce DeLeon Avenue, N.E.
Atlanta, Georgia 30308
404-817-6764 telephone (404)-817-6928 facsimile

with a copy of same also addressed to :

City Attorney, City of Atlanta Law Department 68 Mitchell Street, S. W.
Suite 4100 City Hall Tower
Atlanta, Georgia 30335-0332 (404) 330-6400 telephone (404) 658-6894 facsimile

and to the Lessee as follows: Agency Information Will Go Here:

26.

Entire Agreement

This Lease Agreement contains the entire and integrated agreement of the parties and may be amended only by written instrument which is approved by both parties to the agreement. No representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee of any obligation hereunder, shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

27.

Conditions As to Effect of Agreement

The parties agree that this agreement shall not become binding on the City, and the City shall incur no liability upon the same, until such agreement has been executed by the Mayor, officially sealed by the Municipal Clerk and delivered to the Lessee.

IN WITNESS WHEREOF, the City and the Lessee have set their hands and seals, and have caused this Lease Agreement to be executed by the duly authorized officials, identified below as of the day and year first above written.



IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed by their duly authorized officials, on the day and year first above written.

ATTEST:

CITY OF ATLANTA:

Municipal Clerk

Mayor (SEAL)

ATTEST:

PRESIDENT:

Secretary of Record with
The State of Georgia

"Agency Name" (SEAL)

APPROVED:

APPROVED:

Acting Commissioner,
Department of Parks, Recreation
And Cultural Affairs

Chief of Staff

APPROVED AS TO FORM:

RECOMMENDED:

Assistant City Attorney

Director, Bureau of Purchasing and
Real Estate

APPROVED:

Chief Financial Officer

**07/01/02 Council
Meeting**

**ITEMS ADOPTED ON
CONSENT AGENDA**

**ITEMS ADOPTED ON
CONSENT AGENDA**

**ITEMS
ADVERSED
ON CONSENT
AGENDA**

1. 02-O-0718
2. 02-O-1021
3. 02-O-1022
4. 02-O-1119
5. 02-O-1142
6. 02-O-0602
7. 02-O-1013
8. 02-O-1148
9. 02-O-0864
10. 02-O-1017
11. 02-O-1020
12. 02-R-1143
13. 02-R-1104
14. 02-R-1120
15. 02-R-1121
16. 02-R-1122
17. 02-R-0470
18. 02-R-0810
19. 02-R-1182
20. 02-R-1118
21. 02-R-1146
22. 02-R-1177
23. 02-R-1179
24. 02-R-1101
25. 02-R-1102
26. 02-R-1103
27. 02-R-1145
28. 02-R-1134
29. 02-R-1135
30. 02-R-1136
31. 02-R-1176
32. 02-R-1072
33. 02-R-1073

34. 02-R-1074
35. 02-R-1075
36. 02-R-1124
37. 02-R-1125
38. 02-R-1126

39. 02-R-1076
 40. 02-R-1077
 41. 02-R-1078
 42. 02-R-1079
 43. 02-R-1080
 44. 02-R-1081
 45. 02-R-1082
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 62. 02-R-1099
 63. 02-R-1127
 64. 02-R-1128
 65. 02-R-1129
 66. 02-R-1130
 67. 02-R-1131
 68. 02-R-1132
 69. 02-R-1133
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02-R-1102

(Do Not Write Above This Line)

RESOLUTION BY COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE

AUTHORIZING THE MAYOR TO ENTER INTO VARIOUS LEASE AGREEMENTS AT THE JOHN C. BIRDINE, DUNBAR AND GEORGIA HILL STREET NEIGHBORHOOD SERVICE CENTERS AT A RENTAL RATE OF \$8.44 PER SQUARE FOOT FOR A PERIOD OF THREE(3) YEARS FROM THE DATE OF EXECUTION OF SAID LEASE AGREEMENT ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS; ALL RENTAL MONIES SHALL BE DEPOSITED INTO THE REVENUE GENERATED, GENERAL FUND ACCOUNT NUMBER 1A01 462201 B00001; AND FOR OTHER PURPOSES.

ADOPTED BY

JUL 0 1 2002

COUNCIL

AS AMENDED

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

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
 Date _____
 Chair _____
 Referred to _____

Committee <i>CD/HR</i>	Committee
Date <i>6/27/02</i>	Date
Chair <i>Charles Howard</i>	Chair
Action: Fav, Adv, Hold (see rev. side)	Action: Fav, Adv, Hold (see rev. side)
Other: <i>As amended</i>	Other:
Members <i>Charles Howard Marilyn Johnson A. M. D.</i>	Members
Refer To	Refer To

Committee	Committee
Date	Date
Chair	Chair
Action: Fav, Adv, Hold (see rev. side)	Action: Fav, Adv, Hold (see rev. side)
Other:	Other:
Members	Members
Refer To	Refer To

FINAL COUNCIL ACTION
 2nd
 1st & 2nd
 3rd
 Readings
 Consent
 V Vote
 RC Vote

CERTIFIED

CERTIFIED
 JUL 0 1 2002
 ATLANTA CITY COUNCIL PRESIDENT
Calvin W. Woodard

CERTIFIED
 JUL 0 1 2002
Marilyn Johnson
 MUNICIPAL CLERK

MAYOR'S ACTION

Marilyn Johnson
 JUL 9 2002
 MAYOR