



**RESOLUTION BY COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE**

04-1-1751

AUTHORIZING THE MAYOR TO EXTEND THE TERM OF THE LEASE AGREEMENT WITH RUTH C. BAILEY, A BUREAU OF PARKS EMPLOYEE FOR A THREE (3) YEAR PERIOD SO AS TO ALLOW HER TO CONTINUE TO LIVE IN THE CARETAKER'S HOUSE ON THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS' PROPERTY LOCATED AT 1357 MONTREAT AVENUE, S. W., RENT FREE IN EXCHANGE FOR SECURITY AND CARETAKER SERVICES, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS, BUREAU OF PARKS; AND FOR OTHER PURPOSES.

Whereas, the City of Atlanta, Department of Parks, Recreation and Cultural Affairs, Bureau of Parks desires to extend the term of a caretaker lease agreement with the City of Atlanta employee Ruth C. Bailey, for the purpose of continuing the implementation of a caretaker and security service lease agreement at the property located at 1357 Montreat Avenue, S.W. and known as the Montreat property, owned by the City of Atlanta; and

Whereas, a selection process was set up whereby all employees of the Department of Parks, Recreation and Cultural Affairs had an opportunity to apply to live in the Caretaker's house at the Montreat property; and

Whereas, Ruth C. Bailey's caretaker lease agreement was Adopted by the Atlanta City Council on August 7, 2000 and Approved by the Mayor on August 13, 2000 under identification number 00-R-1121; and

Whereas, Ruth C. Bailey, a City of Atlanta employee who works within the Bureau of Parks was chosen from a list of eligible applicants, and has provided exceptional caretaker/security services in lieu of rent, principally eight (8) hours per week, since September 14, 2000, when her lease agreement was fully signed and executed; and

Whereas, Ruth C. Bailey has provided exceptional caretaker/security services seven (7) days a week for a period of three (3) years, with one option to renew for a one (1) year period; and

Whereas, the Director of the Bureau of Parks believes it is necessary to provide for the continuation of the caretaker/security services under the same terms and conditions as the existing lease agreement, for an additional three (3) year period with Ruth C. Bailey, due to the fact that her three (3) year lease agreement and the one (1) option to renew the lease agreement will be exhausted and will technically expire on September 23, 2004; and



Whereas, in accordance with the City of Atlanta, Code of Ordinances, Code Section 2-6, Lease of city owned houses to certain public officers and other employees, the last appraisal report/valuation analysis for said property list the Fair Market Rental Rate as \$450.00 per month; and

Whereas, past experience has proven that a live-in caretaker is an effective deterrent to vandalism at other locations throughout the system.

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 extend the term of the lease agreement with Ruth C. Bailey, a City of Atlanta, Department of Parks, Recreation and Cultural Affairs, Bureau of Parks employee for a three (3) year period on behalf of the City of Atlanta, so as to allow her to continue to provide caretaker and security services at the City of Atlanta owned property located at 1357 Montreat Avenue, S.W., known as the Montreat House property in lieu of rent, seven (7) days per week, principally eight (8) hours per week.

Section 2: That the term for this extended lease agreement shall be for a period of three (3) years with all other terms and conditions thereof to continue in full force and effect, except, as herein extended. The lease agreement shall automatically terminate should Ms. Bailey cease to be a City employee.

Section 3: That the City Attorney be and is hereby directed to review the prepared extended lease agreement to be approved by the City Attorney as to form for execution by the Mayor

Section 4: That this extended lease agreement period of three (3) years shall not become binding on the City, and that the City shall incur no liability upon the same until such lease agreement has been fully executed by the Mayor and delivered to the Caretaker, Ms. Ruth C. Bailey.

A true copy,

Reanda Daughin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

October 18, 2004
October 20, 2004

CITY COUNCIL
ATLANTA, GEORGIA

00-R-1121

SUBSTITUTE
RESOLUTION BY COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE

AUGUST 7, 2000

AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT SO AS TO ALLOW RUTH C. BAILEY TO LIVE IN THE CARETAKER'S HOUSE ON THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS' PROPERTY AT 1357 MONTREAT AVENUE, S.W., RENT FREE IN EXCHANGE FOR SECURITY AND CARETAKER SERVICE, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS, BUREAU OF PARKS.

Whereas, the City of Atlanta, Department of Parks, Recreation and Cultural Affairs, Bureau of Parks desires to enter into a lease agreement for the purpose of securing a caretaker and security services at the property located at 1357 Montreat Avenue, S.W., and known as the Montreat property; and

Whereas, a selection process was set up whereby all employees of the Department of Parks, Recreation and Cultural Affairs had an opportunity to apply to live in the Caretaker's house at the Montreat property; and

Whereas, Ruth C. Bailey a City of Atlanta employee who works within the Bureau of Parks was chosen from a list of eligible applicants, and has consented to provide said caretaker/security services in lieu of rent, principally eight (8) hours per week; and

Whereas, Ruth C. Bailey shall provide caretaker/security services seven (7) days a week for a period of three (3) years, with one option to renew for a period of one (1) year; and

Whereas, in accordance with Code Section 2-6, Lease of city owned houses to certain public officers and other employees, the last appraisal report/valuation analysis for said property list the fair market rental rate as \$450.00 per month; and

Whereas, past experience has proven that a live-in caretaker is an effective deterrent to vandalism at other locations throughout the system.

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 a lease agreement with Ruth C. Bailey a Bureau of Parks employee on behalf of the City of Atlanta, to provide caretaker/security services at 1357 Montreat Avenue, S.W., in lieu of rent, seven (7) days per week, principally eight (8) hours per week.

Section 2: That the term for this lease agreement shall be for a period of three (3) years with the option to renew in writing for a one (1) year period. The lease agreement shall automatically terminate should Ms. Bailey cease to be a City employee.

Section 3: 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 4: That this lease agreement shall not become binding on the City, and that the City shall incur no liability upon the same until such lease agreement has been fully executed by the Mayor and delivered to the Caretaker, Ruth C. Bailey.

A true copy,

Phonda Daughton Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

AUG 07, 2000
AUG 13, 2000



STATE OF GEORGIA

COUNTY OF FULTON

EXTENDED MONTREAT HOUSE CARETAKER LEASE AGREEMENT

This Extended Lease Agreement, made this ____ day of _____, 2004, by and between the City of Atlanta, a municipal corporation of the State of Georgia hereinafter referred to as the "City", and Ms. Ruth C. Bailey, hereinafter referred to as "Caretaker".

WITNESSETH:

Whereas, the City has incurred heavy losses due to vandalism in areas where no caretaker lived and is desirous of hiring an on-site caretaker to deter same; and

Whereas, a caretaker's house exists at 1357 Montreat Avenue S.W., (known as the Montreat House property); and

Whereas, by Resolution adopted by the Atlanta City Council, Atlanta, Georgia, on the _____, day of _____, 2004, and approved by the Mayor on the _____, day of _____, 2004, hereto marked as Exhibit "A" and made a part hereof by reference, the Mayor is authorized to enter into an appropriate Extended Lease Agreement with said Caretaker to continue to perform the appropriate caretaker/security services at the Montreat House property; and

Whereas, in accordance with the Code of Ordinances of the City of Atlanta, Section 2-6, Lease of city owned houses to certain public officers and other employees the Department of Parks, Recreation and Cultural Affairs has properly selected an acceptable Caretaker; and

Whereas, Ruth C. Bailey, a City of Atlanta employee who works within the Bureau of Parks has provided exceptional caretaker/security services at the Montreat House property for the past four (4) years; and

Whereas, the Director of the Bureau of Parks believes it is necessary to provide for the continuation of the services under the same terms and conditions, except as herein extended, as the original lease agreement that was executed on September 14, 2000 by utilizing the same caretaker, Ruth C. Bailey for an extended three (3) year period.

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



1.

The Caretaker does hereby agree:

- a. To reside in the Caretaker's house located on the premises at 1357 Montreat Avenue, S.W., Atlanta, Georgia;
- b. To provide security watch over the caretaker's premises at the Montreat House property, seven (7) days a week and to notify police, fire and other emergency services units as necessary;
- c. To provide custodial and minor maintenance services for a maximum of eight (8) hours per week, without said services constituting overtime work;
- d. That all hours worked subject to item "c" above will be designated by the caretaker's immediate supervisor, Ms. Shara Haney, the District Maintenance Supervisor;
- e. To make any necessary minor repairs to the City owned structure located on said premises;
- f. To perform routine yard and custodial maintenance on the premises and minor repairs to the house, fences and gates, where applicable;
- g. To pay for all utility services related to the caretaker's house, to provide janitorial services to keep the house and immediate grounds clean and sanitary during the week and on week-ends;
- h. To have an operating telephone on-site at all times.

2.

The City agrees to allow the Caretaker to live rent-free in the caretakers' residence located at 1357 Montreat Avenue, S.W., Atlanta, Georgia during the term of this Extended Lease Agreement as consideration for the services to be performed hereunder and in accordance with the Fair Labor Standards Act.

3.

The Caretaker agrees to protect, hold harmless the City, its officers, agents and employees from any and all claims, demands, actions, causes of action, suits, damages, loss and expenses of whatever kind or nature to any person or to any property for anything that may occur in and about the caretaker house by the Caretaker on account of the services or on account of any negligence on the part of the Parks Caretaker.

4.



The term of this Extended Lease Agreement shall be for a period of three (3) years from the date of its execution. Provided further, that either party hereto may terminate this Extended Lease Agreement upon giving of at least thirty (30) days written notice to the other of such intent to terminate. The Extended Lease Agreement shall automatically terminate should Ms. Bailey cease to be a City employee.

5.

The parties agree that the term of this Extended Lease Agreement as contained herein, shall constitute the whole and entire agreement between them. No changes which may be mutually agreed upon by and between the City and the Caretaker shall be effective and enforceable until and unless a written amendment to this Extended Lease Agreement has been executed by both parties.

6.

It is understood and agreed upon by the Caretaker and the City that this Extended Lease Agreement shall not become binding upon the City, and the City shall incur no liability upon same until the Extended Lease Agreement has been executed by the Mayor and delivered to the Caretaker.

7.

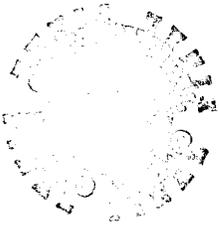
Both parties agree and understand that no subleasing of this facility is allowed or acceptable, under any circumstances. Failure by the Caretaker to adhere to this provision shall serve as an automatic violation of this Extended Lease Agreement and will give the City grounds for terminating the Extended Lease Agreement.

8.

It is further understood that no gambling of any kind will be conducted at this facility.

9.

It is understood by the Caretaker that this house is a City of Atlanta property, located in a highly visible location and as a result his private life can become very public, thus, the Caretaker agrees to behave accordingly. Absolutely no illegal, loud, disruptive, unruly or suspicious activity will be tolerated on the premises.



IN WITNESS WHEREOF, the City by and through its duly authorized officers and Ruth C. Bailey have executed this Extended Lease Agreement the day and year first above written.

ATTEST:

CITY OF ATLANTA:

Municipal Clerk

Mayor (SEAL)

ATTEST:

CARETAKER:

Notary Public

Ruth C. Bailey

APPROVED:

RECOMMENDED:

Commissioner, Department
of Parks, Recreation and
Cultural Affairs

Chief Operating Officer

APPROVED AS TO FORM:

APPROVED:

Assistant City Attorney

Chief Procurement Officer
Department of Procurement

APPROVED AS TO INTENT:

APPROVED:

Director, Bureau of Parks

Chief Financial Officer

STATE OF GEORGIA

COUNTY OF FULTON

MONTREAT HOUSE CARETAKER LEASE AGREEMENT

This Lease Agreement, made this 14th day of September, 2000, by and between the City of Atlanta, a municipal corporation of the State of Georgia hereinafter referred to as the "City", and Ruth C. Bailey hereinafter referred to as "Caretaker".

WITNESSETH:

Whereas, the City has incurred heavy losses due to vandalism in areas where no caretaker lived and is desirous of hiring an on-site caretaker to deter same; and

Whereas, a caretaker's house exists at 1357 Montreat Avenue, S.W., Atlanta, Georgia, (known as the Montreat property); and

Whereas, by Resolution adopted by the Atlanta City Council, Atlanta, Georgia, on the 7th day of August, 2000, and approved by the Mayor on the 13th day of August, 2000, hereto marked as Exhibit "A" and made a part hereof by reference, the Mayor is authorized to enter into an appropriate Lease Agreement with said Caretaker to perform the appropriate caretaker/security services; and

Whereas, in accordance with the Code of Ordinances of the City of Atlanta, Section 2-6, Lease of city owned houses to certain public officers and other employees the last appraisal report/valuation analysis for said property list the fair market value rental rate as \$450.00 per month.

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

1.

The Caretaker does hereby agree:

- a. To reside in the Caretaker's house located on the premises at 1357 Montreat Avenue, S.W., Atlanta, Georgia;
- b. To provide security watch over the caretaker's premises at the Montreat property, seven (7) days a week and to notify police, fire and other emergency services units as necessary;

- c. To provide custodial and minor maintenance services for a maximum of eight (8) hours per week, without said services constituting overtime work;
- d. That all hours worked subject to item "c" above will be designated by the caretaker's immediate supervisor, Ms. Sharie Haney, the Southwest District Area Supervisor;
- e. To make any necessary minor repairs to the City owned structure located on said premises;
- f. To perform routine yard and custodial maintenance on the premises and minor repairs to the house, fences and gates, where applicable;
- g. To pay for all utility services related to the caretaker's house, to provide janitorial services to keep the house and immediate grounds clean and sanitary during the week and on week-ends;
- h. To perform any other duties relative to the provision of caretaker services that may be imposed by the City from time to time;
- i. To have an operating telephone on-site at all times.

2.

The City agrees to allow the Caretaker to live rent-free in the caretakers' residence located at 1357 Montreat Avenue, S.W., during the term of this Lease Agreement as consideration for the services to be performed hereunder and in accordance with the Fair Labor Standards Act.

3.

The Caretaker agrees to protect, hold harmless the City, its officers, agents and employees from any and all claims, demands, actions, causes of action, suits, damages, loss and expenses of whatever kind or nature to any person or to any property for anything that may occur in and about the caretaker house by the Caretaker on account of the services or on account of any negligence on the part of the Parks Caretaker.

4.

The term of this Lease Agreement shall be for a period of three (3) years from the date of its execution. Provided, however, that at the expiration of the initial term, and in consideration of the mutual benefits to both the City and the Caretaker, this Lease Agreement may be renewed in writing for a period not to exceed one (1) year under the same terms and conditions, by mutual consent of both parties. Provided further, that either party hereto may terminate this Lease Agreement upon giving of at least thirty (30)



days written notice to the other of such intent to terminate. The lease agreement shall automatically terminate should Ms. Bailey cease to be a City employee.

5.

The parties agree that the term of this Lease Agreement as contained herein, shall constitute the whole and entire agreement between them. No changes which may be mutually agreed upon by and between the City and the Caretaker shall be effective and enforceable until and unless a written amendment to this Lease Agreement has been executed by both parties.

6.

It is understood and agreed upon by the Caretaker and the City that this Lease Agreement shall not become binding upon the City, and the City shall incur no liability upon same until the Lease Agreement has been executed by the Mayor and delivered to the Caretaker.

7.

Both parties agree and understand that no subleasing of this facility is allowed or acceptable, under any circumstances. Failure by the Caretaker to adhere to this provision shall serve as an automatic violation of this Lease Agreement and will give the City grounds for terminating the Lease Agreement.

8.

It is further understood that no gambling of any kind will be conducted at this facility.

9.

It is understood by the Caretaker that this house is a City of Atlanta property, located in a highly visible location and as a result her private life can become very public, thus, the Caretaker agrees to behave accordingly. Absolutely no illegal, loud, disruptive, unruly or suspicious activity will be tolerated on the premises.

IN WITNESS WHEREOF, the City by and through its duly authorized officers and Ruth C. Bailey have executed this Lease Agreement the day and year first above written.

ATTEST:

Rhonda Knight-Johnson
Municipal Clerk

CITY OF ATLANTA:

[Signature]
Mayor (SEAL)

ATTEST:

Delbert F. Harris
Notary Public, Fulton County, Georgia
My Commission Expires Dec. 10, 2000

CARETAKER:

Ruth C. Bailey
Ruth C. Bailey

APPROVED:

Ford McCray, Jr.
Acting Commissioner, Department of Parks, Recreation and Cultural Affairs

RECOMMENDED:

Larry Nalson
Chief Operating Officer

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

APPROVED:

[Signature]
Director, Bureau of Purchasing and Real Estate

APPROVED AS TO INTENT:

[Signature]
Director, Bureau of Parks

APPROVED:

[Signature]
Chief Financial Officer, Department Of Finance

RCS# 6139
10/18/04
2:33 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I PGS 6-18, EXCEPT:04-O-1369
04-R-1764 04-R-1765
ADOPT

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 0
ABSENT 1

NV Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	B Maddox	Y Willis
Y Winslow	Y Muller	Y Sheperd	NV Borders

CONSENT I

10-04-04 Council Meeting		
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 04-O-1570	38. 04-R-1772	48. 04-R-1783
2. 04-O-1586	39. 04-R-1773	49. 04-R-1784
3. 04-O-1667	40. 04-R-1774	50. 04-R-1785
4. 04-O-1669	41. 04-R-1775	51. 04-R-1786
5. 04-O-1670	42. 04-R-1776	52. 04-R-1787
6. 04-O-1671	43. 04-R-1777	53. 04-R-1788
7. 04-O-1672	44. 04-R-1778	54. 04-R-1789
8. 04-O-1658	45. 04-R-1779	55. 04-R-1790
9. 04-O-1807	46. 04-R-1780	56. 04-R-1791
10. 04-O-1810	47. 04-R-1781	57. 04-R-1792
11. 04-O-1813		58. 04-R-1793
12. 04-O-1817		59. 04-R-1794
13. 04-O-1850		
14. 04-O-1651		
15. 04-O-1654		
16. 04-O-1808		
17. 04-R-1472		
18. 04-R-1751		
19. 04-R-1798		
20. 04-R-1485		
21. 04-R-1759		
22. 04-R-1760		
23. 04-R-1761		
24. 04-R-1797		
25. 04-R-1824		
26. 04-R-1825		
27. 04-R-1762		
28. 04-R-1754		
29. 04-R-1755		
30. 04-R-1756		
31. 04-R-1757		
32. 04-R-1827		
33. 04-R-1799		
34. 04-R-1768		
35. 04-R-1769		
36. 04-R-1770		
37. 04-R-1771		

04-R-1751

(Do Not Write Above This Line)

RESOLUTION BY COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE

AUTHORIZING THE MAYOR TO EXTEND THE TERM OF THE LEASE AGREEMENT WITH RUTH C. BAILEY A BUREAU OF PARKS EMPLOYEE FOR A THREE (3) YEAR PERIOD SO AS TO ALLOW HER TO CONTINUE TO LIVE IN THE CARETAKER'S HOUSE ON THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS' PROPERTY LOCATED AT 1357 MONTREAT AVENUE, S.W., RENT FREE IN EXCHANGE FOR SECURITY AND CARETAKER SERVICES, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS, BUREAU OF PARKS; AND FOR OTHER PURPOSES.

ADOPTED BY

OCT 18 2004

COUNCIL

- 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

Date

Chair

CP/HR
10/12/04
[Signature]

Fav, Adv, Held (see rev. side)
Others

Members

[Signatures]
Debra M. Starnes
[Signature]
[Signature]
[Signature]
[Signature]

Refer To

Committee

Date

Chair

Fav, Adv, Held (see rev. side)
Others

Members

Refer To

Committee

Date

Chair

Fav, Adv, Held (see rev. side)
Others

Members

Refer To

Committee

Date

Chair

Fav, Adv, Held (see rev. side)
Others

Members

Refer To

FINAL COUNCIL ACTION

2nd 1st & 2nd 3rd

Readings

Consent V Vote RC Vote

CERTIFIED

CERTIFIED
OCT 18 2004
ATLANTA CITY COUNCIL PRESIDENT
[Signature]

CERTIFIED
OCT 18 2004
[Signature]
MUNICIPAL CLERK

APPROVED
MAYOR'S ACTION

OCT 20 2004

[Signature]
MAYOR