

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

04-*ℓ*-2155

AUTHORIZING THE MAYOR TO EXTEND THE TERM OF THE LEASE AGREEMENT WITH ANDREW J. WELLS, A BUREAU OF PARKS EMPLOYEE FOR A THREE (3) YEAR PERIOD, SO AS TO ALLOW HIM TO CONTINUE TO LIVE IN THE CARETAKER'S HOUSE ON THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS' PROPERTY LOCATED AT 2238 PERKERSON ROAD, S.W., RENT FREE IN EXCHANGE FOR SECURITY AND CARETAKER SERVICES, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS, BUREAU OF CULTURAL AFFAIRS; AND FOR OTHER PURPOSES.

Whereas, the Department of Parks, Recreation and Cultural Affairs, Bureau of Cultural Affairs desires to extend the term of a caretaker lease agreement entered into initially on April 13, 1999, with the City of Atlanta employee, Andrew J. Wells, for the purpose of continuing the implementation of a caretaker and security service lease agreement at the property located at 2238 Perkerson Road, S.W., and known as the Gilbert House property, owned by the City of Atlanta; and

Whereas, a selection process was set up in 1999, 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 Gilbert House property; and

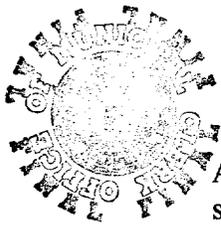
Whereas, Andrew J. Wells, a City of Atlanta employee who works within the Bureau of Parks was chosen from a list of eligible applicants, and has provided exceptional caretaker/security services in lieu of rent, principally eight (8) hours per week, since April 13, 1999, when his lease agreement was fully signed and executed; and

Whereas, the caretaker lease agreement was Adopted by the Atlanta City Council on February 15, 1999 and Approved by the Mayor on March 5, 1999; and

Whereas, Andrew J. Wells has provided exceptional caretaker/security services seven (7) days a week for a period of one (1) year, with the option to renew by letter of agreement in yearly increments not to exceed a total of three (3) years under the same terms and conditions by mutual consent of both parties; and

Whereas, Andrew J. Wells has also received a one (1) year extension on this Lease Agreement, dated December 19, 2003 because of his exceptional caretaker/security services that he provided at the Gilbert House during the construction and renovation of the Historic Gilbert House; and

Whereas, the Director of the Bureau of Cultural Affairs 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



Andrew J. Wells, due to the fact that his one (1) year extended lease agreement under the same terms and conditions will be exhausted and will technically expire on December 19, 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, prepared on March 15, 2004 list the Fair Market Rental Rate as \$600.00 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 Andrew J. Wells, 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 him to continue to provide caretaker and security services at the City of Atlanta owned property located at 2238 Perkerson Road, S.W., known as the Gilbert 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 Mr. Wells 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, Andrew J. Wells.

A true copy,

Rhonda Daughin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

DEC 06, 2004
DEC 10, 2004

STATE OF GEORGIA

COUNTY OF FULTON

EXTENDED GILBERT 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 Mr. Andrew J. Wells, 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 2238 Perkerson Road, S.W., (known as the Gilbert 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 Gilbert 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, Andrew J. Wells, a City of Atlanta employee who works within the Bureau of Parks has provided exceptional caretaker/security services at the Gilbert House property for the past five (5) years; and

Whereas, the Director of the Bureau of Cultural Affairs 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 April 13, 1999, by utilizing the same caretaker, Andrew J. Wells 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 2238 Perkerson Road, S.W., Atlanta, Georgia;
- b. To provide security watch over the caretaker's premises at the Gilbert 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, Mr. Lorenzo Duffy, 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 2238 Perkerson Road, 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 Mr. Wells 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 Andrew J. Wells 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

Andrew J. Wells

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 Cultural Affairs

Chief Financial Officer

			12-06-04 Council Meeting
ITEMS ADOPTED ON CONSENT			
1. 04-O-2043	42. 04-R-2128	83. 04-R-2186	104. 04-O-1989
2. 04-O-2044	43. 04-R-2129	84. 04-R-2187	105. 04-O-1990
3. 04-O-2045	44. 04-R-2130	85. 04-R-2188	106. 04-O-1991
4. 04-O-2046	45. 04-R-2131	86. 04-R-2189	107. 04-O-1992
5. 04-O-2098	46. 04-R-2132	87. 04-R-2199	108. 04-O-1993
6. 04-O-2099	47. 04-R-2209	88. 04-R-2200	109. 04-O-1994
7. 04-O-2100	48. 04-R-2210	89. 04-R-2201	110. 04-O-1995
8. 04-O-2110	49. 04-R-2211	Items	111. 04-O-1996
9. 04-O-2115	50. 04-R-2212	Adversed on	112. 04-O-1997
10. 04-O-1434	51. 04-R-2214	Consent	113. 04-O-2054
11. 04-O-1927	52. 04-R-2215	90. 04-R-2178	114. 04-O-2055
12. 04-O-1120	53. 04-R-2084	91. 04-R-2179	115. 04-O-2057
13. 04-O-1972	54. 04-R-2150	92. 04-R-2180	116. 04-O-2059
14. 04-O-2047	55. 04-R-2151	93. 04-R-2181	117. 04-O-2116
15. 04-O-0649	56. 04-R-2152	94. 04-R-2182	118. 03-R-1387
16. 04-O-1753	57. 04-R-2155	95. 04-R-2183	119. 04-R-2120
17. 04-O-1802	58. 04-R-2133	96. 04-R-2184	120. 04-R-2136
18. 04-O-1823	59. 04-R-2134	97. 04-R-2190	121. 04-R-2137
19. 04-O-2050	60. 04-R-2202	98. 04-R-2191	122. 04-R-2140
20. 04-O-2051	61. 04-R-2205	99. 04-R-2192	123. 04-R-2141
21. 04-O-2052	62. 04-R-2206	100. 04-R-2193	124. 04-R-2142
22. 04-O-2053	63. 04-R-2158	101. 04-R-2194	125. 04-R-2143
23. 04-O-2061	64. 04-R-2159	102. 04-R-2195	126. 04-R-2144
24. 04-O-2086	65. 04-R-2160	103. 04-R-2196	127. 04-R-2216
25. 04-O-2087	66. 04-R-2161		128. 04-R-2220
26. 04-O-2021	67. 04-R-2162		129. 04-R-2221
27. 04-O-2049	68. 04-R-2163		
28. 04-R-2145	69. 04-R-2164		
29. 04-R-2146	70. 04-R-2165		
30. 04-R-2147	71. 04-R-2166		
31. 04-R-2148	72. 04-R-2167		
32. 04-R-2149	73. 04-R-2168		
33. 04-R-2204	74. 04-R-2169		
34. 04-R-1970	75. 04-R-2170		
35. 04-R-2121	76. 04-R-2171		
36. 04-R-2122	77. 04-R-2172		
37. 04-R-2123	78. 04-R-2173		
38. 04-R-2124	79. 04-R-2174		
39. 04-R-2125	80. 04-R-2175		
40. 04-R-2126	81. 04-R-2176		
41. 04-R-2127	82. 04-R-2177		

04-R-2155
 (Do Not Write Above This Line)

RESOLUTION BY COMMUNITY DEVELOPMENT/
 HUMAN RESOURCES COMMITTEE

AUTHORIZING THE MAYOR TO EXTEND THE TERM OF THE LEASE AGREEMENT WIFE ANDREW J. WELLS, A BUREAU OF PARKS EMPLOYEE FOR A THREE (3) YEAR PERIOD, SO AS TO ALLOW HIM TO CONTINUE TO LIVE IN THE CARETAKER'S HOUSE ON THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS' PROPERTY LOCATED AT 2238 PERKERSON ROAD, S.W., KENT TREE IN EXCHANGE FOR SECURITY AND CARETAKER SERVICES, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS; AND FOR OTHER PURPOSES.

ADOPTED BY

DEC 06 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 CD/R
 Date 11/31/04
 Chair [Signature]
 Actions _____
 Fav, Adv, Held (see rev. side) _____
 Other _____
 Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Actions _____
 Fav, Adv, Held (see rev. side) _____
 Other _____
 Members _____
 Refer To _____

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

CERTIFIED

DEC 06 2004

MAYOR'S ACTION

[Signature]
 DEC 10 2004