

11-0-1014

(Do Not Write Above This Line)

AN ORDINANCE BY  
FINANCE/ EXECUTIVE COMMITTEE

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO WAIVE THE REQUIREMENTS OF THE CITY CODE SECTION 2-1541(D) OF THE PROCUREMENT AND REAL ESTATE CODE AND TO NEGOTIATE FOR AND PURCHASE APPROXIMATELY 0.517 ACRES OF PROPERTY LOCATED AT 1181 BOULEVARD STREET S.E., ATLANTA, GEORGIA, FROM ATLANTA BELTLINE, INC., IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$275,000.00), FOR THE PURPOSE OF EXPANDING BOULEVARD CROSSING PARK; THE CITY'S PURCHASE PRICE, DUE DILIGENCE AND PURCHASE SERVICES SHALL BE PAID FROM PARK IMPROVEMENT BOND 2005A: FUND: 3129, DEPT.: 140106, ACCOUNT PARK DESIGN: 5411001 (LAND), FUNCTION ACTIVITY: 6220000 PARK AREAS, FUNDING SOURCE: 21230 2005A PARK IMPROVEMENT BOND 9999, PTAE0, PROJECT: 14100229, TASK: 101, AWARD: 312921230, EXPENSE TYPE: 5411001, ORGANIZATION: CITY OF ATLANTA; AND FOR OTHER PURPOSES.

ADOPTED BY

AUG 15 2011

COUNCIL

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

Date Referred

7/18/11

Referred To:

Finance / Exec

Date Referred

Referred To:

Date Referred

Referred To:

Committee Finance / Executive <sup>First Reading</sup>  
 Date 9-13-11  
 Chair Jadrian  
 Referred to Finance / Executive

Committee  
Finance / Executive

Date  
9-27-11

Chair  
Jadrian

Action:  
 Fav Adv, Hold (see rev. side)  
Other:

Members  
Delia H. Ford

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

Committee

Date

Chair

Action:  
Fav, Adv, Hold (see rev. side)  
Other:

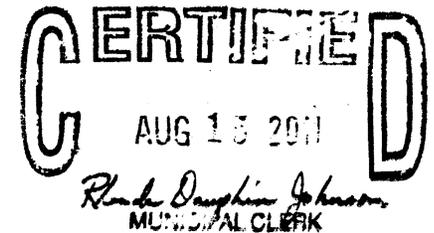
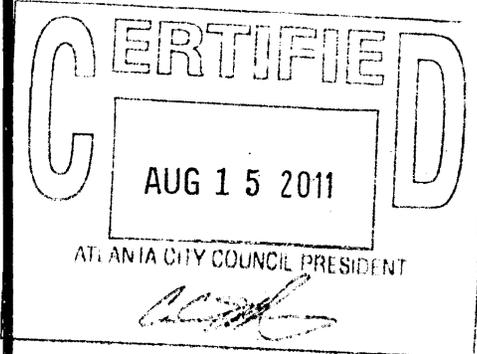
Members

Refer To

FINAL COUNCIL ACTION

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

CERTIFIED



MAYOR'S ACTION

APPROVED

AUG 24 2011

WITHOUT SIGNATURE  
BY OPERATION OF LAW



**AN ORDINANCE BY  
FINANCE AND EXECUTIVE COMMITTEE**

**11-0-1014**

**AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA (“CITY”), TO WAIVE THE REQUIREMENTS OF THE CITY CODE SECTION 2-1541(D) OF THE PROCUREMENT AND REAL ESTATE CODE AND TO NEGOTIATE FOR AND PURCHASE APPROXIMATELY 0.517 ACRES OF PROPERTY LOCATED AT 1181 BOULEVARD STREET S.E., ATLANTA, GEORGIA (“THE PROPERTY”), FROM ATLANTA BELTLINE, INC. (“ABI”), IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$275,000.00), FOR THE PURPOSE OF EXPANDING BOULEVARD CROSSING PARK. THE CITY’S PURCHASE PRICE, DUE DILIGENCE AND PURCHASE SERVICES SHALL BE PAID FROM PARK IMPROVEMENT BOND 2005A: FUND: 3129, DEPT.: 140106, ACCOUNT PARK DESIGN: 5411001 (LAND), FUNCTION ACTIVITY: 6220000 PARK AREAS, FUNDING SOURCE: 21230 2005A PARK IMPROVEMENT BOND 9999, PTAEO, PROJECT: 14100229, TASK: 101, AWARD: 312921230, EXPENSE TYPE: 5411001, ORGANIZATION: CITY OF ATLANTA; AND FOR OTHER PURPOSES.**

**WHEREAS**, On March 31, 2011, Atlanta BeltLine, Inc. (“ABI”) acquired approximately 0.517 acres of property located at 1181 Boulevard Street, S.E., Atlanta, Georgia, Parcel Identification Number 14-0042-0009-019 (“The Property”), in order to expand the existing Boulevard Crossing Park, which is located along the proposed Atlanta BeltLine (see attached Exhibit “A”); and

**WHEREAS**, ABI has agreed to sell the Property to the City for an amount not to exceed the Fair Market Value, subject to the appropriate City approval processes; and

**WHEREAS**, ABI has entered the Property in to the Georgia Environmental Protection Division’s Brownfields Program, as of April 1, 2011, as a part of its overall effort to manage environmental liability related to the Atlanta BeltLine; and

**WHEREAS**, the Property is encumbered by a Lease Agreement with Clear Channel Outdoor Inc., formerly known as Outdoor Systems Advertising (the “Agreement”) with a termination date of January 31, 2014 (see attached Exhibit “B”); and

**WHEREAS**, purchasing the Property is consistent with the City’s goal of greenspace acquisition, preservation and park expansion particularly in areas that are located along the proposed BeltLine.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS, as follows:**



**SECTION 1:** The Chief Procurement Officer or his designee, on behalf of the City, is hereby authorized to negotiate with Atlanta BeltLine, Inc. to purchase approximately 0.517 acres of property located at 1181 Boulevard Street, S.E., Atlanta, Georgia, Parcel Identification Number 14-0042-0009-019 (“The Property”) at a purchase price no greater than Fair Market Value.

**SECTION 2:** The Chief Procurement Officer or his designee is hereby authorized to obtain or review surveys, title reports, environmental assessments, and appraisals to establish the Fair Market Value of the Property. In addition, the Chief Procurement Officer or his designee is authorized to obtain and pay for those items and services necessary to purchase the Property, including but not limited to title insurance, real estate service fees, demolition, fencing, cleanup, closing costs and other costs of acquisition (“The City’s Due Diligence and Purchase Services”).

**SECTION 3:** The City’s Purchase Price plus the City’s Due Diligence and Purchase Services, shall be in an amount not to exceed \$275,000.00, and shall be paid from Park Improvement Bond 2005a: Fund: 3129, Dept.: 140106, Account Park Design: 5411001 (Land), Function Activity: 6220000 Park Areas, Funding Source: 21230 2005a Park Improvement Bond 9999, PTAE0, Project: 14100229, Task: 101, Award: 312921230, Expense Type: 5411001, Organization: City of Atlanta.

**SECTION 4:** Upon acquisition, the Department of Parks, Recreation, and Cultural Affairs, Office of Parks, is hereby charged with all responsibility for the Property and shall retain the land in perpetuity as a public park. Nothing in this section shall preclude a neighborhood group(s) or other private entity from maintaining all or part of the property pursuant to an agreement with the City.

**SECTION 5:** The City’s Greenspace Acquisition Consultant, (“the Consultant”) is authorized to settle the acquisition of the Property in an amount authorized by the Chief Procurement Officer. The Consultant may also arrange and negotiate for the Due Diligence and Purchase Services.

**SECTION 6:** The requirements of the City Code Section 2-1541 (d), of the Procurement and Real Estate Code, are waived to allow the purchase of the Property on behalf of the City without further authorization by the City Council.

**SECTION 7:** Revenue received from the Lease Agreement will be deposited into 7701 (Trust Fund) 140201 (Prc Park Administration) 3229007 (Park Permit Business Fees) 6210000 (Park Administration) 600359 (Ground & Site Improvements) 69999 (Non Capital Trust.)

**SECTION 8:** The Mayor, on behalf of the City, is authorized to execute any and all deeds, instruments or other documents that the Law Department deems to be necessary or advisable in order to carry into effect the intent of this ordinance.



**SECTION 9:** The City Attorney is hereby directed to prepare for execution by the Mayor, any and all deeds, instruments, or other documents that the City Attorney deems necessary or advisable to carry into effect the intent of this ordinance.

**SECTION 10:** Said deeds, instruments, or other documents shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder, until the same has been signed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney.

**SECTION 12:** All ordinances and parts of ordinances in conflict herewith are hereby waived for purposes of this Ordinance only, and only to the extent of the conflict.

A true copy,

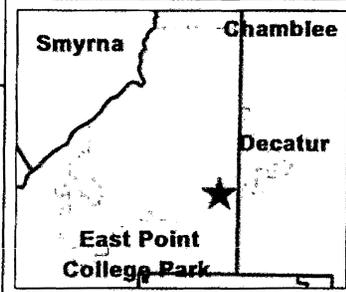
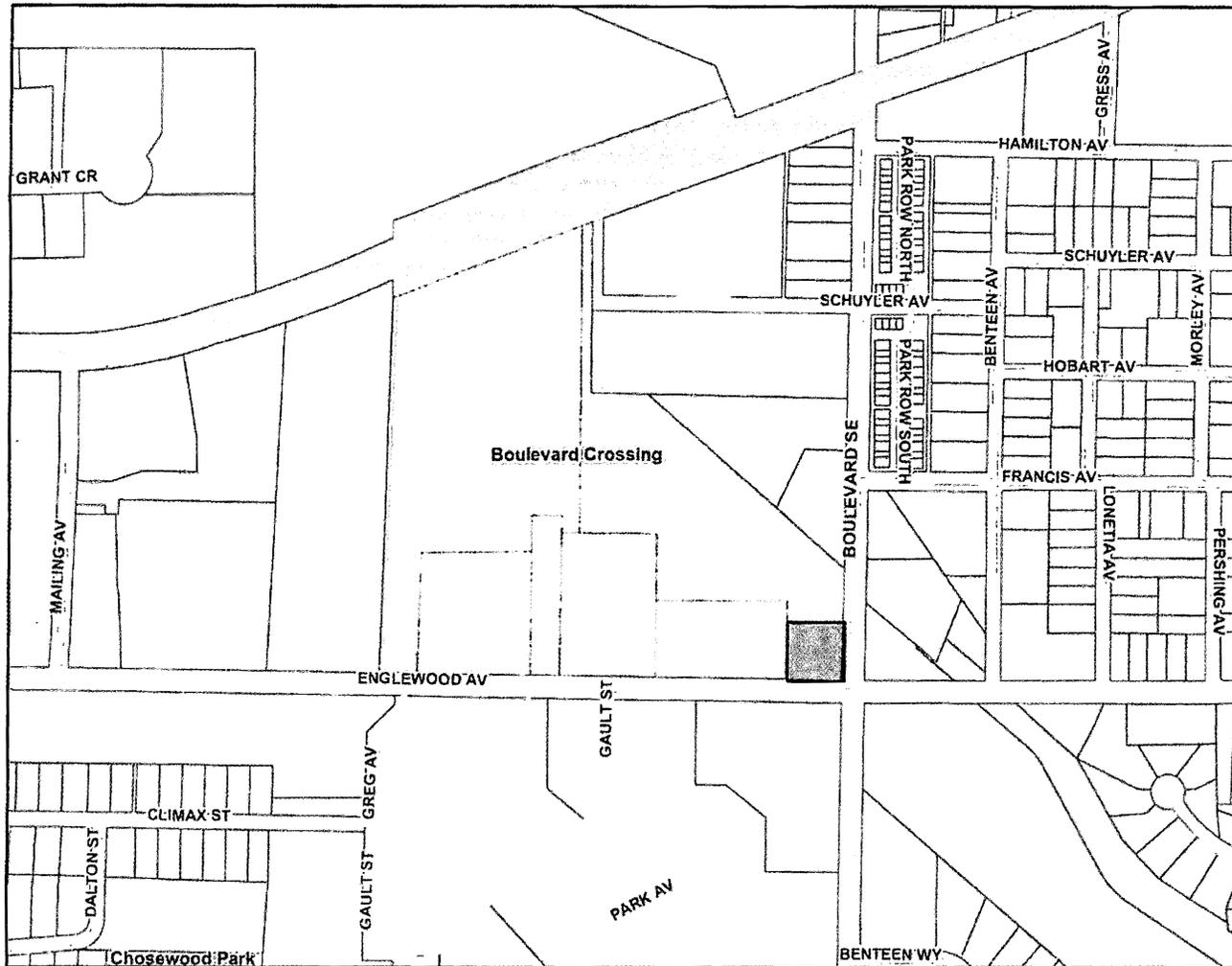
*Shonda Dauphin Johnson*  
Municipal Clerk

ADOPTED by the Atlanta City Council  
APPROVED as per City Charter Section 2-403

Aug. 15, 2011  
Aug. 24, 2011



# BOULEVARD CROSSING - 1181 BOULEVARD - EXHIBIT A



- ### Legend
- Streets and Highways
  - Other Limited Access
  - State Route
  - Arterial Roads
  - Streets
  - Ramps
  - Unknown
  - Interstates
  - County Boundaries
  - Parcels
  - Airport Labels
  - Airport Runways
  - Runway/Apron/Taxiway
  - Streams
  - Ponds
  - Parks
  - Greenway Acquisitions
  - Beltline TCU Transportation Corridor
  - Atlanta City Limits
  - Metro Cities



Map center: 2234616, 1354468



Scale: 1:5,345

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Notes: PARCEL ID 14-0042-0009-019

# outdoor systems

ADVERTISING

REAL ESTATE LEASE

Date: 7/22/94Lease #: 00502

1. The undersigned, as Lessor, hereby leases and grants exclusively to OUTDOOR SYSTEMS, (hereinafter called Lessee) the property (With free access to and upon same) described as:

1181 BOULEVARD N/O ENGLEWOOD

in the County of FULTON, in the State of GEORGIA, commencing on

FEBRUARY 2, 1994, for the purpose of erecting and maintaining advertising signs thereon, including supporting structures, illumination facilities and connections, service ladders and other appurtenances thereon.

Lessee shall pay Lessor rental of Eight Hundred Fifty (\$ 850.00) Dollars per year, payable in ~~monthly~~ <sup>ANNUAL</sup> installments, beginning on the completion of construction of Lessee's signs. During the period prior to completion of construction, the rental shall be Ten (\$10.00) Dollars.

3. Lessor warrants that Lessor is the OWNER of the above-described real estate and has full authority to make this agreement; and the Lessee shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of Lessee's signs, at the sole discretion of Lessee. All such permits shall always remain the property of Lessee. All costs for permitting sign shall be paid for by Lessee.
4. Lessee shall save the Lessor harmless from all damage to persons or property by reason of accidents resulting from the negligent acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its signs on the property.
5. This agreement is a lease (not a license), and all signs, structures and improvements placed on the premises by or for the Lessee shall remain the property of the Lessee, and that notwithstanding the fact the same constitute real estate fixtures, Lessee shall have the right to remove the same at any time during the term of the Lease, or after the expiration of the Lease. Lessee shall maintain the sign in good repair at all times and at its own expense.
6. The term of this Lease will be <sup>FIVE (5)</sup> ~~fifteen (15)~~ years commencing on the date set forth above. This lease shall continue in full force and effect for its term and thereafter for subsequent successive like terms unless terminated at the end of such term or any successive like term upon written notice by the Lessor or Lessee served not less than ninety (90) days before the end of such term or subsequent like term, provided that Lessee shall have the right to terminate the Lease at the end of any sixty day period upon written notice to Lessor served not less than sixty (60) days prior to the end of such sixty day period.
7. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the Lessor grants to the Lessee the right to relocate its display(s) on Lessor's remaining property adjoining the condemned property or the relocated highway. Any condemnation award for Lessee's property shall accrue to Lessee.



- 8. in the event that (a) any of Lessee's sign on the premises become entirely or partially obstructed or destroyed; (b) the premises cannot safely be used for the erection or maintenance of Lessee's signs thereon for any reason; (c) the value of the location for advertising purposes becomes diminished; (d) the view of Lessee's signs are obstructed or impaired in any way by any object or growth on any property or on any neighboring property owned or controlled by Lessor; (e) the Lessee is unable to obtain any necessary permit for the erection and/or maintenance of such sign(s) as the Lessee may desire; (f) the Lessee be prevented by law from construction and/or maintaining on the premises such sign(s) as the Lessee may desire; then the Lessee, may at its option, adjust the rent in proportion to the decreased value of the premises for advertising purposes, or may terminate the Lease on fifteen (15) days' notice in writing. Lessor agrees thereupon to return to the Lessee any rent paid in advance for the unexpired term.
- 9. If Lessee is prevented by law, government order, or other causes beyond Lessee's control from illuminating its signs, the Lessee may reduce the rental provided by paragraph "2" by one-half (1/2), with such reduced rental to remain in effect so long as such condition continues to exist. Lessee agrees to pay all electrical power costs used by the signs.
- 10. Lessor grants to Lessee the right to remove and/or trim any trees on Lessor's property that may now or in the future obstruct Lessee's sign. Lessee shall be responsible for all costs involved in tree trimming/removal.
- 11. This lease shall constitute the sole agreement of the parties relating to the premises. Neither party will be bound by any terms, oral or written not set forth specifically in this Lease. This Lease is binding upon and inures to the benefit of the heirs, executors, successors, and assigns of Lessee and Lessor.
- 12. All rents to be paid pursuant to this Lease, and all notices are to be forwarded to the undersigned Lessor at the address noted below the Lessor signature.

EXECUTED by the Lessor in the presence of TED ROBINSON who is hereby requested to sign as witness.

WITNESS: [Signature]

LESSOR(S): [Signature]  
KYU S. MUN

ACCEPTED: OUTDOOR SYSTEMS

BY: [Signature]  
TITLE: 8/14/94

1235 FAIRFIELD DR  
MARIETTA GA 30068

ADDRESS: \_\_\_\_\_

SOCIAL SECURITY NO. \_\_\_\_\_  
& FEDERAL ID NO. \_\_\_\_\_

RCS# 1345  
8/15/11  
8:02 PM

Atlanta City Council

REGULAR SESSION

CONSENT I

CONSENT AGENDA SECTION I  
EXCEPT 11-R-1121, 11-R-1104, 11-O-1141  
ADOPT

YEAS: 12  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 2  
EXCUSED: 1  
ABSENT 1

B Smith	Y Archibong	Y Moore	Y Bond
Y Hall	Y Wan	Y Martin	Y Watson
Y Young	E Shook	Y Bottoms	NV Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

CONSENT I

RCS# 1344  
8/15/11  
8:01 PM

Atlanta City Council

REGULAR SESSION

CONSENT I

CONSENT AGENDA SECTION I  
EXCEPT 11-R-1121, 11-R-1104  
RECONSIDER

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

B Smith	Y Archibong	Y Moore	Y Bond
Y Hall	Y Wan	Y Martin	Y Watson
Y Young	E Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

CONSENT I

RCS# 1312  
8/15/11  
4:23 PM

Atlanta City Council

REGULAR SESSION

CONSENT I

CONSENT AGENDA SECTION I  
EXCEPT 11-R-1121, 11-R-1104  
ADOPT

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

B Smith	Y Archibong	Y Moore	Y Bond
Y Hall	Y Wan	Y Martin	Y Watson
Y Young	Y Shook	Y Bottoms	NV Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

CONSENT I