

12-0-0879

(Do Not Write Above This Line)

AN ORDINANCE BY FINANCE/EXECUTIVE COMMITTEE

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO LEASE AGREEMENTS FOR THE RENTALS OF OFFICE SPACE AT THE JOHN C. BIRDNE, DUNBAR AND GEORGIA HILL NEIGHBORHOOD CENTERS WITH VARIOUS PUBLIC AND PRIVATE AGENCIES THAT PROVIDE VALUABLE SERVICES TO THE SURROUNDING COMMUNITIES AT AN ANNUAL RENTAL RATE OF TEN AND 00/100 DOLLARS (\$10.00) PER SQUARE FOOT FOR A PERIOD OF UP TO THREE (3) YEARS WITH TENANTS TO BE DETERMINED IN THE SOLE DISCRETION OF THE OFFICE OF ENTERPRISE ASSETS MANAGEMENT; TO WAIVE PROVISIONS OF SECTION 2-1547 OF THE CITY OF ATLANTA CODE OF ORDINANCES THAT REQUIRE SOLICITATION FOR LEASE OF CITY-OWNED PROPERTY THROUGH A REQUEST FOR LEASE PROPOSALS PROCESS AND ANNUAL REVISION OF RENTAL FEES; TO HAVE FIFTY PERCENT (50%) OF ALL RENTAL REVENUE DEPOSITED INTO FUND 1001 (GENERAL FUND), DEPARTMENT 000002 (EXECUTIVE-REAL ESTATE), ACCOUNT 3810008 (BUILDING RENTALS, GENERAL) AND FIFTY PERCENT (50%) OF ALL RENTAL REVENUE DEPOSITED INTO THE ESTABLISHED TRUST FUND ACCOUNT FOR EACH NEIGHBORHOOD CENTER; AND FOR OTHER PURPOSES.

substitute

Committee Finance/Executive First Reading
Date 6-27-12
Chair Patricia A. Moore
Referred To

Finance/Executive
7/11/12
Patricia A. Moore
Chair

(FAY, ADV, HBLD)
Adoption
Other

[Signature]
Municipal Clerk

[Signature]
Johnson

[Signature]
Hendrick

Refer To

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

CERTIFIED

CERTIFIED
JUL 16 2012
ATLANTA CITY COUNCIL PRESIDENT
[Signature]

CERTIFIED
JUL 16 2012
Randy Dunbar, Johnson
MUNICIPAL CLERK

APPROVED

JUL 25 2012

WITHOUT SIGNATURE BY OPERATION OF LAW

ADOPTED BY

COUNCIL

JUL 16 2012

Consent Refer
Date Referred: 7/2/12
Referred to: Finance/Exec



**A SUBSTITUTE ORDINANCE
BY FULL COUNCIL**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO LEASE AGREEMENTS FOR THE RENTALS OF OFFICE SPACE AT THE JOHN C. BIRDINE, DUNBAR AND GEORGIA HILL NEIGHBORHOOD CENTERS WITH VARIOUS PUBLIC AND PRIVATE AGENCIES THAT PROVIDE VALUABLE SERVICES TO THE SURROUNDING COMMUNITIES AT AN ANNUAL RENTAL RATE OF TEN AND 00/100 DOLLARS (\$10.00) PER SQUARE FOOT FOR A PERIOD OF UP TO THREE (3) YEARS WITH TENANTS TO BE DETERMINED IN THE SOLE DISCRETION OF THE OFFICE OF ENTERPRISE ASSETS MANAGEMENT; TO WAIVE PROVISIONS OF SECTION 2-1547 OF THE CITY OF ATLANTA CODE OF ORDINANCES THAT REQUIRE SOLICITATION FOR LEASE OF CITY-OWNED PROPERTY THROUGH A REQUEST FOR LEASE PROPOSALS PROCESS AND ANNUAL REVISION OF RENTAL FEES; TO HAVE FIFTY PERCENT (50%) OF ALL RENTAL REVENUE DEPOSITED INTO THE FOLLOWING THREE (3) ACCOUNTS: (1) 1001 (GENERAL FUND), 040408 (DUNBAR FACILITY) 3810008 (BUILDINGS, RENTAL), 1565000 (GEN. GOV-BLDGS & PLANT); (2) 1001 (GENERAL FUND), 040409 (GEORGIA HILL FACILITY), 3810008 (BUILDINGS, RENTAL), 1565000 (GEN. GOV-BLDGS & PLANT); AND (3) 1001 (GENERAL FUND), 040411 (BIRDINE FACILITY), 3810008 (BUILDINGS, RENTAL), 1565000 (GEN. GOV-BLDGS & PLANT), AND FIFTY PERCENT (50%) OF ALL RENTAL REVEUNE DEPOSITED INTO THE ESTABLISHED TRUST FUND ACCOUNT FOR EACH NEIGHBORHOOD CENTER; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (the "City") operates, manages and maintains the John C. Birdine, Dunbar and Georgia Hill Neighborhood Centers (the "Centers") by and through the Office of Enterprise Assets Management ("OEAM") for the benefit of the surrounding communities of the Centers, namely the Lakewood, Mechanicsville and Grant Park neighborhoods; and

WHEREAS, approximately forty (40) public and private agencies currently lease office space in the Centers for operation and administrative purposes, and such agencies provide valuable and important services to the surrounding communities; and

WHEREAS, the Office of Enterprise Assets Management ("OEAM") is the responsible City office for the operation, maintenance, repair and management of the Centers and has assumed such responsibility since 2008; and



WHEREAS, given the costs associated with operation of the Centers and the arduous process of undertaking requests for lease proposal, it is more efficient to allow OEAM, in its reasonable discretion, to select prospective tenants of the Centers and to negotiate the terms of each associated lease; and

WHEREAS, on November 17, 2008, the Atlanta City Council (“City Council”) adopted Resolution 08-R-2247, attached hereto as Exhibit A and incorporated herein, authorizing the annual rental rate of \$10.00 per square foot at each Center for all new leases and providing for a late-payment fee of \$25.00; and

WHEREAS, on December 1, 2008, City Council adopted Ordinance 08-O-2242, attached hereto as Exhibit B and incorporated herein, amending the meeting room rental rates and terms within the Centers; and

WHEREAS, on December 1 2008, City Council adopted ordinance 08-O-2243, attached hereto as Exhibit C and incorporated herein, establishing the Trust Funds under OEAM’s purview for each Center and providing that fifty percent (50%) of all revenue received from the Centers be deposited into the corresponding Trust Fund and fifty percent (50%) into the following General Fund accounts: (1) 1001 (General Fund), 040408 (Dunbar Facility) 3810008 (Buildings, Rental), 1565000 (Gen. Gov-Bldgs & Plant); (2) 1001 (General Fund), 040409 (Georgia Hill Facility), 3810008 (Buildings, Rental), 1565000 (Gen. Gov-Bldgs & Plant); and (3) 1001 (General Fund), 040411 (Birdine Facility), 3810008 (Buildings, Rental), 1565000 (Gen. Gov-Bldgs & Plant).

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS:

SECTION 1: That the Mayor is authorized to enter into lease agreements with tenants and upon terms recommended by OEAM at the Centers for a period not to exceed three (3) years with each lease agreement being in substantially the same form as the form attached hereto Exhibit D and incorporated herein.

SECTION 2: That the rental rate and late-payment fee established in Exhibit A are hereby affirmed.

SECTION 3: That the room rental rates and terms established in Exhibit B are hereby affirmed.

SECTION 4: That OEAM shall exercise reasonable discretion in its decision to enter into negotiations for lease space in the Centers with the agencies that will provide valuable services to the surrounding communities of the Centers.

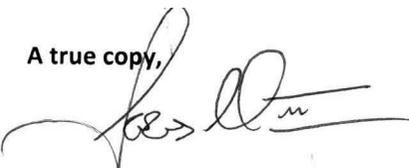
SECTION 5: That OEAM shall receive all rental revenue and shall deposit the fifty percent (50%) of that revenue into the trust accounts identified as outlined in Exhibit C therein and fifty percent of that revenue into the following three (3) General Fund accounts: (1) 1001 (General Fund), 040408 (Dunbar Facility) 3810008 (Buildings, Rental), 1565000 (Gen. Gov-Bldgs & Plant); (2) 1001 (General Fund), 040409 (Georgia Hill Facility), 3810008 (Buildings, Rental), 1565000 (Gen. Gov-Bldgs & Plant); and (3) 1001 (General Fund), 040411 (Birdine Facility), 3810008 (Buildings, Rental), 1565000 (Gen. Gov-Bldgs & Plant).

SECTION 6: That the City Attorney or her designee be and is hereby directed to review and approve as to form each prepared Lease Agreement prior to execution by the Mayor.



SECTION 7: That each Lease Agreement shall not become binding on the City and the City shall incur no liability upon the same until the Lease Agreement has been executed by the Mayor, attested by the Municipal Clerk and delivered to the tenant.

SECTION 8: That 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,

Deputy Municipal Clerk

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

July 16, 2012
July 25, 2012

RCS# 2180
7/16/12
5:28 PM

Atlanta City Council

12-O-0879

LEASE AGREEMENTS FOR OFFICE SPACE AT
VARIOUS NEIGHBORHOOD CENTERS
ADOPT ON SUB

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

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

12-O-0879



EXHIBIT A



EXHIBIT B



EXHIBIT C

REVENUE ACCOUNTING STRING FOR NEIGHBORHOOD CENTERS

GENERAL FUND

1001 General Fund
040408 Dunbar Facility
3810008 Buildings, Rental
1565000 Gen. Gov-Bldgs & Plant

1001 General Fund
040409 Georgia Hill Facility
3810008 Buildings, Rental
1565000 Gen. Gov-Bldgs & Plant

1001 General Fund
040411 Birdine Facility
3810008 Buildings, Rental
1565000 Gen. Gov-Bldgs & Plant

A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AMENDING SECTION 2 OF RESOLUTION NO, 03-R-1310, AUTHORIZING THE MAYOR TO ENTER INTO VARIOUS LEASE AGREEMENTS AT THE JOHN C. BIRDINE, DUNBAR AND GEORGIA HILL NEIGHBORHOOD SERVICE CENTERS. THIS RESOLUTION, AMENDING SECTION 2 TO INCREASE THE RENTAL RATE FROM \$8.44 PER SQUARE FOOT ANNUALLY TO \$10.00 PER SQUARE FOOT ANNUALLY ON BEHALF OF THE EXECUTIVE OFFICES-OFFICE OF ENTERPRISE ASSETS MANAGEMENT.

WHEREAS, the Executive Offices-Office of Enterprise Assets Management through assignment, now manages the day-to-day operations for the neighborhood service centers (the "Centers") identified as John C. Birdine, Dunbar and Georgia Hill; and

WHEREAS, the Director of the Centers has been reassigned from the Department of Parks, Recreation and Cultural Affairs to the Office of Enterprise Assets Management and shall have the overall responsibility of managing the Centers; and

WHEREAS, the Centers house various public and private agencies that provide services to residents in the surrounding communities, which range from child day care to social services programs; and

WHEREAS, the Centers rent small to large rooms that are used for meetings and multipurpose functions such as weddings, receptions, parties, luncheons, and dinners; and

WHEREAS, Resolution No. 03-R-1310 authorized the Mayor to enter into lease agreements at the Centers at a rental rate of \$8.44 per square foot annually.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, AS FOLLOWS:

Section 1: That Resolution No. 03-R-1310 shall be amended to increase the current rental rate for each new lease at each Neighborhood Service Center to \$10.00 per square foot of space leased, on an annual basis.

Section 2: That all rent payments on each new lease that are not received by the 15th of each month or, if the 15th is a weekend or holiday, by the next business day, are subject to a late-payment fee of \$25.00.

A true copy,



Deputy Clerk

ADOPTED by the Council
APPROVED by the Mayor

NOV 17, 2008
NOV 24, 2008

RCS# 2568
11/17/08
2:49 PM

Atlanta City Council

SPECIAL SESSION

CONSENT I

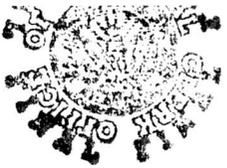
EXCEPT 08-O-1884, 08-O-2023

ADOPT

YEAS: 12
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 0
ABSENT 1

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

CONSENT I



08-O-2242

A SUBSTITUTE ORDINANCE
BY FINANCE/EXECUTIVE COMMITTEE

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 07-O-1007 AMENDING CHAPTER 110, ARTICLE 1, SECTION 110-3 OF THE CODE OF ORDINANCES OF THE CITY OF ATLANTA, GEORGIA. THIS ORDINANCE IS TO AMEND THE ROOM RENTAL FEE FOR TENANTS IN GOOD STANDING OF THE CITY'S NEIGHBORHOOD CENTERS - JOHN C. BIRDINE, DUNBAR, AND GEORGIA HILL. THE ROOM RENTAL FEES FOR THOSE ROOMS SHALL BE \$0.00 FOR TENANTS FROM 8:00 A.M. THROUGH 5:00 P.M., MONDAY THROUGH FRIDAYS EXCEPT HOLIDAYS. TENANTS WHO WISH TO RENT THOSE ROOMS BEFORE 8:00 A.M. OR AFTER 5:00 P.M. MONDAY THROUGH FRIDAYS AND ON WEEKENDS AND HOLIDAYS SHALL PAY THE NORMAL RESIDENT HOURLY RATES FOR SUCH ROOMS ON BEHALF OF THE EXECUTIVE OFFICES-OFFICE OF ENTERPRISE ASSETS MANAGEMENT.

WHEREAS, the Executive Offices-Office of Enterprise Assets Management through assignment, now manages the day-to-day operations for the neighborhood service centers (the "Centers") identified as John C. Birdine, Dunbar and Georgia Hill; and

WHEREAS, the Centers house various public and private agencies that provide services to residents in the surrounding communities, which range from child day care to social services programs; and

WHEREAS, the Centers rent small to large rooms that are used for meetings and multipurpose functions such as weddings, receptions, parties, luncheons, and dinners; and

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, AS FOLLOWS:

Section 1: That Ordinance No. 07-O-1007 shall be amended regarding the room rental fees for the multipurpose room/large meeting room or small meeting room for tenants in good standing of the Centers - John C. Birdine, Dunbar, and Georgia Hill. The room rental fees for those rooms shall be \$0.00 for tenants from 8:00 a.m. through 5:00 p.m., Monday through Fridays, except holidays. Said tenants who wish to rent those rooms before 8:00 a.m. or after 5:00 p.m., Monday through Fridays and on weekends and holidays shall pay the normal resident hourly rates for such rooms.

Section 2: The Normal Resident Hourly Rate for the Multipurpose/Large Meeting Room is \$30.00 at each Center.

Section 3: The Normal Resident Hourly Rate for the Small Meeting Room is \$25.00 at each Center.

A true copy,
Municipal Clerk

Rhonda Daughia Johnson

ADOPTED by the Council
APPROVED by the Mayor

DEC 01, 2008
DEC 09, 2008



A SUBSTITUTE ORDINANCE

08-O-2243

BY FINANCE/EXECUTIVE COMMITTEE

AN ORDINANCE AUTHORIZING THE CHIEF FINANCIAL OFFICER TO ESTABLISH TRUST FUND ACCOUNT STRINGS FOR THE EXECUTIVE OFFICES-OFFICE OF ENTERPRISE ASSETS MANAGEMENT TO ACCEPT ROOM RENTAL FEES AND REVENUES ASSOCIATED WITH LEASED OFFICE SPACE FROM THE NEIGHBORHOOD SERVICE CENTERS - JOHN C. BIRDINE, DUNBAR AND GEORGIA HILL. TO ESTABLISH THAT HALF OF ALL FUNDS GENERATED BY THE ROOM RENTAL FEES AND LEASED OFFICE SPACE SHALL BE DEPOSITED INTO 1001 (GENERAL FUND), DEPARTMENT 000002, ACCOUNT 3810008 (BUILDING RENTALS, GENERAL) AND THAT HALF OF THE FUNDS GENERATED BY SUCH FEES SHALL BE DEPOSITED INTO THE NEWLY ESTABLISHED TRUST FUND ACCOUNT STRINGS FOR EACH NEIGHBORHOOD SERVICE CENTER ON BEHALF OF THE EXECUTIVE OFFICES-OFFICE OF ENTERPRISE ASSETS MANAGEMENT. TO AUTHORIZE THE OFFICE OF ENTERPRISE ASSETS MANAGEMENT TO EXPEND FEES FROM ROOM RENTAL FEES AND LEASED OFFICE SPACE FEES; TO TRANSFER THE EXISTING FUNDS FROM THE DEPARTMENT OF PARKS RECREATION AND CULTURAL AFFAIRS TRUST FUND ACCOUNT TO THE NEWLY ESTABLISHED TRUST FUND ACCOUNT STRINGS FOR EACH NEIGHBORHOOD SERVICE CENTER ON BEHALF OF THE EXECUTIVE OFFICES-OFFICE OF ENTERPRISE ASSETS MANAGEMENT, AND FOR OTHER PURPOSES.

WHEREAS, Ordinance No. 07-O-1899 authorizes the Office of Enterprise Assets Management to provide building and grounds maintenance and repair, and building management for the 3 Neighborhood Service Centers – John C. Birdine, Dunbar and Georgia Hill; and

WHEREAS, Ordinance 07-O-1007 established a room rental fee schedule for the city's Neighborhood Service Centers; and

WHEREAS, the Department of Parks Recreation and Cultural Affairs currently has the responsibility of managing the trust funds on behalf of the Neighborhood Service Centers John C. Birdine, Dunbar and Georgia Hill in accordance with ordinance No. 07-O-1007; and

WHEREAS, the aforesaid centers house various public and private agencies that provide services to residents in the surrounding communities; and

WHEREAS, the centers rent small to large rooms that are used for meetings and multipurpose functions such as weddings, receptions, parties, luncheons, and dinner; and leased office space to various tenants; and



WHEREAS, the existing Trust Fund Account numbers within the Department of Parks, Recreation and Cultural Affairs are:

John C. Birdine-7701 (Trust Fund) 140106 (PRC Parks Design), 5710001 (Payments to other Gov't), 6220000 (Park Areas,) 600224 (John C. Birdine), 69999 (Funding Source Non-Capital)

Dunbar- 7701 (Trust Fund) 140106 (PRC Parks Design) 5710001 (Payments to other Gov't) 6220000 (Park Areas), 600292 (Dunbar Neighborhood Center), 69999 (Funding Source Non-Capital)

Georgia Hill- 7701 (Trust Fund) 140106 (PRC Parks Design), 5710001 (Payments to other Gov't), 6220000 (Park Areas), 600291 (Georgia Hill), 69999 (Funding Source Non-Capital); and

WHEREAS, all expenses generated from the room rental fees and the leased office space shall be expended from the newly established Office of Enterprise Assets Management's Trust Account Strings for the general maintenance and upkeep of the Neighborhood Service Centers;

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS AS FOLLOWS:

Section 1: That the Chief Financial Officer is hereby authorized to establish the following Trust Fund Accounts for the designated Neighborhood Service Centers:

John C. Birdine – 7701 (Trust Fund), 040411 (Exe Facility Maintenance), 5311001 Account (Supplies, Consumable), 1565000 (Gen Gov't Bldgs./Plants), 600292 (Birdine Neighborhood Center), 69999 (Funding Source for Non-Capital)

Dunbar – 7701 (Trust Fund), 040408 (Exe Facility Maintenance), 5311001 Account (Supplies, Consumable), 1565000 (Gen Gov't Bldgs./Plants), 600224 (Dunbar Neighborhood Center), 69999 (Funding Source for Non-Capital)

Georgia Hill – 7701 (Trust Fund), 040409 (Exe Facility Maintenance), 5311001 Account (Supplies, Consumable), 1565000 (Gen Gov't Bldgs./Plants), 600291 (Georgia Hill Neighborhood Center), 69999 (Funding Source for Non-Capital).

Section 2: That all funds associated with the existing Trust Fund Account String shall be transferred to the newly established Trust Fund Account Strings within the Office of Enterprise Assets Management in the following manner:



Transfer from Appropriations

The amount of: \$6,522.99

7701 (Trust Fund), 140106 (PRC Parks Design), 5710001 (Payments to other Gov't), 6220000 (Park Areas), 600292 (Birdine Neighborhood Center), 69999 (Funding Source for Non-Capital)

The amount of: \$1,741.39

7701 (Trust Fund), 140106 (PRC Parks Design), 5710001 (Payments to other Gov't), 6220000 (Park Areas), 600224 (Dunbar Neighborhood Center), 69999 (Funding Source for Non-Capital)

The amount of: \$4,513.12

7701 (Trust Fund), 140106 (PRC Parks Design), 5710001 (Payments to other Gov't), 6220000 (Park Areas), 600291 (Georgia Hill Neighborhood Center), 69999 (Funding Source for Non-Capital)

Transfer to Appropriations

The amount of: \$6,522.99

7701 (Trust Fund), 040411 (Exe Facility Maintenance-Birdine), 5311001 (Supplies, Consumable), 1565000 (Gen. Gov't Bldgs. /Plants), 600292 (Birdine Neighborhood Center), 69999 (Funding Source for Non-Capital)

The amount of: \$1,741.39

7701 (Trust Fund), 040408 (Exe Facility Maintenance), 5311001 (Supplies, Consumable), 1565000 (Gen. Gov't Bldgs. /Plants), 600224 (Dunbar Neighborhood Center), 69999 (Funding Source for Non-Capital)

The amount of: \$4,513.12

7701 (Trust Fund), 040409 (Exe Facility Maintenance), 5311001 (Supplies, Consumable), 1565000 (Gen. Gov't Bldgs. /Plants), 600291 (Georgia Hill Neighborhood Center), 69999 (Funding Source for Non-Capital).

Section 3: That fifty percent of all revenue received from John C. Birdine Neighborhood Service Center room rental fees and leased office space shall be deposited into 1001 (General Fund), Department 000002, Account 3810008 (Building Rentals, General) 0000000, and the remaining fifty percent of the revenue shall be deposited into 7701 (Trust Fund), 040411 (Exe Facility Maintenance-Birdine), 3810008 (Building Rentals, General), 1565000, 600292 (Birdine Neighborhood Center) 69999 (Funding Source for Non-Capital) on behalf of the Office of Enterprise Assets Management.

Section 4: That fifty percent of all revenue received from Dunbar Neighborhood Service Center room rental fees, and leased office space shall be deposited into 1001 (General Fund), Department 000002, Account 3810008 (Building Rentals, General) 0000000, and



The remaining fifty percent of the revenue shall be deposited into 7701 (Trust Fund), 040408 (Exe Facility Maintenance), 3810008 (Building Rentals, General), 1565000, 600224 (Dunbar Neighborhood Center), 69999 (Funding Source for Non-Capital) on behalf of the Office of Enterprise Assets Management.

Section 5: That fifty percent of all revenue received from Georgia Hill Service Center room rental fees, and leased office space shall be deposited into 1001 (General Fund), Department 000002, Account 3810008 (Building Rentals, General) and the remaining fifty percent of the revenue shall be deposited into 7701 (Trust Fund), 040409 (Exe Facility Maintenance) 3810008 (Building Rentals, General), 1565000 -Georgia Hill- Georgia Hill Neighborhood Center), 69999 (Funding Source for Non-Capital) on behalf of the Office of Enterprise Assets Management.

Section 6: That the Office of Enterprise Assets Management shall be authorized to expend fees from the room rental fees, and leased office space from John C. Birdine 7701 (Trust Fund), 040411 (Exe Facility Maintenance-Birdine), 5311001 (Supplies, Consumable), 1565000 (Gen. Gov't Bldgs./Plants), 600292 (Birdine Neighborhood Center), 69999 (Funding Source for Non-Capital), and related supply and purchased/contracted service accounts for the general maintenance and upkeep of John C. Birdine Neighborhood Service Center on behalf of the Office of Enterprise Assets Management.

Section 7: That the Office of Enterprise Assets Management shall be authorized to expend fees from the room rental fees, and leased office space from Dunbar 7701 (Trust Fund), 040408 (Exe Facility Maintenance), 5311001 (Supplies, Consumable), 1565000 (Gen. Gov't Bldgs./Plants), 600224 (Dunbar Neighborhood Center), 69999 (Funding Source for Non-Capital), and related supply and purchased/contracted service accounts for the general maintenance and upkeep of Dunbar Neighborhood Service Center on behalf of the Office of Enterprise Assets Management.

Section 8: That the Office of Enterprise Assets Management shall be authorized to expend fees from the room rental fees, and leased office space from Georgia Hill 7701 (Trust Fund), 040409 (Exe Facility Maintenance) 5311001 (Supplies, Consumable), 1565000 (Gen. Gov't Bldgs./Plants), 600291 (Georgia Hill Neighborhood Center), 69999 (Funding Source for Non-Capital), and related supply and purchased/contracted service accounts for the general maintenance and upkeep of Georgia Hill Neighborhood Service on behalf of the Office of Enterprise Assets Management.

A true copy,
Rhonda Daughia Johnson
 Municipal Clerk

ADOPTED by the Council
 APPROVED by the Mayor

DEC 01, 2008
 DEC 09, 2008

Selection Criteria

Budget: **COA FUNDING BGT** Amount Type: **Year To Date Extended**

Period: **NOV-2008** Encumbrance Type: **ALL**

Account Level: **All**

Funds Available (USD)

Summary

Account	Budget	Encumbrance	Actual	Funds Available
7701.140106.5710001.6220000.60	6,522.99	0.00	0.00	6,522.99

Encumbrance Amounts

Commitment: **0.00** Obligation: **0.00** Other: **0.00**

Account Description

TRUST FUND.PRC PARKS DESIGN.PAYMENTS TO OTHER GOVTS.PARK AREAS.J. C. BIRDINE NEIGHBORHOOD.FU

08-0-2243
 (Do Not Write Above This Line)

AN ORDINANCE AUTHORIZING THE CHIEF FINANCIAL OFFICER TO ESTABLISH TRUST FUND ACCOUNT STRINGS FOR THE EXECUTIVE OFFICES-OFFICE OF ENTERPRISE ASSETS MANAGEMENT TO ACCEPT ROOM RENTAL FEES AND REVENUES ASSOCIATED WITH LEASED OFFICE SPACE FROM THE NEIGHBORHOOD SERVICE CENTERS - JOHN C. BIRDNE, DUNBAR AND GEORGIA HILL, TO ESTABLISH THAT HALF OF ALL FUNDS GENERATED BY THE ROOM RENTAL FEES AND LEASED OFFICE SPACE SHALL BE DEPOSITED INTO 1001 (GENERAL FUND), DEPARTMENT 000002, ACCOUNT 3610008 (BUILDING RENTALS, GENERAL), 0000000 (DEFAULT), AND THAT HALF OF THE FUNDS GENERATED BY SUCH FEES SHALL BE DEPOSITED INTO THE NEWLY ESTABLISHED TRUST FUND ACCOUNT STRINGS FOR EACH NEIGHBORHOOD SERVICE CENTER ON BEHALF OF THE EXECUTIVE OFFICES-OFFICE OF ENTERPRISE ASSETS MANAGEMENT. ALL REVENUES GENERATED BY THE REFUNDABLE ROOM DEPOSIT FEE AT EACH NEIGHBORHOOD SERVICE CENTER SHALL BE DEPOSITED AND EXPENDED FROM THE NEWLY CREATED TRUST FUND ACCOUNT STRINGS FOR EACH NEIGHBORHOOD SERVICE CENTER TO AUTHORIZE THE OFFICE OF ENTERPRISE ASSETS MANAGEMENT TO EXPEND FEES FROM ROOM RENTAL FEES, LEASED OFFICE SPACE AND THE REFUNDABLE ROOM DEPOSIT FEES. IN ADDITION TO TRANSFERRING THE EXISTING FUNDS FROM THE DEPARTMENT OF PARKS RECREATION AND CULTURAL AFFAIRS TRUST FUND ACCOUNT TO THE NEWLY ESTABLISHED TRUST FUND ACCOUNT STRINGS FOR EACH NEIGHBORHOOD SERVICE CENTER ON BEHALF OF THE EXECUTIVE OFFICES-OFFICE OF ENTERPRISE ASSETS MANAGEMENT, AND FOR OTHER PURPOSES.

ADOPTED BY

DEC 0 1 2008

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1ST ADOPT 2ND READ & REFER
- PERSONAL PAPER REFER

Date Referred: 11/17/08
 Referred To: Finance Exec.

Date Referred:
 Referred To:
 Date Referred:
 Referred To:

First Reading
 Committee: Finance
 Date: 11/12/08
 Chair: [Signature]
 Referred To: [Signature]

Committee: Finance
 Date: 11/27/08
 Chair: [Signature]

Action: [Signature]
 Fav, Adv, Hold (see rev. side)
 Other: [Signature]
 Members: [Signature]

Refer To

Committee

Action: [Signature]
 Fav, Adv, Hold (see rev. side)
 Other: [Signature]
 Members: [Signature]

Refer To

MAYOR'S ACTION

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

CERTIFIED

CERTIFIED
 DEC 0 2 2008
 [Signature]
 MUNICIPAL CLERK

APPROVED
 [Signature]
 MAYOR

STATE OF GEORGIA

COUNTY OF FULTON

NEIGHBORHOOD SERVICE CENTER LEASE AGREEMENT

THIS NEIGHBORHOOD SERVICE CENTER LEASE AGREEMENT (this "Lease Agreement") made and entered into this [_____] day of [_____], 2012 (the "Effective Date"), by and between the **CITY OF ATLANTA**, a municipal corporation within the State of Georgia, (herein "Lessor" or the "City") and _____, a corporation duly authorized to do business in the State of Georgia, (herein "Lessee").

WITNESSETH:

Whereas, the City owns that certain parcel of land in Fulton County, Georgia (the "Property"), as more particularly described in Exhibit A attached hereto and by this reference made a part hereof, upon which Property is situated a certain building also owned by the City and having the address of **215 Lakewood Way, S.W., Atlanta, Georgia 30315** (the "Building"); and

Whereas, the City utilizes the Building as a Neighborhood Facility known as the John C. Birdine Neighborhood Service Center; and

Whereas, the John C. Birdine Neighborhood Service Center houses various public and private agencies providing services to the residents of the surrounding community; and

Whereas, Lessee desires to lease from the City approximately _____ rentable square feet of space in _____ of the Building (the "Leased Premises"); and

Whereas, Lessee will provide services to the residents of the surrounding community in accordance with the terms and conditions herein; and

Whereas, the Director of Real Estate Portfolio has recommended that the City enter into an appropriate lease agreement with Lessee for the Leased Premises; and

Whereas, Ordinance [_____] adopted by the Atlanta City Council on [_____] 2012, and approved by the Mayor on [_____] 2012, and made a part hereof by this reference, authorizes the Mayor to enter into this Lease Agreement with Lessee under the terms and conditions specified herein. **NOW THEREFORE**, for and in consideration of the foregoing premises, the mutual promises between the parties herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties mutually agree as follows:

1.

Premises

Lessor, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by 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 Premises. No easement for air or light is included in the Leased Premises.

2.

Lease Term

Subject to the terms and conditions herein, Lessee shall have and hold the Leased Premises for a term of three (3) years (the "Lease Term") commencing on [_____] (the "Commencement Date"), unless sooner terminated pursuant to Sections 11, 12 and/or 13 below. Lessee understands that any request to renew this Lease Agreement shall be subject to the approval of the City. It is understood that at the end of the Lease Term, this Lease Agreement shall terminate absolutely and without further obligation on the part of the City, unless renewed. If Lessor does not renew this Lease Agreement, then Lessor shall be free to rent the Leased Premises to another party for any subsequent period without any further claim or right from Lessee. A walk-through inspection of the Leased Premises shall be made by the Director of Real Estate Portfolio or her/his designee and a representative of Lessee prior to the expiration of the Lease Term, for the purpose of noting deficiencies in the maintenance of the Leased Premises. Lessee shall correct or repair any and all deficiencies noted during such inspection within a reasonable time period, ordinary wear and tear only excepted.

3.

Possession of Premises

If this Lease Agreement is executed before the Commencement Date, and Lessor cannot deliver possession of the Leased Premises by the Commencement Date, Lessee waives any claim for damages due to such delay and Lessor waives the payment of any Rent (as defined below) until Lessor delivers possession to Lessee.

4.

Rent

Lessee shall pay to Lessor promptly on the first day of each month, in advance during the Lease Term, rent in the amount of _____ dollars (\$ _____) ("Rent"), for a total yearly Rent of Five Thousand Seven Hundred Eighty and 00/00 dollars (\$ _____) (annual Rent is determined by multiplying 578 square feet of space by \$10.00 per square foot). In the event the Lease Term shall commence on a day other than the first day of the month, Rent for the first partial month shall be prorated. Lessee will be subject to a late fee of Twenty-Five and 00/100 dollars (\$25.00) if monthly Rent is received after the fifteenth (15th) of that month, or, if the fifteenth (15th) falls a weekend or holiday, by the next business day. Rent shall be due and payable in all events and Lessee hereby agrees to pay Rent and not to exercise any right of termination due to breach or alleged breach by Lessor of any of the terms hereof. Rent payments must be made payable to the City of Atlanta and either delivered or mailed to the following address:

Community Affairs Assistant
_____ Neighborhood Center

or

Executive Director, Office of Revenue
City of Atlanta – Department of Finance
68 Mitchell Street, SW, Suite 1350
Atlanta, Georgia 30303

Upon the Effective Date and prior to the Commencement Date, Lessee shall pay to Lessor a security deposit in the amount of _____dollars (\$_____), which is equal to one (1) month's rent. The security deposit, less damages and arrears, shall be returned to Lessee within sixty (60) days after the end of the Lease Term.

5.

Use of Premises

Lessee shall utilize the Leased Premises to provide services to residents of the City who reside within the neighborhood and community surrounding the Property. Lessee shall not commit waste on the Leased Premises. The Leased Premises shall not be used for any illegal purposes, nor in 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 Leased Premises. Lessee shall throughout the Lease Term and any renewal thereof, at its expense, maintain the Leased Premises in sanitary condition, and good order and repair, except those repairs expressly required to be made by Lessor hereunder. Lessee shall remove trash, garbage, rubbish or other refuse on a daily basis from the Leased Premises. Lessee agrees to comply with all rules, regulations or special stipulations for the use of the Leased Premises hereafter adopted by Lessor and made known to Lessee, which shall have the same force and effect as the covenants of this Lease Agreement. Lessee shall be responsible for making certain that its guests, visitors and patrons 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 Lessee's officers, agents, employees, patrons, volunteers, invitees, or contractors, in any manner whatsoever.

6.

Repairs By Lessee

Lessor is responsible for presenting the Leased Premises in good order including all heating, air conditioning, and other facilities. Lessee accepts the Leased Premises in their condition as is and as suited for the use intended by Lessee. Lessee has examined and knows the condition of the Leased 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 Lessor prior to or at the execution of this Lease Agreement, that are not herein expressed. During the term of this Lease Agreement, Lessee shall maintain the Leased Premises in good order and repair. Lessee shall be responsible for performing all maintenance and repairs of the Leased Premises, with the exception of those repairs for which Lessor is responsible, as set forth in Section 7 below. Lessee agrees that, upon the termination of this Lease Agreement, it will yield up the Leased Premises to Lessor in as good condition as when the same were entered upon by Lessee, ordinary wear and tear only excepted.

Lessee shall promptly notify Lessor of any condition on the Leased Premises or the Building which Lessee believes to be dangerous to the health or safety of tenants, regardless of whether Lessee intends to repair the condition itself.

7.

Repairs By Lessor

Lessor agrees to keep in good repair the roof, foundations, parking and common areas, the structural soundness of the exterior walls, doors, corridors and exterior windows. In addition, Lessor agrees to maintain all heating systems, air conditioning systems, and other facilities that are necessary and conducive to a comfortable working environment, to the extent not caused by acts of Lessee, its employees, agents, contractors, invitees, licensees or concessionaries. Lessor gives to Lessee exclusive control of the Leased Premises and shall be under no obligation to inspect said Leased Premises. Lessee shall promptly report in writing to Lessor any defective condition known to it which Lessor is required to repair, and failure 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 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 the Leased 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 co-tenants, or other occupants of the Building, or of any owners or occupants of adjacent or contiguous property.

9.

Utilities

Lessor shall be solely responsible for and shall 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. Lessor shall not be liable to Lessee for any cessation of utilities or utility services to the Leased Premises or Building unless caused by the negligence or willful misconduct of Lessor.

10.

City's Right to Access and Inspection of Premises

Lessor may enter the Leased Premises at reasonable hours, alone or along with prospective purchasers or tenants, to make any repairs required of Lessor under the terms of this Lease Agreement, to inspect regularly the Leased Premises and/or the fire safety equipment located therein, to clean regularly the grease trap located in any kitchen, to see that Lessee is complying with all of its obligations hereunder, and for any other use or purpose which Lessor deems proper and reasonable, provided that Lessor provides Lessee with reasonable notice of such inspection in advance. Lessor may enter the Leased Premises at any time in the event of an emergency, upon such notice to Lessee if feasible under the circumstances.

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

Any one or more of the following events shall constitute default of this Lease Agreement by Lessee ("Events of Default"):

- (A) Lessee fails to pay Rent specified in Section 4 herein at the time and place when and where due, and fails to cure this breach within five (5) days after receiving written notice by Lessor that the rent is due and unpaid;
- (B) Lessee deserts or vacates the Leased Premises;
- (C) Lessee fails to comply with any term, provision, condition, or covenant of this Lease Agreement, other than the payment of Rent, or fails to comply with any of the rules and regulations now or hereafter established for the Leased Premises, and does not cure such failure within five (5) days after receiving written notice by Lessor of such failure to comply;
- (D) Any petition is filed by or against Lessee under any section or chapter of the Bankruptcy laws as amended;
- (E) Lessee makes an assignment for the benefit of creditors; or A receiver is appointed for a substantial part of the assets of Lessee;
- (F) Either the leasehold interest in the Leased Premises or Lessee's effects are levied on underexecution.

If one or more of the Events of Default shall occur, Lessor shall have the option to do either of the following in addition to and not in limitation of any other remedy permitted by law or by this Lease Agreement:

- (1) Terminate this Lease Agreement. In the event of termination, Lessee shall immediately surrender the Leased Premises to Lessor. If Lessee fails to immediately surrender the Leased Premises, Lessor may, without further notice and without prejudice to any other remedy, enter upon the Leased Premises and expel or remove Lessee and its 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 Rent which would become due and payable during the remainder of the term of this Lease Agreement, to be due and payable immediately. In the event that Lessor declares Rent due and payable immediately, 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 Rent for the remainder of said term.
- (2) Relet the Leased Premises. Lessor may enter the Leased Premises as the agent of 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 Lessee, and

receive the rent therefor, and Lessee shall pay 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 made to the Leased Premises or the Property by Lessee shall remain as a part of the Leased Premises or Property and shall become the property of 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 owed by Lessee to Lessor 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 Section 12 of this Lease Agreement concerning default, or anything else contained in this Lease Agreement, Lessor 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. Lessee may terminate this Lease Agreement with or without cause at any time, upon the giving of thirty (30) days written notice to Lessor. Upon any such termination by Lessor or Lessee, any improvements theretofore made to the Leased Premises or the Building by Lessee shall remain as a part of the Leased Premises or Building and become the property of Lessor.

14.

Removal of Effects Upon Termination

If Lessee shall not remove all of its effects from said premises or property 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 and Bonding

Lessee agrees to obtain and maintain during the entire term of this Lease Agreement the following types and amounts of Insurance and Bonding stipulated in Exhibit B, which is attached hereto and made a part of this Lease Agreement by reference.

16.

Hold Harmless and Indemnification

(A) Release and Indemnification –Lessee expressly agrees as a condition of this Lease Agreement, to defend, indemnify and hold harmless the City, its officers, agents, officials and employees (collectively the “Indemnified Parties”) from and against any and all claims, debts, demands, liabilities (including reasonable attorneys’ fees), or causes of action of every kind or character, whether in law or in equity, for liability regarding bodily injuries to or deaths of persons or damage to or destruction of property of Lessee, its employees, agents, or to any third person, arising from an act or omission of Lessee, his agents, employees or third persons (including trespassers) while on or about the Leased Premises or any part of the Building during the Lease Term. Lessee also agrees to defend, indemnify and hold harmless the Indemnified Parties for injuries, death, property damage, or liabilities sustained or alleged to have been

sustained in connection with or to have arisen out of or resulting from the performance pursuant to this Lease Agreement by Lessee, or its employees, agents, contractors, third persons or subcontractors or performance pursuant to this Lease Agreement. Lessee further agrees that its obligation to indemnify and hold harmless the Indemnified Parties shall not be limited to the limits or terms of the liability insurance, required pursuant to this Lease Agreement. Each party hereto shall give to the other prompt and timely written notice of any claim made or suit instituted coming to its knowledge which in any way directly or indirectly, contingently or otherwise affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.

(B) Negligence and Waiver –Lessee’s aforesaid release, indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to the fullest extent permitted by law, but in no event shall it apply to liability caused by the willful misconduct or sole negligence of the party released, indemnified or held harmless. Lessee specifically waives any immunity provided against this indemnity by an industrial insurance or workers’ compensation statute. Lessee further agrees that this obligation to indemnify and hold harmless the parties released shall not be limited to the limits or terms of the liability insurance, if any, required under this Lease Agreement.

The obligations described in this Section 16 shall survive any termination or expiration of this Lease Agreement.

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 Leased 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 Leased Premises, subject to the sole discretion of Lessor. 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, Lessor covenants and agrees that should it determine to make such reconstruction, renovation or repairs, then it will be so accomplished with reasonable promptness and dispatch and will allow Lessee an abatement of Rent for such time as the building is untenable or proportionately for such portion of the Leased Premises as shall be untenable, and Lessee covenants and agrees that the remainder of the terms of this Lease Agreement shall not be otherwise affected.

19.

Condemnation

If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein set forth, is condemned by any legally constituted

authority for any public use or purpose, or is 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 damages 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 Lease Term, with Lessor's acquiescence and without any distinct written agreement of the parties, Lessee shall be a tenant at will and shall be bound to and shall abide by all of the terms set forth in this Lease Agreement, including but not limited to the insurance and bonding provisions set forth in Exhibit B attached hereto, and to the hold harmless provisions in Section 16 of this Lease Agreement. 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 Leased Premises and keys thereto to Lessor in the same condition as at commencement of the Lease Term, natural wear and tear only accepted. Upon termination of this Lease Agreement, all rights of Lessee and of all persons whomsoever claiming by, through or under this Lease Agreement shall cease and terminate. The Leased Premises, Property, Building and all improvements located thereon, including fixtures, shall henceforward constitute and belong to and be the absolute property of Lessor or Lessor's successors and assigns, without further act or conveyance, and without liability to make compensation to 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 Lessee at any time.

23.

No Alterations or Improvements

Lessee will make no alterations in or additions to the Leased Premises or Building without first obtaining the prior written consent of the Director of Real Estate Portfolio. All erections, additions, fixtures and improvements, whether temporary or permanent in character (except only the movable office furniture of Lessee) made in or upon the Leased Premises or Building, either by Lessee or Lessor, shall remain upon the Leased Premises or Building at the termination of the Lease Term, by lapse of time or otherwise, without compensation to Lessee.

24.

Solicitation of Agreement

Lessee warrants that it has not employed nor retained any company or person, other than a bona fide employee or licensed real estate agent working for Lessee, to solicit or secure this Lease 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 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 Lessor as follows:

City of Atlanta
Office of Enterprise Assets Management
68 Mitchell Street, Suite 1225
Atlanta, Georgia 30303
Attn: Director of Real Estate Portfolio

with a copy to:

City of Atlanta
Department of Law
68 Mitchell Street, Suite 4100
Atlanta, Georgia 30303
Attn: Real Estate Attorney

and to Lessee as follows:

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 this Lease 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 Lease Agreement shall not become binding on the City, and the City shall incur no liability upon the same, until such Lease Agreement has been executed by the Mayor, officially sealed by the Municipal Clerk, approved as to form by the City Attorney or his/her designee and delivered to Lessee.

SIGNATURES APPEAR ON THE FOLLOWING PAGE.

THE REST OF THIS PAGE INTENTIONALLY HAS BEEN LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers have caused their hands and seals to be hereunto affixed as of the Effective Date.

ATTEST:

CITY OF ATLANTA, a Georgia municipal corporation:

Municipal Clerk

(SEAL)

Mayor Kasim Reed

APPROVED AS TO FORM:

Assistant City Attorney

LESSEE

Name:
Title:

(SEAL)

Name:
Title:

Prepared by Fulton County Department of
Environment and Community Development
Support Services Division
Geographic Information System
Date: 01/23/45

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The data is not guaranteed to be accurate, correct, or complete.

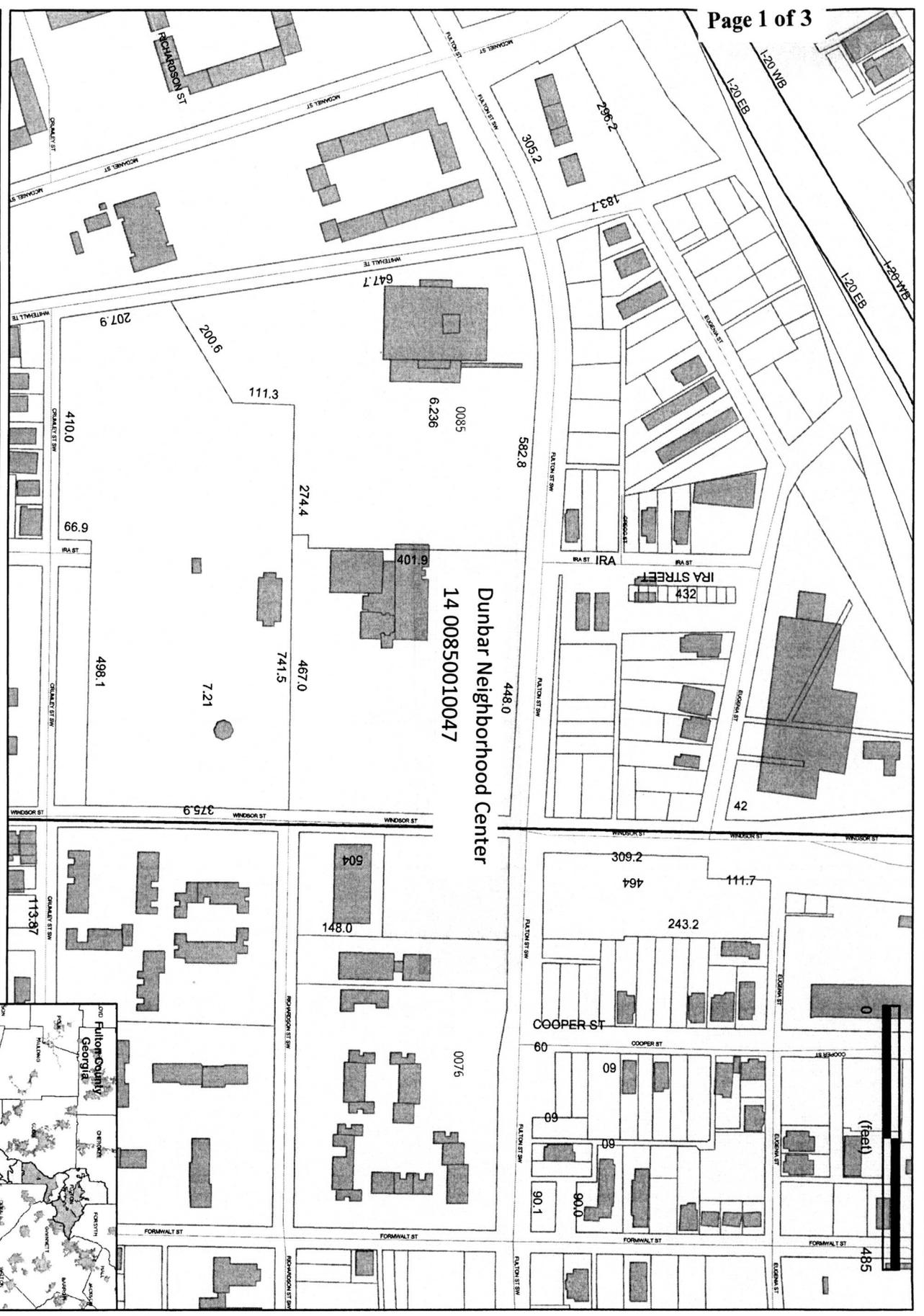
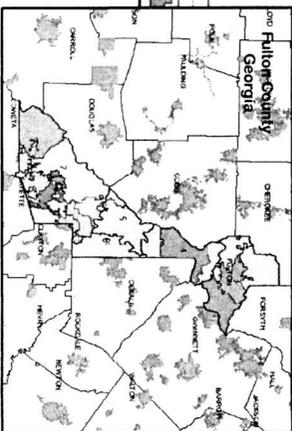


EXHIBIT B

APPENDIX A INSURANCE & BONDING REQUIREMENTS LEASE AGREEMENT

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix A and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix A, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Lessee must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Lessee has complied with all insurance and bonding requirements set forth in this Appendix A and applicable to the agreement. In accordance with the solicitation documents applicable to the agreement at the time Lessee submits to City its executed agreement, Lessee must satisfy all insurance and bonding requirements required by this Appendix A and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Lessee does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Lessee.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix A must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Lessee to City certifying that all insurance and bonding requirements set forth in this Appendix A and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class IX, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Lessee in writing. Lessee must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Lessee's failure to comply with all insurance and bonding requirements set forth in this Appendix A and applicable to the agreement will not relieve Lessee from any liability under the agreement. Lessee's obligations to comply with all insurance and bonding requirements set forth in Appendix A and applicable to the agreement will not be construed to conflict with or limit Lessee's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix A must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Lessee must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix A that concern the proposed cancellation, or termination of coverage.

68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Lessee shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Risk Management** at **68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303**.

6. Additional Insured Endorsements

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix A and such insurance must be primary with respect to the Additional

Insured. Confirmation of this must unconditionally appear on any **Certificate of Insurance** provided by Lessee as evidence of its compliance with this Appendix A. **Lessee must also submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix A. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

7. Mandatory Sub-Consultant Compliance

Lessee must require and ensure that all contractors/subcontractors at all tiers to be sufficiently insured/bonded.

B. Workers' Compensation and Employer's Liability Insurance

Lessee must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation.	Statutory
Employer's Liability:	
Bodily Injury by Accident/Disease	\$100,000 each accident
Bodily Injury by Accident/Disease	\$100,000 each employee
Bodily Injury by Accident/Disease	\$500,000 policy limit

Pursuant to Georgia State law, any employer employee three (3) or more employees must provide workers' compensation coverage. If Grantee or Contractor/Subcontractor does not employ at least (3) three employees, a statement on the agency/company letterhead must be submitted to the City indicating such.

C. Commercial General Liability Insurance

Lessee must procure and maintain Commercial General Liability Insurance an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate.** The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractors/Subcontractors
- Products – Completed Operations
- Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Lessee must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Waiver of Subrogation in favor of the City of Atlanta

If Lessee does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Lessee's personal automobile policy or the Commercial General Liability coverage required under this Appendix A.

E. Property Insurance

Lessee shall procure and maintain Property Insurance covering all forms of risk on any and all interests related to this agreement, including inventory, supplies, and other property of Lessee located at said premises, insuring against perils of fire, lightning, extended coverage, and the perils of vandalism, malicious mischief, glass breakage and sprinkler leakage, in an amount equal to the full replacement value of any and all interests of Lessee and City in or about said premises.

F. Builders Risk Insurance

Lessee shall cause any contractor and/or subcontractor performing work on the premises to procure and maintain policy for Builders Risk Insurance which provides "All-Risk" coverage to the building, structure or work and property of the city in the care, custody and control of the Lessee. The amount of such insurance shall at all times be equal to 100 percent of the replacement value or 100 percent of the amount paid to the contractor/subcontractor for work performed , whichever is greater.