

#4

# 2277

13- R-3244

(Do Not Write Above This Line)

A RESOLUTION BY  
PUBLIC SAFETY AND LEGAL  
ADMINISTRATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A NEW LEASE AGREEMENT WITH CHESTER AVENUE LOFTS, LLC, ON BEHALF OF THE ATLANTA POLICE DEPARTMENT, FOR THE RENTAL OF 3,500 SQUARE FEET OF OFFICE SPACE LOCATED AT 890 MEMORIAL DRIVE, S.E., ATLANTA, GEORGIA, FOR THE DEPARTMENT OF POLICE PATH FORCE MINI PRECINCT, FROM 1 JULY 2013, UNTIL 30 JUNE 2015, AT A RENTAL RATE OF \$1 PER YEAR, TO BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER 1001 (GENERAL FUND), 240601 (COMMUNITY ORIENTED POLICING), 5223103 (BUILDING RENTAL OR LEASE SERVICES), 3250000 (SPECIAL DETAIL SERVICES), AND FOR OTHER PURPOSES.

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1<sup>ST</sup> ADOPT 2<sup>ND</sup> READ & REFER
- PERSONAL PAPER REFER

Date Referred: 6/3/13  
 Referred To: Finance/Exec  
 Date Referred: \_\_\_\_\_  
 Referred To: \_\_\_\_\_  
 Date Referred: \_\_\_\_\_  
 Referred To: \_\_\_\_\_

Committee \_\_\_\_\_  
 Date \_\_\_\_\_  
 Chair \_\_\_\_\_  
 Referred To \_\_\_\_\_

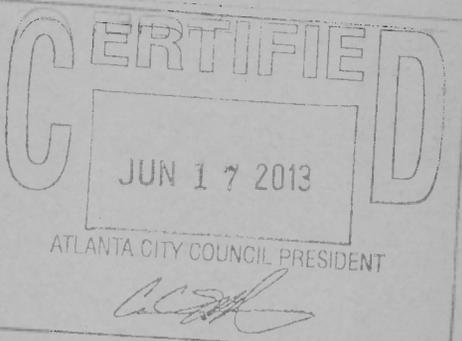
Committee PSLA  
 Date 6/11/13  
 Chair *Mulvaney*  
 Action Fav, Adv, Hold (see rev. side)  
 Other \_\_\_\_\_  
 Members *[Signatures]*  
 Refer To \_\_\_\_\_

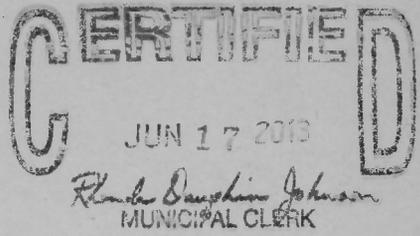
Committee \_\_\_\_\_  
 Date \_\_\_\_\_  
 Chair \_\_\_\_\_  
 Action Fav, Adv, Hold (see rev. side)  
 Other \_\_\_\_\_  
 ADOPTED BY  
 JUN 17 2013  
 COUNCIL  
 Refer To \_\_\_\_\_

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  
 2<sup>nd</sup>  1<sup>st</sup> & 2<sup>nd</sup>  3<sup>rd</sup>  
 Readings  
 Consent  V Vote  RC Vote

CERTIFIED  


CERTIFIED  


MAYOR'S ACTION  
 APPROVED  
 JUN 26 2013  
 WITHOUT SIGNATURE  
 BY OPERATION OF LAW



A RESOLUTION BY

**PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A NEW LEASE AGREEMENT WITH CHESTER AVENUE LOFTS, LLC, ON BEHALF OF THE ATLANTA POLICE DEPARTMENT, FOR THE RENTAL OF 3,500 SQUARE FEET OF OFFICE SPACE LOCATED AT 890 MEMORIAL DRIVE, S.E., ATLANTA, GEORGIA, FOR THE DEPARTMENT OF POLICE PATH FORCE MINI PRECINCT, FROM 1 JULY 2013, UNTIL 30 JUNE 2015, AT A RENTAL RATE OF \$1 PER YEAR, TO BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER 1001 (GENERAL FUND), 240601 (COMMUNITY ORIENTED POLICING), 5223103 (BUILDING RENTAL OR LEASE SERVICES), 3250000 (SPECIAL DETAIL SERVICES), AND FOR OTHER PURPOSES.**

**WHEREAS**, Chester Avenue Lofts, LLC., (“landlord”), has offered the City of Atlanta Police Department (“tenant”) a \$1 per year lease agreement (“agreement”) for 3,500 square feet of office space at 890 Memorial Drive, S.E., Atlanta, Georgia (“PATH Force Mini Precinct”); and

**WHEREAS**, the term of the lease agreement is two years from 1 July, 2013 to 30 June, 2015; and

**WHEREAS**, under the agreement, the landlord may terminate the agreement with or without cause at any time during the term upon ninety (90) days written notice to the tenant, and the tenant may terminate the agreement without cause, for the convenience of the City, at any time during the term upon ninety (90) days written notice to landlord; and

**WHEREAS**, The Department of Police desires to enter into the new lease agreement offered by Chester Avenue Lofts, LLC., for 3,500 square feet of office space at 890 Memorial Drive S.E., Atlanta, Georgia and utilize it as the PATH Force Mini-Precinct.

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA**, that the Mayor be and is hereby authorized to enter into a new lease agreement with Chester Avenue Lofts, LLC., on behalf of the Atlanta Police Department, for the lease of 3,500 square feet of office space at 890 Memorial Drive, S.E., Atlanta, Georgia, for the Department of Police PATH Force Mini Precinct, from 1 June 2013 until 31 May 2015, at a rental rate of \$1 per year, to be charged to and paid from **1001 (General Fund), 240601 (Community Oriented Policing), 5223103 (Operating/Lease Rental - Building), 3250000 (Special Detail Services).**

**BE IT FURTHER RESOLVED**, the term of the agreement is for two (2) years from 1 July 2013 to 30 June 2015, unless terminated by the landlord or the tenant.

**BE IT FURTHER RESOLVED**, that the City Attorney be and is hereby directed to review the lease agreement prior to execution by the Mayor.



**BE IT FINALLY RESOLVED**, that the agreement shall not be binding upon the City and the City will incur no obligation or liability under it until it has been approved by the City Attorney as to form, executed by the Mayor, and attested to by the Municipal Clerk.

A true copy,

A handwritten signature in cursive script, likely belonging to the Deputy Clerk.

Deputy Clerk

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

JUN 17, 2013  
JUN 26, 2013



## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (this "Lease Agreement") made and entered into this \_\_\_ day of June, 2013 (the "Effective Date"), by and between **CHESTER AVENUE LOFTS, LLC**, a Georgia limited liability ("Lessor"), and **CITY OF ATLANTA**, a municipal corporation of the State of Georgia (the "City" or "Lessee").

### **WITNESSETH:**

**WHEREAS**, Lessor owns that certain building in Fulton County, Georgia known as Lofts at Reynoldstown Crossing and located at 890 Memorial Drive, S.E., Atlanta, Georgia (the "Building"); and

**WHEREAS**, the City's Department of Police has identified space in the Building of approximately Three Thousand Five Hundred (3,500) square feet Suite #006 (the "Premises") and desires to lease the Premises for use as a mini-police precinct; and

**WHEREAS**, through the operation of mini-police precincts located throughout the City, the City's Department of Police is able to increase community policing presence thereby reducing crime and promoting quality of life in partnership with residents of the City; and

**WHEREAS**, Lessor desires to lease to the City and the City desires to lease from Lessor the Premises in consideration of annual rent in the amount of One Dollar and No/100 (\$1.00) for a period of two (2) years; and

**WHEREAS**, the Director of Real Estate Portfolio for the City has recommended that the City enter into an appropriate lease agreement with Lessor for the lease of the Premises; and

**WHEREAS**, Resolution [\_\_\_\_\_] adopted by the Atlanta City Council on [\_\_\_\_\_] 2013, and approved [by the Mayor/per City Charter Section 2-403] on [\_\_\_\_\_] 2013, and made a part hereof by this reference, authorizes the Mayor to enter into this Lease Agreement with Lessor 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 are acknowledged, the parties mutually agree as follows:

1. Lease Grant. Subject to and upon the terms and conditions herein, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises for the amount of One Dollar and No/100 (\$1.00) per year.



2. Lease Term. Subject to and upon the terms and conditions herein, Lessee shall have and hold the Premises for a term of two (2) years, commencing on July 1, 2013 until midnight on June 30, 2015 (the "Lease Term"), unless sooner terminated pursuant to Paragraph 11.

3. Use. The Premises shall be used as a mini-police precinct for the City's Police Department. The Premises shall not be used for any illegal purpose nor in any manner which would 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 its use and occupancy of the Premises. Lessee shall throughout the Lease Term and any renewal thereof, at its expense, maintain the Premises in sanitary condition, and in good order and repair, except those repairs expressly required to be made by Lessor hereunder. Upon termination of this Lease Agreement, Lessee shall surrender the Premises to Lessor in the same condition as it was received, normal wear and tear excepted.

4. Repairs by Lessor. Lessor agrees to keep in good repair the roof, foundations, common areas, and structural soundness of the exterior walls, doors, corridors and windows. Lessor shall be solely responsible for all charges for heat, water, gas, electricity or any other utility used or consumed on the Premises during the Lease Term which are not able to be separately metered and obtained in the Lessee's name. 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, except to the extent any failure in the operation thereof is caused by the willful misconduct or gross negligence of Lessee, its employees, agents, contractors, invitees, or licensees. Lessee shall report in writing to Lessor with reasonable promptness any defective condition known to it which Lessor is required to repair. Failure to report such condition shall make Lessee responsible to Lessor for any liability incurred by Lessor by reason of such delay.

5. Janitorial, Maintenance and Repairs by Lessee. Lessee shall be solely responsible for janitorial service in the Premises. Lessee shall maintain the leased premises in good order and repair. Lessee shall be responsible for performing maintenance and repairs of the leased premises, with exception of those repairs for which Lessor is responsible, as set forth in Section 4 Repairs by Lessor.

6. Parking. Lessor agrees that fifteen (15) of the parking spaces in the parking lot of 890 Memorial Drive shall be reserved for the sole use of the Lessee, its employees, agents, contractors, invitees, or licensees. The fifteen (15) parking spaces shall be clearly marked and designated as reserved for the sole use of the Lessee.

7. Alterations by Lessee. Lessee shall not make any structural alterations, modifications or repairs to the Premises during the Lease Term. Non-structural alterations may be made with the prior written consent of Lessor, provided all applicable governmental permits and approvals are obtained prior to the start of any work. Lessee shall not permit any mechanics' liens to attach to the Premises and shall pay any and all



sums due and payable on account of any labor performed or materials furnished in connection with work performed on the Premises at the direction of Lessee.

8. Entry by Lessor. Lessor may enter the Premises at reasonable hours and upon advance reasonable notice, 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 Premises, and for any other use or purpose which Lessor deems proper and reasonable. Lessor agrees to use its best efforts to cause the least amount of disruption to Lessee's activities while inspecting the Premises. Lessor may enter the Premises at any time in the event of an emergency, upon such notice to Lessee if feasible under the circumstances.

9. Assignment and Subletting. Lessee shall not transfer, assign, sublet, encumber or otherwise alienate Lessee's interest in the Premises under this Lease Agreement without the prior written consent of Lessor.

10. Lessor Work. Lessor and Lessee agree that Lessor will perform "Lessor Work" described in Exhibit B, Lessor Work Agreement. Lessor will be responsible for obtaining all necessary building permits, and will provide all materials, tools, equipment, labor and supervision to complete Lessor Work. Lessor will complete Lessor Work in no more than twenty (20) business days from the date of lease execution. Lessor Work will be deemed substantially complete once Lessor obtains a Certificate of Occupancy.

11. Termination. Lessor may terminate this Lease Agreement with or without cause at any time during the Lease Term upon ninety (90) days' written notice to Lessee. Lessee may terminate this Lease Agreement without cause, for the convenience of the City, at any time during the Lease Term upon ninety (90) days' written notice to Lessor.

12. Indemnification. Lessor agrees to defend, indemnify and hold harmless the City, its officers, agents, officials and employees from and against any and all claims, demands, judgments, liabilities (including reasonable attorneys' fees), or causes of action regarding bodily injuries, deaths of persons or damage to property, arising from an act or omission of Lessee, its agents, employees or contractors while on or about the Premises or any part of the Building or in connection with performance of Lessor's responsibilities under this Lease Agreement during the Lease Term.

13. Notice. 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 as follows:

City of Atlanta:  
Office of Enterprise Assets Management

55 Trinity Avenue, SW  
Suite 1790



Atlanta, Georgia 30303

With a concurrent copy to:

Atlanta Police Department  
Deputy Chief for Support Services  
675 Ponce De Leon Avenue NE  
Atlanta, Georgia 30308

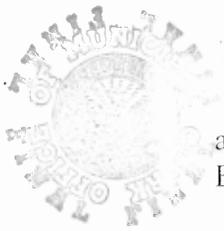
And to Lessor as follows:

Atlanta BeltLine, Inc.  
Attn: General Counsel  
86 Pryor Street  
Atlanta, Georgia 30303

1. 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.
2. Counterpart Signatures. This Lease Agreement may be executed by the parties in separate counterparts which shall constitute one original when taken together.
3. Successors and Assigns. The terms and provisions hereof shall be binding upon and inure to the benefit of Lessor and Lessee, and upon the heirs, executors, representatives, administrators, successors and assigns of Lessor and Lessee.
4. Governing Law. This Lease Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
5. Conditions as to Effect of Agreement. The parties agree that this Lease Agreement shall not become binding on Lessee, and Lessee shall incur no liability upon the same, until this Lease 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 Lessor.

**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

\_\_\_\_\_  
Mayor Kasim Reed

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

**CHESTER AVENUE LOFTS,  
LLC**  
a Georgia limited liability company  
By: ATLANTA BELTINE, INC.  
A Georgia Nonprofit Corporation  
Its Manager

ATTEST:

By: \_\_\_\_\_  
Lee Harrop, Assistant Secretary

By: \_\_\_\_\_  
Lisa Y. Gordon  
COO

(SEAL)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Patrise Perkins-Hooker  
Vice President and General Counsel

RCS# 2785  
6/17/13  
3:39 PM

Atlanta City Council

CONSENT AGENDA SECTION I (PAGES 4-20)  
EXCEPT 13-O-1018 & 13-R-3154  
ADOPT

YEAS: 11  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 5  
EXCUSED: 0  
ABSENT 0

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

+

		06-17-13
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 13-O-0431	37. 13-R-3257	54. 13-R-3224
2. 13-O-0438	38. 13-R-3258	55. 13-R-3225
3. 13-O-0312	39. 13-R-3259	56. 13-R-3226
4. 13-O-1078	40. 13-R-3261	57. 13-R-3227
5. 13-O-1066	41. 13-R-3156	58. 13-R-3228
6. 13-O-1067	42. 13-R-3241	59. 13-R-3229
7. 13-O-0607	43. 13-R-3242	60. 13-R-3230
8. 12-O-0991	44. 13-R-3245	61. 13-R-3231
9. 13-O-1045	45. 13-R-3246	62. 13-R-3232
10. 13-O-1068	46. 13-R-3247	63. 13-R-3233
11. 13-O-1069	47. 13-R-3248	64. 13-R-3234
12. 13-O-1071	48. 13-R-3249	65. 13-R-3235
13. 13-O-1072	49. 13-R-3219	66. 13-R-3236
14. 13-O-1076	50. 13-R-3220	67. 13-R-3237
15. 13-O-1080	51. 13-R-3221	68. 13-R-3238
16. 13-O-1088	52. 13-R-3222	
17. 13-O-1090	53. 13-R-3223	
18. 13-O-1048		
19. 13-O-1060		
20. 13-O-1061		
21. 13-O-1062		
22. 13-O-1063		
23. 13-O-1064		
24. 13-R-3239		
25. 13-R-3240		
26. 13-R-3243		
27. 13-R-3244		
28. 13-R-3218		
29. 13-R-3115		
30. 13-R-3205		
31. 13-R-3250		
32. 13-R-3251		
33. 13-R-3252		
34. 13-R-3253		
35. 13-R-3254		
36. 13-R-3256		