

12-R-0888

(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 THE VINE CITY PLAZA I LLC, FOR THE RENTAL OF 1707 SQUARE FEET OF OFFICE SPACE LOCATED AT 612 MAGNOLIA STREET, ATLANTA, GEORGIA, FOR THE DEPARTMENT OF POLICE ZONE ONE INVESTIGATIONS MINI PRECINCT, FROM THE PERIOD OF SEPTEMBER 1, 2012, UNTIL AUGUST 31, 2015, AT A RENTAL RATE OF \$1 FOR THE YEAR, TO BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER 1001 (GENERAL FUND), 240403 (APD POLICE PRECINCT ZONE 1), 5223103 (BUILDING RENTAL OR LEASE SERVICES), 3223000 (PATROL); AND FOR OTHER PURPOSES.

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

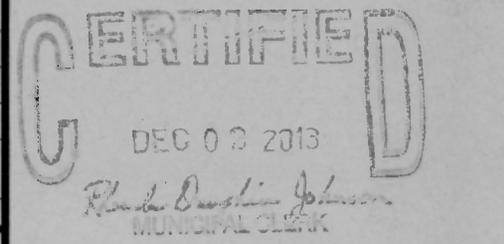
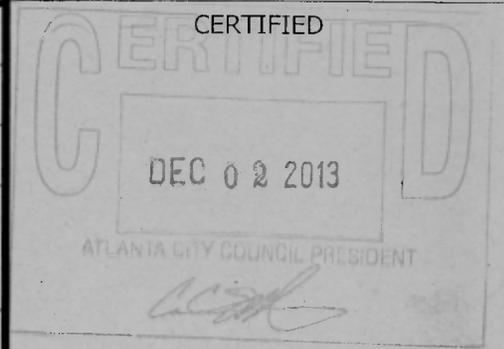
Date Referred: 7/2/12
Referred To: Public Safety
Date Referred:
Referred To:
Date Referred:
Referred To:

First Reading
Committee
Date
Chair
Referred To

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

Table with 2 columns: Committee, Date, Chair, Action, Other, Members, Refer To. Includes handwritten 'PSLA' and '6/26/12'.

Table with 2 columns: Committee, Date, Chair, Action, Other, Members, Refer To. Includes handwritten 'PSLA' and '7/10/12'. Contains stamp: AUTOMATICALLY TERMINATED AND FILED BY CLERK PER CHARTER SECTION 2-407 DEC 02 2013



MAYOR'S ACTION

12-R-0888

**A RESOLUTION BY
PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE**

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WHEREAS, the Department of Police currently occupies 1701 square feet of office space at 612 Magnolia Street, pursuant to a lease agreement between Vine City Plaza I LLC, and the City of Atlanta; and

WHEREAS, the current Lease Agreement expires on August 31, 2012; and

WHEREAS, the Department of Police desires to continue occupying 612 Magnolia Street for use as the Police Zone One Investigations 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 The Vine City Plaza I LLC, for the lease of 1701 square feet of office space located at 612 Magnolia Street, Atlanta, Georgia, for the Department of Police Zone One Investigations Mini Precinct, from September 1, 2012, until August 31, 2015, at a rental rate of \$1 for the year, to be charged to and paid from fund account and center number 1001 (General Fund), 240403 (APD Precinct Zone 1), 5223103 (Building Rental or Lease Services), 3223000 (Patrol).

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.

STATE OF GEORGIA

COUNTY OF FULTON

LEASE AGREEMENT

THIS AGREEMENT made this first day of September, 2012, between the Vine City Plaza I, LLC, hereinafter referred to as "Lessor" and THE CITY OF ATLANTA, hereinafter referred to as "Lessee";

WITNESSETH:

1. For and in consideration of the sum of One Dollar (\$1) per year to the Lessor hereinafter recited, Lessee does hereby lease property from lessor known as 612 Magnolia Street, Atlanta, Fulton County, Georgia.
2. Said lease shall cover the period from September 1, 2012, until August 31, 2015.
3. The premises shall be used as a mini police precinct for the Atlanta Police Department (hereinafter APD). Upon termination of this lease the Lessee shall surrender the premises to the Lessor in the same condition as it was received normal wear and tear excepted.
4. Premises shall not be used for any illegal purposes; nor in a manner to create any nuisance or trespass; nor in any way which could violate any law, ordinance, or restrictive covenant affecting the premises. Lessee shall promptly pay all fines, penalties and damages which may arise out of, or be imposed because of Lessee's failure to comply with the provisions of any applicable statute, ordinance, or regulation.
5. No goods, merchandise or material shall be kept or stored in or on said premises which are explosive. No alcoholic beverages shall be sold or used upon the premises. Nothing shall be done on said premises, other than as is provided for in this Agreement, which will increase the rate of or suspend the insurance upon said premises or other property of Lessor.
6. Either party to this lease may cancel said lease upon giving the other party thirty (30) days written notice.
7. Lessor shall be responsible for making necessary repairs to the roofing, plumbing, structural, foundation, exterior walls and other facilities on the leased premises. Lessee will be responsible for minor repairs, janitorial, and utilities.
8. Lessor and its agents may inspect the premises at any time during the term of this lease. Lessor agrees to use its best efforts to cause the least amount of disruption to the Lessee's activities while inspecting the premises.

9. Lessee shall not make any structural alterations, modifications or repairs to the premises during the term of this lease. Non-structural alterations may be made with the prior consent of the Lessor, providing all necessary permits, consents and approvals have first been obtained. Lessee shall not permit any mechanics liens to attach to the premises and shall pay all sums due and payable on account of any labor performed or materials furnished in connection with work performed on the premises during the term of this lease.

10. Lessee shall not, without the written consent of Lessor, transfer, assign, sublet, encumber or otherwise alienate Lessee's interest in the premises under this lease.

11. This lease may be terminated by Lessor in the event Lessee is in breach of any provisions of this lease upon delivery of thirty (30) days written notice to Lessee.

12 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:

To the Lessee, City of Atlanta:

Chief Procurement Officer, Bureau of Purchasing and Real Estate
55 Trinity Avenue, SW, Suite 1790
Atlanta, Georgia 30335

With a concurrent copy of the same also addressed to:

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

And to the Lessor as follows:

The Vine City Plaza I, LLC
C/O G. Hawthorne
228 Maple Place NW
Atlanta, Georgia 30314

13. This Lease contains the entire and integrated agreement of the parties and may be amended only by written instrument which is approved by both parties to the Lease. No representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

14. The parties agree that this Lease shall not become binding on the Lessee, and the Lessee shall incur no liability upon the same, until this Lease has been executed by the Mayor, officially sealed by the Municipal Clerk and delivered to the Lessor.

RCS# 2129
7/02/12
2:21 PM

Atlanta City Council

12-R-0888

LEASE AGRMNT W/VINE CITY PLAZA LLC. 612
MAGNOLIA ST. APD ZONE ONE MINI PRECINCT
REFER TO PSLA

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

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

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Legislative White Paper

Committee of Purview: Public Safety

Caption: A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A NEW LEASE AGREEMENT WITH THE VINE CITY PLAZA I LLC, FOR THE RENTAL OF 1707 SQUARE FEET OF OFFICE SPACE LOCATED AT 612 MAGNOLIA STREET, ATLANTA, GEORGIA, FOR THE DEPARTMENT OF POLICE ZONE ONE INVESTIGATIONS MINI PRECINCT, FROM THE PERIOD OF SEPTEMBER 1, 2012, UNTIL AUGUST 31, 2015, AT A RENTAL RATE OF \$1 FOR THE YEAR, TO BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER 1001 (GENERAL FUND), 240403 (APD POLICE PRECINCT ZONE 1), 5223103 (BUILDING RENTAL OR LEASE SERVICES), 3223000 (PATROL); AND FOR OTHER PURPOSES.

Council Meeting Date: 2 July 2012

Legislation Title: Resolution to renew lease at Vine City Mini-Precinct 612 Magnolia.

Requesting Dept.: Police

Contract Type: N/A

Source Selection: N/A

Bids/Proposals Due: N/A

Invitations Issued: N/A

**Number of Bids/
Proposals Received:** N/A

Bidders/Proponents: N/A

Background: Renewal of a \$1 per year lease for Mini-precinct.

Fund Account Center: N/A

Source of Funds: N/A

Fiscal Impact: None

Term of Contract: 3 years from 1 September 2012 to 31 August 2015

Method of Cost Recovery: N/A

Approvals:

DOF:

DOL:

Prepared By: Investigator Kurt Braunsroth

Contact Number: 404-546-4266

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Kurt Braunsroth

Contact Number: 404-546-4266

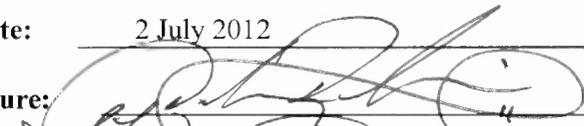
Originating Department: Police

Committee(s) of Purview: Public Safety

Chief of Staff Deadline: 15 June 2012

Anticipated Committee Meeting Date(s): 26 - 27 June 2012

Anticipated Full Council Date: 2 July 2012

Legislative Counsel's Signature: 

Commissioner's Signature: 

Chief Information Officer Signature (for IT Procurements) _____

Chief Procurement Officer Signature: _____

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A NEW LEASE AGREEMENT WITH THE VINE CITY PLAZA I LLC, FOR THE RENTAL OF 1707 SQUARE FEET OF OFFICE SPACE LOCATED AT 612 MAGNOLIA STREET, ATLANTA, GEORGIA, FOR THE DEPARTMENT OF POLICE ZONE ONE INVESTIGATIONS MINI PRECINCT, FROM THE PERIOD OF SEPTEMBER 1, 2012, UNTIL AUGUST 31, 2015, AT A RENTAL RATE OF \$1 FOR THE YEAR, TO BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER 1001 (GENERAL FUND), 240403 (APD POLICE PRECINCT ZONE 1), 5223103 (BUILDING RENTAL OR LEASE SERVICES), 3223000 (PATROL); AND FOR OTHER PURPOSES.

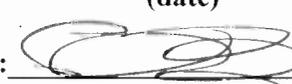
FINANCIAL IMPACT: (if any)

Mayor's Staff Only

Received by CPO: _____
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: Adrian 6-6-12
(date)

Reviewed by: 
(date)

Submitted to Council: _____ (date)