

#28

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(Do Not Write Above This Line)

AN ORDINANCE BY COUNCIL MEMBER(S) *[Signature]*

AN ORDINANCE AUTHORIZING THE MAYOR ON BEHALF OF THE CITY OF ATLANTA TO EXECUTE A LEASE AGREEMENT WITH VINE CITY PLAZA, I, LLC, FOR THE PURPOSE OF LEASING SPACE LOCATED AT 612 AT MAGNOLIA STREET, ATLANTA, GEORGIA, ON BEHALF OF THE ATLANTA POLICE DEPARTMENT; IN THE AMOUNT OF FIFTY NINE THOUSAND ONE HUNDRED TWENTY SIX DOLLARS AND NO CENTS (\$59,126.00); AND RATIFYING THE LEASE AGREEMENT EFFECTIVE SEPTEMBER 1, 2009; ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM ACCOUNTS LISTED BELOW; AND FOR OTHER PURPOSES.

ADOPTED BY *[Signature]*

DEC 02 2013

COUNCIL

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

Date Referred *11/18/13*

Referred To *Fin/Exec*

Date Referred

Referred To:

Date Referred

489536-1

First Reading

Committee _____
 Date _____
 Chair _____
 Referred To _____

F/E Committee _____
 Date *11/25/13*
 Chair *[Signature]*
 Action _____
 Fav, Adv, Hold (see rev. side) _____
 Other *On Substitute*
 Members *Nay - Mandy, Adooan, Fedrean*
w/10 Rec
U. Arduhp (do)
Had Shurb
[Signature]
 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

CERTIFIED
 DEC 02 2013
 ATLANTA CITY COUNCIL PRESIDENT
[Signature]

CERTIFIED
 DEC 02 2013
Ronda Daughlin Johnson
 MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

DEC 1 2013

WITHOUT SIGNATURE BY OPERATION OF LAW



**AN ORDINANCE BY
COUNCILMEMBER IVORY L. YOUNG, JR.**

AS SUBSTITUTED BY FINANCE/EXECUTIVE COMMITTEE

AN ORDINANCE AUTHORIZING THE MAYOR ON BEHALF OF THE CITY OF ATLANTA TO EXECUTE A LEASE AGREEMENT WITH VINE CITY PLAZA, I, LLC, FOR THE PURPOSE OF LEASING SPACE LOCATED AT 612 AT MAGNOLIA STREET, ATLANTA, GEORGIA, ON BEHALF OF THE ATLANTA POLICE DEPARTMENT; IN THE AMOUNT OF FIFTY NINE THOUSAND ONE HUNDRED TWENTY SIX DOLLARS AND NO CENTS (\$59,126.00); AND RATIFYING THE LEASE AGREEMENT EFFECTIVE SEPTEMBER 1, 2009; ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM ACCOUNTS LISTED BELOW; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") entered into a lease agreement for the use of space located at 612 Magnolia Street, Atlanta for use as a Atlanta Police Department("APD") police precinct (the "Premises") with Vine City Housing Ministry, LLC pursuant to Resolution 06-R -1 476 adopted by the Atlanta City Council on July 17, 2006 and approved by the Mayor on July 25, 2006 which expired on August 31, 2009 (the "Lease Agreement"); and

WHEREAS, APD has continued to occupy the Premises after expiration of the Lease Agreement and has continued need for the Premises; and

WHEREAS, the City desires to enter into a new lease agreement with Vine City Plaza, I, LLC, ("Vine City Plaza") the current Premises owner effective September 1, 2009 until December 31, 20 13 (the "Term"); and

WHEREAS, the total rent owed to Vine City Plaza is Fifty Nine Thousand One Hundred Twenty Six Dollars and No Cents (\$59,126.00) for the Term; and

WHEREAS, after expiration of the Term, the City, at the City's sole discretion, may continue to occupy the Premises on a month to month basis at a rate of Two Thousand Four Hundred Sixty Four Dollars (\$2,464.00) per month to be cancelled by the City at any time, for any reason; and

WHEREAS, the Police Chief and the Director of Real Estate Portfolio recommend entering into the lease agreement with Vine City Plaza for the Premises effective September 1, 2009.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA hereby ordains as follows:

SECTION 1: That Section 2 -1 187 of Article X Procurement and Real Estate Code of the City of Atlanta Code of Ordinances is waived to the extent. of any conflict with this Ordinance .

SECTION 2: the City of Atlanta is authorized enter into a new lease agreement insubstantially the same form as attached hereto as Exhibit A for the Premises with Vine City Plaza effective September 1, 2009 until December 31, 20 13.



SECTION 3: That the Chief Financial Officer is hereby authorized to pay Vine City Plaza Fifty Nine Thousand One Hundred Twenty Six Dollars and No Cents (\$59,126.00) for rent owed during the Term.

SECTION 4: That after expiration of the Term, the City, at the City's sole discretion, may continue to occupy the Premises on a month to month basis at a rate of Two Thousand Four Hundred Sixty Four Dollars (\$2,464.00) per month to be cancelled by the City at any time, for any reason.

SECTION 5: That all services shall be charged to and paid from 1001 (General Fund), 240403 (APD Precinct Zone 1), 5223103 (Building Rental or Lease Services), 3223000 (Patrol)

SECTION 6: That the City's actions in occupying the Premises after expiration of the Lease Agreement are hereby ratified and the new lease agreement is made effective as of September 1, 2009.

SECTION 7: That all ordinances or parts of ordinances in conflict with this ordinance, including but not limited to Sections 2 -1 187 of the City of Atlanta Code of ordinances, are waived to the extent of the conflict only.

A true copy,

Deputy Clerk

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

DEC 02, 2013
DEC 11, 2013



EXHIBIT A

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease Agreement") made and entered into this 1st day of September 2009 ("Effective Date"), by and between VINE CITY PLAZA, I, LLC., a Georgia limited liability company ("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 located 612 at Magnolia Street, Atlanta, GA. (the "Building"); and

WHEREAS, the City's Department of Police has identified space in the Building of approximately 1848 square feet (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 Fifty Nine Thousand One Hundred Twenty Six Dollars and No Cents (\$59,126.00) for the period of September 1, 2009 to December 31, 2013 (the "Term") and a rate of Two Thousand Four Hundred Sixty Four Dollars (\$2,464.00) per month on a month to month basis thereafter at the City's sole discretion; and

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

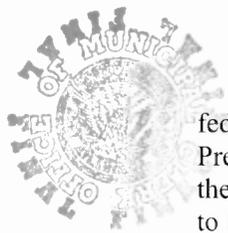
WHEREAS, _____ adopted by the Atlanta City Council on _____, and approved as per City Charter Section 2-403 on _____, and made a part hereof by this reference, authorizes the Mayor to enter into this Lease Agreement with Lessor under the terms and conditions specified herein.

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 in the amount of Fifty Nine Thousand One Hundred Twenty Six Dollars and No Cents (\$59,126.00) during the Term. After expiration of the Term, the City, at the City's sole discretion, may continue to occupy the Premises on a month to month basis at a rate of Two Thousand Four Hundred Sixty Four Dollars (\$2,464.00) per month, to be cancelled by the City at any time, for any reason.

2. Lease Grant. Subject to and upon the terms and conditions herein, Lessee shall have and hold the Premises during the Term, unless sooner terminated pursuant to Paragraph 8.

3. Use. The Premises shall be used only as a mini-police precinct for the City's Police Department. The Premises shall not be used for any illegal purposes 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 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, reasonable 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. 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, and failure to report such condition shall make Lessee responsible to Lessor for any liability incurred by Lessor by reason of such delay.

5. 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.

6. Entry by Lessor. Lessor may enter the Premises at reasonable hours and upon advance reasonable notice, 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 minimize disruption to Lessee's activities while inspecting the Premises. Lessor may enter the Premises at any time in the event of an emergency, upon notice to Lessee if feasible under the circumstances.

7. 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.

8. Termination. Lessor may terminate this Lease Agreement with or without cause at any time during the Term upon thirty (30) 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 thirty (30) days' written notice to Lessor.

9. Indemnification. Lessor agrees to defend, indemnify and hold harmless Lessee, their respective affiliates, and their respective officers, partners, managers, members, directors, shareholders, agents, and employees from and against any and all claims, demands, judgments, liabilities (including reasonable attorney's fees), or causes of action regarding bodily injuries, deaths of persons or damage to property, arising from an act or omission of Lessor, 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 Term.

10. No Waiver of Immunity. Nothing contained in this Lease Agreement shall be construed to be a waiver of sovereign immunity of the City or qualified immunity for any government official acting on behalf of the City.

11. 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:

Chief Procurement Officer, Bureau of Purchasing and Real Estate
55 Trinity Avenue, SW
Suite 1790
Atlanta, Georgia 30303

With a concurrent copy to:

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

And to Lessor as follows:

Vine City Plaza I, LLC
228 Maple Place
Atlanta, Georgia 30314

With a concurrent copy to:

Vine City Health and Housing Ministry
228 Maple Place
Atlanta, Georgia 30314

12. 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.

13. Counterpart signatures. This Lease Agreement may be executed by the parties in separate counterparts which shall constitute on original when taken together.

14. 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.

15. Governing Law. This Lease Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

16. 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.



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)

DATE:

RECOMMENDED:

APPROVED AS TO FORM:

BY: _____

Chief of Police

Senior Assistant City Attorney

VINE CITY PLAZA I, LLC., a
Georgia limited liability company

By:

Name:

Title: _____

RCS# 3184
12/02/13
3:54 PM

Atlanta City Council

13-O-1396

LEASE AGREEMENT WITH VINE CITY PLAZA I
FOR SPACE AT 612 MAGNOLIA STREET
ADOPT ON SUB

YEAS: 9
NAYS: 4
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 0
ABSENT 1

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