3839

14-O-1120

(Do Not Write Above This Line)

First Reading

Committee Finance / Executive
Date 2-26-14
Chair [signature]
Referred To

FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd ☐ 3rd

Readings

☑ Consent ☐ V Vote ☑ RC Vote

AN ORDINANCE AUTHORIZING THE CITY OF ATLANTA TO WAIVE THE REQUIREMENTS CONTAINED IN ARTICLE X DIVISION 14 SUBDIVISION III PROCUREMENT AND REAL ESTATE CODE OF THE CITY OF ATLANTA CODE OF ORDINANCES AND AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO A PURCHASE AND SALE AGREEMENT SELLING PROPERTY LOCATED AT 4697 WIEUCA ROAD, ATLANTA, GEORGIA 30342 TO THE CITY OF SANDY SPRINGS IN THE AMOUNT OF ONE MILLION TWO HUNDRED FORTY THOUSAND AND 00/100 DOLLARS ($1,240,000.00); WITH ALL SALE PROCEEDS TO BE DEPOSITED INTO ACCOUNTS LISTED BELOW; AND FOR OTHER PURPOSES.

ADOPTED BY
MAR 17 2014
COUNCIL

CERTIFIED
MAR 17 2014
ATLANTA CITY COUNCIL PRESIDENT

CERTIFIED
MAR 17 2014
Rhonda Dauphin Johnson
MUNICIPAL CLERK

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

Date Referred 3/3/14
Referred To: F/E

Date Referred
Referred To:

Date Referred:

Referred To:

Committee Fin. / Exec
Date 3-12-14
Chair [signature]
Action
Fav, Adv, Hold (see rev. side)
Other
Members
Carla Smith
Felicia A. Moore
Andrea
Natalie Wilbur
Refer To

Committee
Date
Chair
Action
Fav, Adv, Hold (see rev. side)
Other
Members
Refer To

MAYOR'S ACTION

APPROVED
MAR 26 2014
WITHOUT SIGNATURE
BY OPERATION OF LAW

CITY COUNCIL
ATLANTA, GEORGIA

AN ORDINANCE BY
FINANCE/EXECUTIVE COMMITTEE

14-O-1120

AN ORDINANCE AUTHORIZING THE CITY OF ATLANTA TO WAIVE THE REQUIREMENTS CONTAINED IN ARTICLE X DIVISION 14 SUBDIVISION III PROCUREMENT AND REAL ESTATE CODE OF THE CITY OF ATLANTA CODE OF ORDINANCES AND AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO A PURCHASE AND SALE AGREEMENT SELLING PROPERTY LOCATED AT 4697 WIEUCA ROAD, ATLANTA, GEORGIA 30342 TO THE CITY OF SANDY SPRINGS IN THE AMOUNT OF ONE MILLION TWO HUNDRED FORTY THOUSAND AND 00/100 DOLLARS ($1,240,000.00); WITH ALL SALE PROCEEDS TO BE DEPOSITED INTO ACCOUNTS LISTED BELOW; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (the "City") owns the fire station located at 4697 Wieuca Road, Atlanta, Georgia (the "Property"); and

WHEREAS, pursuant to Resolution 08-R-1788 adopted by the Atlanta City Council on October 6, 2008 and approved by the Mayor October 14, 2008, the City and the City of Sandy Springs ("Sandy Springs") entered into a Mutual Aid Agreement dated November 20, 2008, whereby Sandy Springs operates the fire station located on the Property for the purpose of providing fire and rescue services to the citizens of Atlanta and Sandy Springs; and

WHEREAS, the City and Sandy Springs desire to enter into a Purchase and Sale Agreement for the sale of the Property to Sandy Springs; and

WHEREAS, the City's Office of Enterprise and Assets Management had the Property appraised and the appraised value is One Million Two Hundred Forty Thousand and 00/100 Dollars ($1,240,000.00); and

WHEREAS, the Mutual Aid Agreement will remain in effect and Sandy Springs will continue to provide fire and rescue services to Atlanta citizens; and

WHEREAS, it is in the best interest of the City to sell the Property to Sandy Springs for the appraised value of One Million Two Hundred Forty Thousand and 00/100 Dollars ($1,240,000.00).

NOW THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That the Chief Procurement Officer or his designee, on behalf of the City, is hereby authorized to complete negotiations with Sandy Springs to sell the Property in the amount of One Million Two Hundred Forty Thousand and 00/100 Dollars ($1,240,000.00).

SECTION 2: That the Mayor or his designee on behalf of the City, is authorized to enter in the Purchase and Sale Agreement in substantially similar form to the document attached hereto as Exhibit A.

SECTION 3: That all proceeds from the sale of the Property shall be deposited into: 1001 (General Fund), Department 000002 (Revenue Dept.), Account 3922001 (Proceeds of Sale), Function Activity 0000000 (Balance Sheet).

SECTION 4: That the requirements of Article X, Division 14, Subdivision III, Procurement and Real Estate Code of the City of Atlanta, are hereby waived.

SECTION 5: That the Mayor, on behalf of the City, is authorized to execute any and all deeds, instruments or other documents that the Department of Law deems necessary or advisable in order to carry into effect the intent of this ordinance.

SECTION 6: That the City Attorney is hereby directed to prepare for execution by the Mayor, any and all deeds, instruments, or other documents that the City Attorney deems necessary or advisable to carry into effect the intent of this ordinance.

SECTION 7: That said deeds, instruments, or other documents shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder, until the same has been signed by the Mayor, attested to by the Municipal Clerk, and approved as to form by the City Attorney.

A true copy,

Deputy Clerk

ADOPTED by the Atlanta City Council **MAR 17, 2014**
APPROVED as per City Charter Section 2-403 **MAR 26, 2014**

EXHIBIT A

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into as of the ___ day of _____, 2013, by and between the City of Atlanta, Georgia, a municipal corporation (hereinafter called "Seller"); and the City of Sandy Springs, Georgia, a municipal corporation, (hereinafter called "Purchaser") .

W I T N E S S E T H:

1. Purchaser hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this Agreement, the following property:

That certain parcel of land known as 4697 Wieuca Road, Atlanta, Georgia 30342, according to the current system of numbering in Sandy Springs, Fulton County, Georgia land lying and being in Land Lot 95, of the 17 th District, of Fulton County and as more particularly described as set forth Exhibit B attached hereto, with such improvements as are located thereon, together with all lighting fixtures, attached thereto, all electrical, mechanical, plumbing, air conditioning, and any other systems or fixtures as are attached thereto, and all plants, trees and shrubbery now a part of the property (herein referred to as the "Property").

2. In addition to this Agreement, Seller and Purchaser have created a cooperative collaboration for the purpose of providing mutual aid to each other and to provide fire and rescue services to the citizens of Atlanta and Sandy Springs, Georgia. The terms of this collaboration have been set forth in an agreement dated November 20, 2008, authorized pursuant to Resolution 08-R-1788 adopted by the Atlanta City Council on October 6, 2008 and approved by the Mayor on October 14,2008 and attached hereto as Exhibit A and incorporated herein by reference (the "Mutual Aid Agreement"). This Agreement does not supersede the Mutual Aid Agreement, and the Mutual Aid Agreement remains in full force and effect as provided therein.

3. Purchase Price, Method of Payment. The purchase price for the Property, hereinafter called the "Purchase Price," shall be **One Million Two Hundred Forty Thousand and 00/100 Dollars ($1,240,000.00)**. The Purchase Price, after crediting the Earnest Money, and subject to the prorations and adjustments hereinafter described, shall be paid by Purchaser to Seller by wire transfer to an account designated by Seller or other payment medium acceptable to Seller on the Closing Date.

4. "As Is" Purchase. The Property is being sold in an "AS IS" condition and "WITH ALL FAULTS" as of the Date of this Agreement and Closing. Except as expressly set forth in this Agreement, no representation or warranties have been made or are made and no responsibility has been or is assumed by Seller or by any person, agent, employee, consultant, contractor or representative acting or purporting to act on behalf of Seller as to the condition of the Property or the value, or income potential thereof or as to the ability to have the Property rezoned from its current zoning designation to any other zoning designation, or as to any other fact or condition which has or might affect the Property or the condition, value, or income potential of the Property or any portion thereof. The parties agree that all understandings and agreements herein made between the them or their respective agents or representatives are merged into this Agreement and the Exhibits, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with parties satisfied with the opportunity afforded for investigation, neither party relying on upon statement or representation by the other unless such statement or

representations is specifically embodied in this Agreement or the Exhibits. To the extent that Seller has provided to Purchaser information from any report including but not limited to inspection, engineering or environmental reports concerning, Seller makes no representations or warranties with respect to the accuracy or completeness, methodology of preparation or otherwise concerning the contents of such reports. Purchaser acknowledges that Purchaser has sole responsibility to fully inspect the Property and investigate all matters relevant thereto and Purchaser shall rely solely upon the results of Purchaser's own inspections or other information obtained or otherwise available to Purchaser, rather than any information that may have been provided by Seller to Purchaser.

5. Earnest Money. Within five (5) days of the full execution of this this Agreement, Purchaser shall pay to Andy Meyer, Myer Closings, LLC the sum of Ten Thousand and 00/100 Dollars ($10,000.00) as an earnest money deposit. All earnest money deposits provided in this Paragraph 4 are herein called the "Earnest Money". On the Closing Date, the Earnest Money and any interest earned thereon shall be applied as part payment of the Purchase Price, in accordance with Paragraph 2 hereof. The Earnest Money shall otherwise be held and disbursed in accordance with the terms and provisions of this Agreement.

6. Closing.

(a) The closing of the sale of the Property (the "Closing") shall be held in Atlanta, Georgia and shall be consummated on or before _____ at City Hall, 68 Mitchell Street, SW, Atlanta, GA 30303, 4th Floor or at law offices of the closing attorney as mutually agreed upon by the parties.

(b) Ad valorem real estate taxes for the Property will not be prorated as of the Closing date.

(c) Purchaser shall pay all closing costs including the State of Georgia Transfer Tax, if any, and the recording costs on the deed of conveyance.

(d) At Closing, Seller shall deliver to Purchaser a duly executed Quit Claim Deed conveying the Property to Purchaser subject to the Matters of Title and the Restrictive Covenants, as detailed the Quit Claim Deed attached hereto as Exhibit C.

7. Prorations and Adjustments to Purchase Price. All prorations and adjustments to be made in conjunction with the Closing shall be made as of the Closing Date and shall be effected at Closing, except as otherwise provided and as further specified herein.

8. Title.

For the purposes of this Agreement, "good and marketable fee simple title" shall mean such title as is insurable by a title insurance company licensed to do business in Georgia, under its standard form of Georgia owner's policy of title insurance, at its standard rates, subject only to the following, hereinafter called the "Permitted Exceptions": (i) the standard exclusions therein; (ii) ad valorem taxes assessed against the Property not due and payable on or before the Closing Date; and (iii) all matters, if any, waived by Purchaser.

(a) Title Objections. Within thirty (30) days following the execution of this Agreement by all parties, Purchaser shall present Seller with any objections to free and clear title on the Property.

(b) Seller shall have until ten (10) days from the date of Purchaser's initial notice of objections in which to review such notice and, if Seller elects, in which to give Purchaser notice of any objections specified therein which Seller does not intend to attempt to cure or otherwise satisfy. If Seller gives Purchaser such notice with respect to any objection specified in Purchaser's initial notice of title objections, then Purchaser shall have the right, at Purchaser's option, to terminate this Agreement by giving written notice to Seller within ten (10) days after Seller's notice, in which event the Earnest Money shall promptly be refunded to Purchaser and all further rights and obligations of the Parties hereunder shall terminate (provided, however, that Seller shall retain One Hundred Dollars ($100.00) of the Earnest Money as full and adequate consideration to Seller for this Agreement).

(c) The Parties agree that while the Mutual Aid Agreement remains in effect, Purchaser shall maintain and operate the Property as a Fire Station as provided in the Mutual Aid Agreement. Should Purchaser seek to sell the Property at anytime, Purchaser shall first offer Seller the Property. Seller shall have thirty (30) days following the date Purchaser first presents Seller such offer to negotiate an agreement for the purchase of the Property from Purchaser at market value.

8. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Seller shall deliver to Purchaser the following documents and instruments, all in form and substance reasonably satisfactory to Purchaser and Seller, duly executed by or on behalf of Seller: (i) a quit claim deed conveying the Property; and (ii) such other documents as reasonably requested by the Purchaser or the closing attorney.

(b) Purchaser shall pay the Purchase Price to Seller in accordance with the provisions of this Agreement.

9. Costs of Closing. Purchaser shall pay the State of Georgia Realty Transfer Tax payable on the transfer of the Property and the Improvements. Purchaser shall pay all recording costs, the cost of all surveys contemplated herein, the premium for any owner's policy of title insurance issued in favor of Purchaser insuring Purchaser's title to the Property, and Purchaser's attorneys' fees. All other costs and expenses of the transaction contemplated hereby shall be borne by the Purchaser. Purchaser shall pay all costs associated with procuring any loans or mortgages on the property.

10. Title. Seller shall have, at closing, fee simple title to the Property, and Seller has the lawful right, power, authority and capacity to sell the Property in accordance with the terms, provisions and conditions of this Agreement;

11. Possession at Closing. Seller shall surrender possession of the Property to Purchaser on the Closing Date.

12. Remedies.

(a) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a breach or default by Purchaser under this Agreement, Seller shall retain escrow money as full satisfaction and accord of any claims against Purchaser.

(b) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a breach or default by Seller under this Agreement, Purchaser may exercise the following rights and remedies: (i) in the event of any default by Seller, Purchaser shall have the right to terminate this Agreement, the Earnest Money, including any interest earned, shall be promptly refunded to Purchaser and all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. The inability of Seller to convey good and marketable fee simple title to the Property on the Closing Date shall not constitute a default by Seller under this subparagraph 12(b) of this Agreement unless such defect arises by reason of an affirmative act or omission to act of Seller.

13. Damage or Destruction. If any portion of Improvements on the Property are damaged or destroyed by casualty prior to Closing, Seller shall promptly commence and diligently prosecute to completion the repair of such damage, and the final Closing Date hereunder shall be extended by the number of days reasonably required to repair such damage. If any portion of the Improvements is damaged or destroyed by casualty prior to Closing and the purchase and sale of the Property contemplated by this Agreement is thereafter actually consummated: (i) the Purchase Price shall be reduced by the total of any insurance proceeds actually received by Seller with respect to such casualty and not expended by Seller prior to Closing for the repair or restoration of the Improvements; and (ii) at Closing, Seller shall assign to Purchaser all rights of Seller in and to any insurance proceeds payable thereafter by reason of such casualty.

14. Assignment. This Agreement may not be assigned by Purchaser, in whole or in part, without the prior written consent of Seller.

15. Parties. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Purchaser and Seller and their respective legal representatives, successors and assigns.

16. Brokerage Commission; Disclosure. All negotiations relative to this Agreement and the purchase and sale of the Property as contemplated by and provided for in this Agreement have been conducted by and between Seller and Purchaser without the intervention of any person or other party as agent or broker.

17. Modification. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding between Seller and Purchaser with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of Seller and Purchaser.

18. Applicable Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

19. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

20. Time. Time is and shall be of the essence of this Agreement.

21. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

22. Exhibits. Each and every Exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each Exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

23. Notices. All notices, requests, demands, tenders and other communications hereunder shall be in writing. Any such notice, request, demand, tender or other communications shall be deemed to have been duly given if personally delivered or on the third business day after being deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth below its execution hereof. Any party, by written notice to the others in the manner herein provided, may designate an address different from that set forth herein.

Seller: City of Atlanta, Georgia

Office of Enterprise Assets Management
68 Mitchell Street
Suite 1225
Atlanta, GA 30303

With a copy to:
City of Atlanta
City Attorney
68 Mitchell Street
Suite 4100
Atlanta, GA 30303

Purchaser: City of Sandy Springs, Georgia
7840 Roswell Road
Sandy Springs, GA 30350
Attn: John McDonough

With a copy to:
Wendell K. Willard and Cecil G. McLendon, Jr.
City of Sandy Springs, Georgia
7840 Roswell Road
Sandy Springs, Georgia 30350

Escrow Agent Andy Meyer
Meyer Closings, LLC
One Premier Plaza
5605 Glenridge Drive
Suite 800

Atlanta, Georgia 30342

24. Survival. Except as otherwise specified in this Agreement, all conditions or stipulations shall merge with the closing herein.

25. Miscellaneous. If the final date for any period provided for herein for the performance of any obligation or for the taking of any action falls on Saturday, Sunday, or banking holiday, then the time of the period shall be deemed extended to the next day which is not a Saturday, Sunday, or banking holiday.

26. Special Stipulations. The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph of this Agreement, (including any changes made thereto by the parties), shall control:

(a) Seller acknowledges that Purchaser's obligation to purchase shall be conditioned upon the receipt of Phase One and, if required, Phase Two Environmental assessment of the Property acceptable to the Purchaser in Purchaser's sole discretion. In the event that the required assessments are not completed prior to the Closing Date, Purchaser may at its option extend the Closing Date and additional sixty (60) days so long as Purchaser is diligently pursing completion of such assessment. Should Purchaser determine that the environmental condition of the Property is unacceptable based upon the assessments, Purchaser may terminate the Purchase and Sale Agreement and be refunded the entirety of the Earnest Money deposit, less $25, provided Purchaser informs Seller of its intent to terminate the agreement in writing. The parties agree that upon execution of this Agreement, the Purchaser may enter upon the Property for the purposes of conducting the required environmental assessments.

(b) Except as set forth in Special Stipulations (a) and (b) above, Seller shall allow Purchaser sixty (60) days from the execution of this Agreement to inspect the Property and conduct its due diligence. Should Purchaser in its sole discretion deem the property unfit for its use prior to the expiration of the sixty (60) day inspection period, Purchaser may terminate this Agreement and be refunded the entirety of the Earnest Money deposit including any interest earned, less $25, provided Purchaser informs Seller of its intent to terminate the Agreement in writing.

(c) Seller acknowledges that the Purchaser's obligations shall be conditioned upon the City Council of Sandy Springs, Georgia's approval of this Agreement.

(a) Sellers shall provide Purchaser all information in their possession regarding the Property including any surveys, environmental reports or studies, Leases, or other documents regarding the Property within five (5) business days of the execution of this Agreement.

27. Time for Acceptance. This Agreement shall be regarded as an offer made by the Purchaser on _____ to the Seller and is open for acceptance by the Seller on or before 5:00 p.m. Eastern Daylight Savings Time on _____ The only manner of acceptance binding upon the Purchaser shall be the execution of this Agreement by the Seller and receipt by the Purchaser of one executed copy on or before 5:00 p.m. on _____.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed and sealed by their duly authorized representatives, all as of the day and year first above written.

SELLER:

THE CITY OF ATLANTA,
a Georgia municipal corporation

ATTEST:

_____
Municipal Clerk (Seal)

_____
KASIM REED, MAYOR

RECOMMENDED:

_____
Chief Operating Officer

APPROVED AS TO FORM:

_____
Senior Assistant City Attorney

APPROVED:

_____
Chief Procurement Officer

PURCHASER:

THE CITY OF SANDY SPRINGS, GEORGIA
a Municipal Corporation of the State of Georgia

_____
EVA GALAMBOS, MAYOR

ATTEST:

_____
Michael Casey, City Clerk

(Seal)

APPROVED AS TO FORM:

_____
Wendell Willard, City Attorney

EXHIBIT "B"
LEGAL DESCRIPTION

EXHIBIT "C"
QUIT CLAIM DEED

RCS# 180
3/17/14
4:19 PM

Atlanta City Council

CONSENT I

CONSENT AGENDA SECTION I: EXCEPT
14-0-1114;1135; 1136
ADOPT

YEAS:	11
NAYS:	0
ABSTENTIONS:	0
NOT VOTING:	4
EXCUSED:	0
ABSENT	1

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

RCS# 181
3/17/14
4:21 PM

Atlanta City Council

CONSENT I

14-0-1114;1135; 1136
ADOPT

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

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

+

		03-17-14
ITEMS ADOPTED ON CONSENT	**ITEMS ADVERSED ON CONSENT**	**ITEMS ADVERSED ON CONSENT**
1. 14-O-1119	34. 14-R-3298	
2. 14-O-1120	35. 14-R-3299	
3. 14-O-1140	36. 14-R-3300	
4. 14-O-1141	37. 14-R-3301	
5. 14-O-1142	38. 14-R-3302	
6. 14-O-1143	39. 14-R-3303	
7. 14-O-1144	40. 14-R-3304	
8. 14-O-1145	41. 14-R-3305	
9. 14-O-1146	42. 14-R-3306	
10. 14-O-1147	43. 14-R-3307	
11. 14-O-1121	44. 14-R-3308	
12. 14-O-1122	45. 14-R-3309	
13. 14-O-1123	46. 14-R-3310	
14. 14-O-1124	47. 14-R-3311	
15. 14-O-1131	48. 14-R-3312	
16. 14-R-3314	49. 14-R-3313	
17. 14-R-3315		
18. 14-R-3316		
19. 14-R-3317		
20. 14-R-3289		
21. 14-R-3290		
22. 14-R-3291		
23. 14-R-3285		
24. 14-R-3286		
25. 14-R-3287		
26. 14-R-3288		
27. 14-R-3318		
28. 14-R-3292		
29. 14-R-3293		
30. 14-R-3294		
31. 14-R-3295		
32. 14-R-3296		
33. 14-R-3297		