

14-2-3314

(Do Not Write Above This Line)

A RESOLUTION BY

PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH ASI PROPERTIES, INC. ON BEHALF OF THE ATLANTA POLICE DEPARTMENT, FOR THE RENTAL OF 5,026 SQUARE FEET OF OFFICE SPACE LOCATED AT 3120 MAPLE DRIVE, ATLANTA, GEORGIA, FOR THE DEPARTMENT OF POLICE ZONE TWO PRECINCT, TO BE CHARGED TO AND PAID FROM 1001 (GENERAL FUND), 240406 (APD POLICE PRECINCT ZONE 2), 5223102 (OPERATING/LEASE RENTAL LAND), 3223000 (PATROL); AND FOR OTHER PURPOSES.

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

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

Committee _____
 Date _____
 Chair _____
 Referred To _____

First Reading

Committee Public Safety & LA
 Date March 11, 2014
 Chair [Signature]

Action Fav, Adv, Hold (see rev. side)
 Other _____

Members [Signatures]

Refer To _____

Committee _____

Date _____

Action Fav, Adv, Hold (see rev. side)
 Other _____

Members _____

Refer To _____

Committee _____

Date _____

Chair _____

Action Fav, Adv, Hold (see rev. side)
 Other _____

ADOPTED BY
 Members _____

MAR 17 2014

COUNCIL

Refer To _____

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

CERTIFIED
 MAR 17 2014
 ATLANTA CITY COUNCIL PRESIDENT
[Signature]

CERTIFIED
 MAR 17 2014
[Signature]
 MUNICIPAL CLERK

MAYOR'S ACTION
APPROVED

MAR 26 2014

WITHOUT SIGNATURE
 BY OPERATION OF LAW

A RESOLUTION BY

14-R-3314

PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH ASI PROPERTIES, INC. ON BEHALF OF THE ATLANTA POLICE DEPARTMENT, FOR THE RENTAL OF 5,026 SQUARE FEET OF OFFICE SPACE LOCATED AT 3120 MAPLE DRIVE, ATLANTA, GEORGIA, FOR THE DEPARTMENT OF POLICE ZONE TWO PRECINCT, TO BE CHARGED TO AND PAID FROM 1001 (GENERAL FUND), 240406 (APD POLICE PRECINCT ZONE 2), 5223102 (OPERATING/LEASE RENTAL LAND), 3223000 (PATROL); AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Police Department (“Department”) currently occupies 5,026 square feet of office space at 3120 Maple Drive as the Zone Two Police Precinct, pursuant to a lease agreement between ASI Properties, Inc., and the City of Atlanta that was approved by Council by 09-R-1871; and

WHEREAS, the current lease agreement for the 5,026 square feet of office space at 3120 Maple Drive terminated on 31 January 2014; and

WHEREAS, the Department of Police continues to occupy 3120 Maple Drive and wishes to continue to using this location the Police Zone Two Precinct; and

WHEREAS, the Department wishes to enter into a lease agreement for the 5,026 square feet of office space located at 3120 Maple Drive with ASI Properties Inc., for the Department of Police Zone Two Precinct, for a five (5) year term from 1 February 2014 until 31 January 2019, at an annual rental rate of one hundred five thousand, five hundred forty-six dollars (\$105,546) from 1 February 2014 to 31 January 2015, and one hundred seven thousand, six hundred fifty-six dollars and ninety-two cents (\$107,656.92) from 1 February 2015 to 31 January 2016, and one hundred nine thousand, eight hundred eighteen dollars and ten cents (\$109,818.10) from 1 February 2016 to 31 January 2017, and one hundred twelve thousand, twenty-nine dollars and fifty-four cents (\$112,029.54) from 1 February 2017 to 31 January 2018, and one hundred fourteen thousand, two hundred ninety-one dollars and twenty-four cents (\$114,291.24) from 1 February 2018 to 31 January 2019, for a total amount over the five year term of five hundred forty-nine thousand, three hundred forty-one dollars and eighty cents (\$549,341.80).

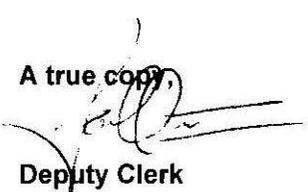
NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor, or his designee, is hereby authorized to enter into a lease agreement with ASI Properties, Inc. on behalf of the Atlanta Police Department, for the lease of 5,026 square feet of office space located at 3120 Maple Drive, Atlanta, Georgia, for the Department of Police Zone Two Precinct, for a five (5) year term from 1 February 2014 until 31 January 2019, at an annual rental rate of one hundred five thousand, five hundred forty-six dollars (\$105,546) from 1 February 2014 to 31 January 2015, and one hundred seven thousand, six hundred fifty-six dollars and ninety-two cents (\$107,656.92) from 1

February 2015 to 31 January 2016, and one hundred nine thousand, eight hundred eighteen dollars and ten cents (\$109,818.10) from 1 February 2016 to 31 January 2017, and one hundred twelve thousand, twenty-nine dollars and fifty-four cents (\$112,029.54) from 1 February 2017 to 31 January 2018, and one hundred fourteen thousand, two hundred ninety-one dollars and twenty-four cents (\$114,291.24) from 1 February 2018 to 31 January 2019, for a total amount over the five year term of five hundred forty-nine thousand, three hundred forty-one dollars and eighty cents (\$549,341.80) to be charged to and paid from 1001(General fund).240406(APD Police Precinct Zone 2).5223102(Operating/Lease Rental Land).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.

A true copy,


Deputy Clerk

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

MAR 17, 2014
MAR 26, 2014

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (the "Amendment"), is made this ___ day of _____, 2014, by and between **ASI PROPERTIES, INC.**, a Georgia corporation (hereinafter referred to as "Landlord") and **THE CITY OF ATLANTA, d.b.a THE ATLANTA POLICE DEPARTMENT**, a Georgia municipal corporation (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement in January 2003 (the "Lease") for the Demised Premises (as defined in the Lease), which contain approximately 5,026 square feet and are located at 3120 Maple Drive, Atlanta, Georgia 30305; and

WHEREAS, Landlord and Tenant desire to enter into this Agreement for the purpose of evidencing their mutual understanding and agreement regarding the extension of the Lease and certain other matters relating thereto as set forth hereinbelow.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Defined Terms. All capitalized terms used herein shall have the same meaning ascribed to them in the Lease.

2. Additional Renewal Term. Provided that Tenant is open for business and operating for the use set forth in Section 12 of the Lease, and is not in default under any of the terms, provisions, covenants or conditions of the Lease beyond any applicable notice and cure period(s), then, and only in such event, the Lease shall automatically be renewed for one (1) additional period of Sixty (60) months (the "Additional Renewal Term"). The Additional Renewal Term shall be upon the terms, covenants and conditions as set forth in the Lease, as amended herein, shall commence on February 1, 2014, and shall terminate on January 31, 2019. In the event the Lease is renewed as set forth herein, the Base Rental Rate for the Additional Renewal Term shall be as set forth in Section 3 below.

3. Base Rental Rate. The Base Rental Rate for the Additional Renewal Term shall be as follows:

<u>Period</u>	<u>Annual</u>	<u>Monthly</u>
02/01/14 – 01/31/15	\$105,546.00 (\$21.00/SF)	\$8,795.50
02/01/15 – 01/31/16	\$107,656.92 (\$21.42/SF)	\$8,971.41
02/01/16 – 01/31/17	\$109,818.10 (\$21.85/SF)	\$9,151.51
02/01/17 – 01/31/18	\$112,029.54 (\$22.29/SF)	\$9,335.80
02/01/18 – 01/31/19	\$114,291.24 (\$22.74/SF)	\$9,524.27

4. Termination of Lease. At any time on or after February 1, 2015, either Landlord or Tenant shall have the right to terminate the Lease without default by providing written notice of its intent to terminate the Lease and the effective date of such termination to the other no less than nine (9) months prior to the effective termination date, so the earliest possible effective termination date shall be November 1, 2016. If the Lease is terminated under the provisions of this Section 4, Rent shall be apportioned and adjusted as of the termination date.

5. Tenant Improvement Allowance. The Landlord will contribute a Tenant Improvement Allowance of Seven Dollars and Fifty Cents (\$7.50) per square foot to be used for painting, HVAC delivery and duct cleaning, patching of walls. Use of the allowance for improvements other than the ones listed above must be requested in writing and any approval will be in writing and at the Landlord's sole discretion. All such improvements shall be made by a contractor(s) or vendor(s) approved by the Landlord.

6. Binding Effect. This Amendment shall be governed by and construed in accordance with the laws of the State of Georgia, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Time is of the essence of all of the terms of this Amendment.

7. Continued Validity. Except as hereinabove provided, all other terms and conditions of the Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed by Landlord and Tenant. Should the terms and conditions of this Amendment conflict with the original Lease, then this Amendment shall govern, notwithstanding the terms and conditions of the original Lease.

8. Modifications. This Amendment may not be changed, modified, discharged or terminated orally in any manner other than by an agreement in writing signed by Landlord and Tenant or their respective successors and permitted assigns.

9. Operating Expenses. Landlord shall be responsible for all operating expenses within the Premises including common area maintenance, utilities (electricity, gas and water), real estate taxes, insurance and janitorial service.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed under seal as of the date and year first above written

LANDLORD:

ASI Properties, Inc.

By: _____
James C. Edenfield, President

[CORPORATE SEAL]

TENANT:

City of Atlanta, Georgia

ATTEST:

APPROVED:

Municipal Clerk

Mayor

[CORPORATE SEAL]

RECOMMENDED:

APPROVED:

Chief of Police

Chief Purchasing Officer, Department of Procurement

APPROVED:

APPROVED AS TO FORM:

Chief Financial Officer

Senior Assistant City Attorney

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

CONSENT I

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

CONSENT I

+

		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		