

A RESOLUTION BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE 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.

Workflow List:

George Turner	Completed	02/20/2014 11:43 AM
Finance	Completed	02/20/2014 11:45 AM
Amber Robinson	Completed	02/20/2014 1:04 PM
Procurement	Completed	02/20/2014 1:13 PM
Adam Smith	Completed	02/20/2014 1:57 PM
Mayor's Office	Completed	03/04/2014 10:26 AM
Office of Research and Policy Analysis	Completed	03/05/2014 11:26 AM
Public Safety & Legal Administration Committee	Pending	
Atlanta City Council	Pending	
Mayor's Office	Pending	

Certified by Presiding Officer	Certified by Clerk
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

A RESOLUTION BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE 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.

AND FINALLY BE IT 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.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Investigator Kurt Braunsroth

Contact Number: 404-546-4266

Originating Department: Police

Committee(s) of Purview: Public Safety and Legal Administration

Chief of Staff Deadline: FEBRUARY 7, 2014

Anticipated Committee Meeting Date(s): 25-26 February 2014

Anticipated Full Council Date: 3 March 2014

Legislative Counsel's Signature: [Signature]

Commissioner's Signature: [Signature]

Chief Financial Officer: [Signature]

Chief Information Officer Signature (for IT Procurements): [Signature]

Chief Procurement Officer Signature: Adam J. Sample

UParker 2/14/2014 DE

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FINANCIAL IMPACT: (if any)

Mayor's Staff Only

Received by CPO: _____ (date)

Received by LC from CPO: _____ (date)

Received by Mayor's Office: 2/14/14 (date)

Reviewed by: [Signature] (date)

Submitted to Council: _____ (date)

Attachment: transmittal for zone 2 2014 (14-R-3314 : Zone 2 police precinct lease agreement)

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