

A RESOLUTION BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE AUTHORIZING THE MAYOR TO ENTER INTO A THIRD AMENDMENT TO THE LEASE/MANAGEMENT RENEWAL AGREEMENT WITH AMERICAN GOLF CORPORATION REMOVING A PORTION OF THE BOBBY JONES GOLF COURSE FROM THE LEASED PREMISES FOR CONSTRUCTION OF A TRAIL BY THE GEORGIA DEPARTMENT OF TRANSPORTATION; AND FOR OTHER PURPOSES.

Workflow List:

Amy Phuong	Completed	06/26/2014 12:27 PM
Mariangela Corales	Completed	06/26/2014 1:02 PM
Mayor's Office	Completed	06/26/2014 1:32 PM
Office of Research and Policy Analysis	Completed	06/26/2014 2:31 PM
Community Development & Human Resources Committee	Pending	
Atlanta City Council	Pending	
Mayor's Office	Pending	

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

LEGISLATION HISTORY – BLUE BACK

A RESOLUTION BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE AUTHORIZING THE MAYOR TO ENTER INTO A THIRD AMENDMENT TO THE LEASE/MANAGEMENT RENEWAL AGREEMENT WITH AMERICAN GOLF CORPORATION REMOVING A PORTION OF THE BOBBY JONES GOLF COURSE FROM THE LEASED PREMISES FOR CONSTRUCTION OF A TRAIL BY THE GEORGIA DEPARTMENT OF TRANSPORTATION; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (“City”) owns various 18 Hole Golf Courses through the City, to wit: Bobby Jones in Atlanta Memorial Park, Browns Mill in Browns Mill Park, North Fulton in Chastain Park, Alfred “Tup” Holmes in Adams Park, (the “18 Hole Courses”) and the 9 Hole Golf Course at Candler Park; and

WHEREAS, in 1986 the City entered into a contractual agreement for FC-2565-85, Operation and Management of the City’s Golf Courses (the “Agreement”) with American Golf Corporation (“AGC”) pursuant to Ordinance 86-O-0145; and

WHEREAS, the Atlanta City Council adopted Ordinance 06-O-0705 on May 1, 2006, and the Mayor approved the same on May 8, 2006 which authorized the City to enter into a Renewal Agreement with AGC for the Operation and Management of the City’s 18 Hole Courses and the 9 Hole Candler Park Course; and

WHEREAS, the term of the Agreement is for a period of twenty (20) years with one (1), ten (10) year renewal option; and

WHEREAS, City and AGC are in agreement that a certain area of Bobby Jones Golf Course (the “Bobby Jones”) is required to be deleted from the Leased Premises (as defined in Section 1.1 of the Agreement) of Bobby Jones in order to accommodate the construction of a public project undertaken jointly by the City and the Georgia Department of Transportation (“GDOT”), consisting of a multi-use trail along that section of Northside Drive between Woodward Way, NW and the entrance to the Bitsy Grant Tennis Center that borders the western portion of Bobby Jones (the “Trail”); and

WHEREAS, the Commissioner of the Department of Parks and Recreation (“DPR”) has determined that it is in the best interest of the City to enter into a Third Amendment to the Agreement with the terms and conditions described in Exhibit A attached.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, on behalf of the City, is hereby authorized to enter into a Third Amendment (the “Third Amendment”) to the Agreement with AGC with the terms and conditions described in Exhibit A attached.

BE IT FURTHER RESOLVED, that the City Attorney is hereby directed to prepare the Amendment for execution by the Mayor.

BE IT FURTHER RESOLVED, that all terms of the Agreement not modified by the Amendment shall remain unchanged.

AND FINALLY BE IT RESOLVED, that the Third Amendment will not become binding upon the City, and the City will incur no liability under it until it has been approved by the City Attorney, or her designee, as to form, executed by the Mayor, attested to by the Municipal Clerk and delivered to AGC.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Trina Horton

Contact Number: 404-546-6795

Originating Department: Department of Parks and Recreation

Committee(s) of Purview: CD/HR COMMITTEE

Chief of Staff Deadline: June 30, 2014

Anticipated Committee Meeting Date(s): July 15, 2014

Anticipated Full Council Date: July 21, 2014

Legislative Counsel's Signature: [Signature]

Commissioner's Signature: [Signature]

Chief Financial Officer: N/A

Chief Information Officer Signature (for IT Procurements): N/A

Chief Procurement Officer Signature: N/A

CAPTION

**A RESOLUTION BY
COMMUNITY DEVELOPMENT HUMAN RESOURCES COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO A THIRD AMENDMENT TO THE LEASE/MANAGEMENT RENEWAL AGREEMENT WITH AMERICAN GOLF CORPORATION REMOVING A PORTION OF THE BOBBY JONES GOLF COURSE FROM THE LEASED PREMISES FOR CONSTRUCTION OF A TRAIL BY THE GEORGIA DEPARTMENT OF TRANSPORTATION; 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: Jamice Davis 6/15/14
(date)

Reviewed by: [Signature]
(date)

Submitted to Council: _____ (date)

Attachment: American Golf Attachments 62614 (14-R-3897 : American Golf Corp/Bobby Jones Golf Course Trail Construction)

EXHIBIT A

STATE OF GEORGIA
 COUNTY OF FULTON

**THIRD AMENDMENT TO
 LEASE/MANAGEMENT RENEWAL AGREEMENT**

THIS THIRD AMENDMENT TO LEASE/MANAGEMENT RENEWAL AGREEMENT (this "**Third Amendment**") is made this ____ day of _____, 2014 (the "**Effective Date**") by and between the City of Atlanta, a municipal corporation of the State of Georgia, hereinafter referred to as the "City" and American Golf Corporation, hereinafter referred to as "Contractor".

RECITALS

A. Whereas, City and Contractor entered into that certain Lease/Management Renewal Agreement dated as of May 1, 2006 for the management and operation of Bobby Jones Golf Course, Browns Mill Golf Course, North Fulton Golf Course, Alfred "Tup" Homes Golf Course, and Candler Park Golf Course (the "**Agreement**").

B. Whereas, City and Contractor are in agreement that a certain area of Bobby Jones Golf Course (the "**Bobby Jones**") is required to be deleted from the Leased Premises (as defined in Section 1.1 of the Agreement) of Bobby Jones in order to accommodate the construction of a public project undertaken jointly by the City and the Georgia Department of Transportation ("**GDOT**"), consisting of a multi-use trail along that section of Woodward Way NW that borders the northeasterly portion of Bobby Jones (the "**Trail**").

C. Whereas, City and Contractor desire to amend the Agreement for purposes of the matters set forth in Recital B.

D. Now, therefore, in consideration of the mutual, covenants and conditions, and promises contained herein, the parties hereto agree to amend the Agreement as follows:

1. **Amendment to the Boundaries for the Bobby Jones Premises**

1.01 At the request of the City, certain portions of Bobby Jones, described as "**Excluded Premises**" and depicted in Exhibit A attached hereto and incorporated by reference herein, has been released by Contractor as the Leased Premises for Bobby Jones as of _____, 2014 (the "**Effective Exclusion Date**") to accommodate the construction of the Trail.

1.02 The parties agree that the geographical boundaries and description of the Leased Premises for Bobby Jones are hereby amended to delete the Excluded Premises. As of the Effective Exclusion Date, Contractor shall be relieved from all obligations with respect to the Excluded Area, including, without limitation, responsibility to perform or manage any services, maintenance, alterations, improvements or repairs with respect to the Excluded Premises, and Contractor's obligations set forth in Section 20 of the Agreement.

1.03 The Annual Minimum Rent shall be abated in equal monthly installments between the completion of the Trail construction and remainder of the Agreement Term in April 2016, to account for any loss of revenue to the Contractor incurred due to Trail construction. Loss of revenue shall be computed using the formula described in Exhibit B attached hereto.

1.04 As part of the project, City or its designee hereby agrees to install, at its sole cost and expense, the Trail and the netting system installed to minimize potential errant golf balls from Bobby Jones onto the Trail (the "Netting"). Once the netting has been installed, Contractor agrees to maintain the Netting.

1.05 Notwithstanding Section 1.04, neither Contractor nor any of its owners, partners, agents, officers, directors or employees shall be liable for any injury, loss or damage to persons or property, sustained by any licensee, invitee, guest, occupant or user of the Trail.

2. **Agreement in Full Force.** Except as amended herein, all other terms, covenants and conditions of the Agreement shall remain in full force and effect. The term "Agreement" where used in the Agreement shall hereinafter refer to the Agreement, as amended by this First Amendment. In addition, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

3. **Counterparts.** This Third Amendment may be executed simultaneously in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

[Signatures appear on next page]

City and Contractor have executed this Third Amendment as of the Effective Date.

CONTRACTOR:

AMERICAN GOLF CORPORATION,
a California corporation

ATTEST:
Sworn to and subscribed
Before me this ____ day
of _____, 2014.

By: _____

Notary Public

Name: _____

Position: _____

ATTEST:

CITY OF ATLANTA:

Municipal Clerk (Seal)

Mayor

RECOMMENDED:

Commissioner,
Department of Parks and Recreation

APPROVED AS TO FORM:

APPROVED:

Sr. Assistant City Attorney

Chief Procurement Officer