03- ℓ -0618

A RESOLUTION BY

PUBLIC SAFETY/LEGAL ADMINISTRATION COMMITTEE

AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE LEASE RENEWAL AGREEMENT WITH WILGREEN DEVELOPMENT CORPORATION FOR 180 MEMORIAL DRIVE ON BEHALF OF THE SOLICITOR GENERAL, CITY COURT OF ATLANTA. ALL CONTRACTED WORK UNDER THIS AGREEMENT SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER 1B05 525001 S22001.

WHEREAS, Wilgreen Development Corporation has suitable space to lease that is within a reasonable distance from the other operations of City Court of Atlanta ("**City Court**"), located at 180 Memorial Drive in downtown Atlanta; and

WHEREAS, the previous lease for this space was entered into December 20, 1996, for one year ending December 31, 1997, and contained four one-year options to renew. The lease expired December 31, 2001, and it has been continued on a month-to-month basis; and

WHEREAS, the Chief Procurement Officer and the Solicitor General of the City Court have recommended that the lease for 180 Memorial Drive be entered into.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Chief Procurement Officer be and is hereby authorized to enter into an appropriate lease agreement with Wilgreen Development Corporation for the Solicitor General of the City Court.

BE IT FURTHER RESOLVED, that the Chief Procurement Officer be and is hereby directed to prepare an appropriate lease for execution by the Chief Procurement Officer, to be approved by the City Attorney as to form.

BE IT FURTHER RESOLVED, that this lease shall not become binding on the City, and the City shall incur no liability upon same until such agreement has been executed by the Chief Procurement Officer and delivered to the contracting parties.

BE IT FURTHER RESOLVED, that all revenue generated under this contract shall be charged to and paid from Fund, Account and Center Number 1B05 525001 S22001.

(DOP-CLH/clh-3/26/03)

D-2

STATE OF GEORGIA
COUNTY OF FULTON

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 20 day of December, 1996, between WILGREEN DEVELOPMENT CORPORATION, hereinafter referred to as "Lessor" and THE CITY OF ATLANTA, hereinafter referred to as "City" or "Tenant".

W I T N E S S E T H:

WHEREAS, the Traffic Court Solicitor's Office is currently located at 260 Central Avenue, S.W.; and

WHEREAS, the existing facility lacks adequate space for the Solicitors to carry out their prosecutorial functions; and

WHEREAS, the 1996 Georgia General Assembly mandated a significantly increased staffing level for the Traffic Court Solicitor; and

WHEREAS, Wilgreen Development Corporation has suitable space to lease that is within a reasonable distance from the other operations of Traffic Court, located at 180 Memorial Drive in downtown Atlanta; and

WHEREAS, the City of Atlanta is authorized to enter into this agreement by Ordinance 96-O-1685 adopted by the City Council on November 18, 1996, and approved by the Mayor on November 25, 1996, attached hereto as Exhibit "A".

NOW THEREFORE, IN CONSIDERATION OF THE SUM OF TEN ($10.00) DOLLARS, THE RESPECTIVE PROMISES AND COVENANTS HEREINAFTER SET FORTH, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, WILGREEN DEVELOPMENT CORPORATION AND THE CITY OF ATLANTA DO HEREBY COVENANT AND AGREE AS FOLLOWS:

Paragraph One

The City of Atlanta does hereby lease property from Wilgreen Development Corporation at 180 Memorial Drive, SW, Atlanta, Georgia, consisting of 9,400 square feet of office space.

Paragraph Two

The premises is leased for a term of one (1) year to commence on January 1, 1997 and end on December 31, 1997. Provided neither party is in default under the terms and conditions of this Lease, Tenant shall have the option of renewing this Lease for four (4) additional terms of one (1) year each. Tenant must give the Lessor written notice of its election to exercise such renewal options via certified U.S. Mail, return receipt requested, not less than thirty (30) days prior to the expiration of the original term or any option term, as the case may be. In the event the Tenant may fail to renew, but remains in possession and occupancy of the premises, there shall be established a month-to-month tenancy at the monthly rental amount stated herein in Paragraph Four.

Paragraph Three

The premises shall be used office space for the Office of the Solicitor General of the City Court of Atlanta and related operations. Lessor represents that the premises may lawfully be used for this purpose.

Paragraph Four

The monthly rental amount for the premises during year one of this lease is $7,000.00 to be paid on or before the fifth day of each month. Rent shall increase by four percent (4%) at the first renewal term and shall increase by four percent each renewal term thereafter.

Paragraph Five

Premises shall not be used for any illegal purposes; nor in a manner to create any nuisance or trespass; nor in any way which could violate any law, ordinance or restrictive covenant affecting the premises.

Paragraph Six

Lessor or its duly authorized representatives may enter upon the said premises at any and all reasonable times during the term of this Agreement for the purpose of determining whether or not Tenant is complying with the terms and conditions hereof or for any other purpose incidental to the rights of Lessor. Notwithstanding the foregoing, Lessor shall not have the right to access to attorney-client or other legally privileged material that may be maintained by Tenant in said office space.

Paragraph Seven

Either party to this lease may terminate said lease at the end of any term or renewal upon the giving of one month's written notice of its intention to terminate to the other party, in the manner specified in paragraph seventeen.

Paragraph Eight

Tenant shall have the obligation to maintain and to keep in good order the entire interior of the premises and to maintain the exterior doors and any plate glass. Tenant shall maintain the cleanliness and good order of the parking lot. Tenant shall also be required to maintain the HVAC, electrical and plumbing fixtures and systems located on the interior of the premises, provided that those systems are in good repair at the commencement of this lease. Any costs to bring the foregoing systems up to a well-functioning standard at the commencement of this lease shall be borne by Lessor unless such costs are caused by the renovations performed by Lessee. Tenant shall be responsible for all interior renovations and improvements not currently present on the property.

Paragraph Nine

Tenant agrees to return the premises in the same condition in which it entered said premises, except for the improvements made by Tenant as referred to in paragraph 8, and for usual wear and tear.

Paragraph Ten

Lessor shall be responsible for all structural maintenance and repairs including the foundation, exterior walls, and the roof, exclusive of painting, covering and finish

materials. Lessor shall also pay all property tax assessments as they come due. Tenant shall pay all utility charges, including but not limited to water, gas, electricity, fuel, sewer and other such charges.

Paragraph Eleven

Lessor agrees to maintain fire and hazard insurance on the premises as it may deem appropriate. Lessor shall not be obligated to carry insurance on any equipment, fixtures or personal property of Tenant, and Lessor shall have no liability to Tenant for any loss, or damage to any equipment, fixtures or personal property of Tenant in the premises. Landlord acknowledges that Tenant is a self-insured municipality with governmental immunity from tort liability.

Paragraph Twelve

Tenant agrees not to abandon or vacate leased premises during the period of this lease and agrees to use said premises for the purpose herein leased until the expiration or termination hereof.

Paragraph Thirteen

If the premises are totally destroyed by storm, fire, lightning, earthquake, Act of God, other casualty, this lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Lessor and Tenant as of the date of such destruction. If the premises are damaged but not wholly destroyed by any of such casualties, then, at the option of Tenant, this lease may be terminated.

Paragraph Fourteen

Tenant may not sublease said premises or assign this lease without the prior written approval of the Lessor.

Paragraph Fifteen

This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Lessor. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by the written consent of Lessor.

Paragraph Sixteen

Lessor's liability under this lease to Tenant shall be limited to Lessor's interest in the demised premises.

Paragraph Seventeen

All notices required pursuant to the terms of this Agreement shall be sent by United States Postal Services, certified mail, return receipt requested to the principal place of business of each of the parties hereto, as specified below:

If to the Wilgreen Development Corporation:

Larry E. Wilkensky
Wilgreen Development Corp.
1801 Peachtree Road, N.E.
Suite 340
Atlanta, Georgia 30309
Telephone: 404.351.8803
Facsimile: 404.351.3771

If to the City of Atlanta:

Commissioner of Administrative Services
68 Mitchell Street, SW
Suite 3250 City Hall Tower
Atlanta, Georgia 30335-0303
Telephone: 404.330.6351
Facsimile: 404.658.7180

City Attorney
68 Mitchell Street, S.W.
Suite 4100 City Hall Tower
Atlanta, Georgia 30335-0332
Telephone: 404.330.6400
Facsimile: 404.658.6894

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the year and day first above written.

WILGREEN DEVELOPMENT CORPORATION

Secretary (Seal)

President/Vice President

CITY OF ATLANTA, GEORGIA

Municipal Clerk (Seal)

Bill Campbell, Mayor

Commissioner, Department of Administrative Services

Chief Operating Officer

Director, Bureau of Purchasing & Real Estate

Solicitor General City Court of Atlanta

Approved as to Form:

Senior Assistant City Attorney

RAR.law.December 18, 1996

Approved:

Acting Chief Financial Officer

OFFICE OF SOLICITOR GENERAL
CITY COURT OF ATLANTA

180 MEMORIAL DRIVE, S.W.
ATLANTA, GA. 30335
TELEPHONE: (404) 658-6922
FACSIMILE: (404) 658-6989

Solicitor General
JOSEPH J. DROLET

FACSIMILE COVER SHEET

Number of faxed pages (including cover sheet): 6 + 6

TO: Ronald Roquemore DATE: 01/25/2001

COMPANY:

FAX NO. 404-658-7705 TELEPHONE NO.

FROM: Sandra Thompson

MESSAGE:

Ronald, this is the lease on 180 Memorial Drive. that I discussed with you.

You can reach me at 404-658-6922

SENDING REPORT

Jan. 25 2001 12:55PM

NO.	OTHER FACSIMILE	START TIME	USAGE TIME	MODE	PAGES	RESULT
01	4046587705	Jan. 25 12:52PM	03'35	SND	07	OK

TO TURN OFF REPORT, PRESS MENU #04 SET.
THEN SELECT OFF BY USING JOG-DIAL.

IF YOU HAVE A PROBLEM WITH YOUR FAX MACHINE, CALL 1-800-HELP-FAX (1-800-435-7329).

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE ATTN: GREG PRIDGEON

Chief Procurement Officer: Adam L Smith

Originating Department: Solicitor

Contact Person: Chip Henry x6700
Cynthia Zachery x6057

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

Council Deadline: April 11, 2003

Committee Meeting Dates(s): April 29, 2003

Full Council Date: May 5, 2003

CAPTION

AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE LEASE RENEWAL AGREEMENT WITH WILGREEN DEVELOPMENT CORPORATION FOR 180 MEMORIAL DRIVE ON BEHALF OF THE SOLICITOR GENERAL, CITY COURT OF ATLANTA. THIS LEASE SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER 1B05 525001 S22001.

BACKGROUND

A contract between the City of Atlanta and Wilgreen Development Corporation will continue to provide space for the Office of the Solicitor General, City Court of Atlanta at 180 Memorial Drive, for 9 months, April through December, 2003.

FINANCIAL IMPACT (if any)

The amount of this renewal agreement shall not exceed $78,946.47.

Mayor's Staff Only

Received by Mayor's Office: 4.18.03 (date)

Reviewed by: (initials) (date)

Submitted to Council: ________ (date)

Action by Committee: ____Approved ____Adversed ____Held ____Amended

____Substitute ____Referred ____Other