

ATLANTA
PROCUREMENT

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Perceta Alexander

Contact Number: 404.330.6569

Originating Department: OEAM

Committee(s) of Purview: Finance Executive

Chief of Staff Deadline: 9/26/14

Anticipated Committee Meeting Date(s): 10/15/14 + 10/29/14

Anticipated Full Council Date: 11/3/14

Legislative Counsel's Signature: Rich Rubin, Senior Assistant City Attorney

Commissioner's Signature: Michael J. Smith

Chief Financial Officer: [Signature]

Chief Information Officer Signature (for IT Procurements)

Chief Procurement Officer Signature: Adam J. Smith, CAC

CAPTION

AN ORDINANCE AUTHORIZING THE OFFICE OF ENTERPRISE ASSETS MANAGEMENT TO LEASE TO CW MATTHEWS CONTRACTING COMPANY, INC. SPACE WITHIN THE CITY OF ATLANTA'S WAREHOUSE BUILDING AT 72 MARIETTA STREET DURING THE RECONSTRUCTION OF THE SPRING STREET VIADUCT ALL FUNDS WILL BE DEPOSITED INTO 1001 (GENERAL FUND), 040421 (EXE. 72 MARIETTA), 3810008 (BUILDING RENTAL, GENERAL), 1565001 (GOV-BLDGS\ & PLANTS); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any): Potentially revenue generating.

Mayor's Staff Only

Received by CPO: _____ Received by LC from CPO: _____

(date) (date)
Received by Mayor's Office: 9 26 2014 Reviewed by: _____
(date) (date)

Submitted to Council: _____ (date)

**AN ORDINANCE BY
FINANCE/ EXECUTIVE COMMITTEE**

AN ORDINANCE AUTHORIZING THE OFFICE OF ENTERPRISE ASSETS MANAGEMENT TO LEASE TO CW MATTHEWS CONTRACTING COMPANY, INC. SPACE WITHIN THE CITY OF ATLANTA'S WAREHOUSE BUILDING AT 72 MARIETTA STREET DURING THE RECONSTRUCTION OF THE SPRING STREET VIADUCT ALL FUNDS WILL BE DEPOSITED INTO 1001 (GENERAL FUND), 040421 (EXE. 72 MARIETTA), 3810008 (BUILDING RENTAL, GENERAL), 1565001 (GOV-BLDGS\ & PLANTS); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") has conveyed to the Georgia Department of Transportation ("GDOT") certain property interests needed for the replacement of the Spring Street Viaduct Project ("Project") pursuant to Ordinance 13-O-1407; and

WHEREAS, CW Matthews Contracting Company, Inc. (CWM) is GDOT's contractor for the Project; and

WHEREAS, CWM has requested to lease approximately 594 square feet of space within the City's Warehouse Building ("Building") at 72 Marietta Street along with three parking spaces alongside the Building; and

WHEREAS, the space requested is and would be available throughout the duration of the Project; and

WHEREAS, CWM has agreed to take the space in its as-is condition and to pay rent of \$1,000.00 per month;

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS AS FOLLOWS:

SECTION 1: That the Office of Enterprise Assets Management (OEAM) is authorized to enter into a lease agreement ("Agreement") with CWM in substantially the same form as attached Exhibit "A".

SECTION 2: That OEAM will deposit funds into: 1001 (General Fund), 040421(Exe. 72 Marietta), 3810008 (Building Rental, General), 1565001 (Gov-Bldgs\ & Plants).

SECTION 3: That the Agreement will not become effective until adopted by City Council and approved by the Mayor.

SECTION 4: That the Mayor is authorized to execute a lease with CWM in substantially the same form as attached Exhibit "A".

SECTION 5: That all ordinances or parts of ordinances in conflict with this ordinance are hereby waived to the extent of the conflict.

STATE OF GEORGIA

EXHIBIT A

COUNTY OF FULTON

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 14th day of August, 2014 (the “Effective Date”), by and between the **CITY OF ATLANTA**, a municipal corporation within the State of Georgia, (herein “Lessor” or the “City”) and _____, a corporation duly authorized to do business in the State of Georgia, (herein “Lessee”).

WITNESSETH:

Whereas, the City owns that certain parcel of land in Fulton County having the address of **72 Marietta Street, Atlanta, Georgia 30303** (the “Property”), upon which Property is situated a certain Production Building also owned by the City (the “Building”); and

Whereas, Lessee desires to lease from the City approximately 594 rentable square feet of space on the 2nd floor of the Warehouse Building (the “Leased Premises”); and

Whereas, the Director of Real Estate Portfolio has recommended that the City enter into an appropriate Lease Agreement (“Agreement”) with Lessee for the Leased Premises; and

Whereas, this Agreement is subject to approval by the Atlanta City Council and the Mayor before it becomes effective;

NOW THEREFORE, for and in consideration of the foregoing premises, the mutual promises between the parties herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties mutually agree as follows:

1.

Premises

Lessor, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by Lessee, has leased and rented, and by these presents does lease and rent, unto the said Lessee, and said Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the Leased Premises that appear on Exhibit A, which is attached to and made a part of this Agreement. No easement for air or light or parking is included in the Leased Premises. Lessee shall have the full right to use of the three parking spaces nearest to the building entrance on the Centennial Olympic Park Dr. level of the parking structure.

2.

Lease Term

Subject to the terms and conditions herein, Lessee shall have and hold the Leased Premises for a term of three (3) years (the “Lease Term”) commencing on August 14, 2014 (the “Commencement Date”), unless sooner terminated pursuant to Sections 11, 12 and/or 13 below. Lessee understands that any request to renew this Lease Agreement shall be subject to the approval of the City. It is understood that at the end of the Lease Term, this Agreement shall terminate absolutely and without further obligation on the part of the City, unless renewed. If

Lessor does not renew this Agreement, then Lessor shall be free to rent the Leased Premises to another party for any subsequent period without any further claim or right from Lessee. A walk-through inspection of the Leased Premises shall be made by the Director of Real Estate Portfolio or her/his designee, and a representative of Lessee prior to the expiration of the Lease Term, for the purpose of noting deficiencies in the maintenance of the Leased Premises. Lessee shall correct or repair any and all deficiencies noted during such inspection within a reasonable time period, ordinary wear and tear only excepted.

3.

Possession of Premises

If this Agreement is executed before the Commencement Date, and Lessor cannot deliver possession of the Leased Premises by the Commencement Date, Lessee waives any claim for damages due to such delay and Lessor waives the payment of any Rent (as defined below) until Lessor delivers possession to Lessee.

4.

Rent

Lessee shall pay to Lessor promptly on the first day of each month, in advance during the Lease Term, rent in the amount of one thousand dollars (\$1,000.00) ("Rent"), for a total yearly Rent of twelve thousand and 00/00 dollars (\$12,000.00). In the event the Lease Term shall commence on a day other than the first day of the month, Rent for the first partial month shall be prorated. Lessee will be subject to a late fee of Twenty-Five and 00/100 dollars (\$25.00) if monthly Rent is received after the fifteenth (15th) of that month, or, if the fifteenth (15th) falls a weekend or holiday, by the next business day. Rent shall be due and payable in all events and Lessee hereby agrees to pay Rent and not to exercise any right of termination due to breach or alleged breach by Lessor of any of the terms hereof. Rent payments must be made payable to the City of Atlanta and mailed to the following address:

Executive Director, Office of Revenue
City of Atlanta – Department of Finance
68 Mitchell Street, SW, Suite 1350
Atlanta, Georgia 30303

Upon the Effective Date and prior to the Commencement Date, Lessee shall pay to Lessor a security deposit in the amount of NA dollars (\$NA).

5.

Use of Premises

Lessee shall utilize the Leased Premises as office space during the replacement of the Spring Street Viaduct. Lessee shall not commit waste on the Leased Premises. The Leased Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass. Lessee hereby agrees to comply with any and all municipal, county, state, and federal regulations or requirements applicable or in any way relating to the use and occupancy of the Leased Premises. Lessee shall throughout the Lease Term and any renewal thereof, at its expense, maintain the Leased Premises in sanitary condition, and good order and repair, except those repairs expressly required to be made by Lessor hereunder. Lessee shall remove trash, garbage, rubbish or other refuse on a regular basis from the Leased Premises. Lessee agrees to comply with all rules, regulations or special stipulations for the use of the Leased Premises hereafter adopted by Lessor and made known to Lessee, which shall have the same force and

effect as the covenants of this Lease Agreement. Lessee shall be responsible for making certain that its guests, visitors and patrons observe all such rules and regulations.

Lessee shall not permit or allow the Leased Premises to be damaged or diminished in value by any act or negligence of Lessee or Lessee's officers, agents, employees, patrons, volunteers, invitees, or contractors, in any manner whatsoever.

6.

Repairs By Lessee

Lessee accepts the Leased Premises in their condition as is and as suited for the use intended by Lessee. Lessee has examined and knows the condition of the Leased Premises and has received the same in good order and repair, and no representations as to the condition or repair thereof have been made by Lessor or the agent of Lessor prior to or at the execution of this Lease Agreement that are not herein expressed. During the term of this Lease Agreement, Lessee shall maintain the Leased Premises in good order and repair. Lessee shall be responsible for performing all maintenance and repairs of the Leased Premises, with the exception of those repairs for which Lessor is responsible, as set forth in Section 7 below. Lessee agrees that, upon the termination of this Lease Agreement, it will yield up the Leased Premises to Lessor in as good condition as when the same were entered upon by Lessee, ordinary wear and tear only excepted.

Lessee shall promptly notify Lessor of any condition on the Leased Premises or the Building which Lessee believes to be dangerous to the health or safety of tenants, regardless of whether Lessee intends to repair the condition itself.

7.

Repairs By Lessor

Lessor agrees to keep in good repair the roof, foundations, parking and common areas, the structural soundness of the exterior walls, doors, corridors and exterior windows. In addition, Lessor agrees to maintain all heating systems, air conditioning systems, and other facilities that are necessary and conducive to a comfortable working environment, to the extent not caused by acts of Lessee, its employees, agents, contractors, invitees, licensees or concessionaries. Lessor gives to Lessee exclusive control of the Leased Premises and shall be under no obligation to inspect said Leased Premises. Lessee shall promptly report in writing to Lessor any defective condition known to it which Lessor is required to repair, and failure to report such condition shall make Lessee responsible to Lessor for any liability incurred by Lessor by reason of such condition.

8.

Nonliability of Lessor

Lessor shall not be responsible for damage to or loss of Lessee's property or loss of use of Lessee's property through theft or otherwise. Lessor shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or sewerage, or the bursting, leaking or running of any cistern, tank, water closet or waste pipe, in, above, or about the Building or the Leased Premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trapdoor or otherwise, nor for any damage arising from acts or neglect of co-tenants, or other occupants of the Building, or of any owners or occupants of adjacent or contiguous property.

9.

Utilities

Lessor shall be solely responsible for and shall promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed on the Leased Premises during the Lease Term or any renewal, including any deposits demanded by any utility company. Lessor shall not be liable to Lessee for any cessation of utilities or utility services to the Leased Premises or Building unless caused by the negligence or willful misconduct of Lessor.

10.

City's Right to Access and Inspection of Premises

Lessor may enter the Leased Premises at reasonable hours, alone or along with prospective purchasers or tenants, to make any repairs required of Lessor under the terms of this Lease Agreement, to inspect regularly the Leased Premises and/or the fire safety equipment located therein, to clean regularly the grease trap located in any kitchen, to see that Lessee is complying with all of its obligations hereunder, and for any other use or purpose which Lessor deems proper and reasonable, provided that Lessor provides Lessee with reasonable notice of such inspection in advance. Lessor may enter the Leased Premises at any time in the event of an emergency, upon such notice to Lessee if feasible under the circumstances.

11.

No Assignment or Subletting

No assignment, transfer or sublease is authorized under this Lease Agreement. If Lessee shall assign this Lease Agreement, or sublet, or otherwise dispose of whole or any part of the Leased Premises, this Lease Agreement shall thereupon terminate.

12.

Events of Default and Termination for Cause

I. Lessee's failure to perform. Any one or more of the following events shall constitute default of this Lease Agreement by Lessee ("Events of Default"):

- (A) Lessee fails to pay Rent specified in Section 4 herein at the time and place when and where due, and fails to cure this breach within five (5) days after receiving written notice by Lessor that the rent is due and unpaid;
- (B) Lessee deserts or vacates the Leased Premises;
- (C) Lessee fails to comply with any term, provision, condition, or covenant of this Lease Agreement, other than the payment of Rent, or fails to comply with any of the rules and regulations now or hereafter established for the Leased Premises, and does not cure such failure within five (5) days after receiving written notice by Lessor of such failure to comply;
- (D) Any petition is filed by or against Lessee under any section or chapter of the Bankruptcy laws as amended;
- (E) Lessee makes an assignment for the benefit of creditors; or a receiver is appointed for a substantial part of the assets of Lessee;
- (F) The leasehold interests in the Leased Premises or Lessee's effects are levied on under execution.

If one or more of the Events of Default shall occur, Lessor shall have the option to do either of the following in addition to and not in limitation of any other remedy permitted by law or by this Lease Agreement:

- (1) Terminate this Lease Agreement. In the event of termination, Lessee shall immediately surrender the Leased Premises to Lessor. If Lessee fails to immediately surrender the Leased Premises, Lessor may, without further notice and without prejudice to any other remedy, enter upon the Leased Premises and expel or remove Lessee and its effects, by force if necessary, without being liable to prosecution or any claim by Lessee for damages therefor. Whether through inability to relet the premises, or through decrease in Rent, or otherwise, in the event of such termination, Lessor may, at its option, declare the entire amount of Rent which would become due and payable during the remainder of the term of this Lease Agreement, to be due and payable immediately. In the event that Lessor declares Rent due and payable immediately, Lessee agrees to pay the same at once, together with all rents therefor due, at the office of Lessor, Atlanta, Georgia; provided, however, that such payments shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of Rent for the remainder of said term.
- (2) Relet the Leased Premises. Lessor may enter the Leased Premises as the agent of Lessee, by force if necessary, without being liable to prosecution or any claim by Lessee for damages therefor, and relet the premises as the agent of Lessee, and receive the rent therefor, and Lessee shall pay Lessor any deficiency that may arise by reason of such reletting, on demand at any time and from time to time at the office of Lessor, Atlanta, Georgia.

Upon termination of this Lease Agreement, any improvements made to the Leased Premises or the Property by Lessee shall remain as a part of the Leased Premises or Property and shall become the property of Lessor. All costs and expenses incurred by or on behalf of Lessor (including, without limitation, attorneys' fees and expenses occasioned by any default by Lessee under this Lease Agreement) shall constitute additional rent owed by Lessee to Lessor hereunder. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law.

II. Lessor's failure to perform. Lessee's sole and exclusive remedy in the event that Lessor fails to perform in accordance with the terms and conditions of this Lease shall be to terminate this Lease effective thirty (30) days after Lessor's receipt of Lessee's termination notice.

13.

Termination Without Cause

Notwithstanding any of the provisions of this Lease Agreement, either Lessor or Lessee may terminate this Lease Agreement without cause at any time upon the giving of ninety (90) days written notice to the other party. Upon any such termination, any improvements theretofore made to the Leased Premises or the Building by Lessee shall remain as a part of the Leased Premises or Building and become the property of Lessor. If termination by the Lessor occurs within the first year of this lease, Lessor shall reimburse Lessee fifty percent (50%) of the costs associated with the original improvements made by Lessee.

14.

Removal of Effects Upon Termination

If Lessee shall not remove all of its effects from said premises or property at any termination of this Lease Agreement, Lessor may, at its option, remove all or part of said effects in any manner that Lessor shall choose and store the same without liability to Lessee for loss thereof, and Lessee shall be liable to Lessor for all expenses incurred in such removal and also storage of said effects.

15.

Insurance and Bonding

Lessee agrees to obtain and maintain during the entire term of this Lease Agreement the following types and amounts of Insurance and Bonding stipulated in Exhibit B, which is attached hereto and made a part of this Lease Agreement by reference.

16.

Hold Harmless and Indemnification

(A) Release and Indemnification –Lessee expressly agrees as a condition of this Lease Agreement, to defend, indemnify and hold harmless the City, its officers, agents, officials and employees (collectively the “Indemnified Parties”) from and against any and all claims, debts, demands, liabilities (including reasonable attorneys’ fees), or causes of action of every kind or character, whether in law or in equity, for liability regarding bodily injuries to or deaths of persons or damage to or destruction of property of Lessee, its employees, agents, or to any third person, arising from an act or omission of Lessee, his agents, employees or third persons (including trespassers) while on or about the Leased Premises or any part of the Building during the Lease Term. Lessee also agrees to defend, indemnify and hold harmless the Indemnified Parties for injuries, death, property damage, or liabilities sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance pursuant to this Lease Agreement by Lessee, or its employees, agents, contractors, third persons or subcontractors or performance pursuant to this Lease Agreement. Lessee further agrees that its obligation to indemnify and hold harmless the Indemnified Parties shall not be limited to the limits or terms of the liability insurance, required pursuant to this Lease Agreement. Each party hereto shall give to the other prompt and timely written notice of any claim made or suit instituted coming to its knowledge which is anyway directly or indirectly, contingently or otherwise affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.

(B) Negligence and Waiver –Lessee’s aforesaid release, indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to the fullest extent permitted by law, but in no event shall it apply to liability caused by the willful misconduct or sole negligence of the party released, indemnified or held harmless. Lessee specifically waives any immunity provided against this indemnity by an industrial insurance or workers’ compensation statute. Lessee further agrees that this obligation to indemnify and hold harmless the parties released shall not be limited to the limits or terms of the liability insurance, if any, required under this Lease Agreement.

The obligations described in this Section 16 shall survive any termination or expiration of this Lease Agreement.

17.

Licenses

Lessee shall obtain, at its own expense, all permits and licenses required by all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the performance of the work called for by this Lease Agreement.

18.

Destruction of Leased Premises

If the Leased Premises shall be damaged or destroyed by fire, the elements, unavoidable accidents or other casualty, all insurance proceeds payable by reason thereof shall be applied to the repair, reconstruction and renovation of said Leased Premises, subject to the sole discretion of Lessor. If reconstruction, renovation or repairs cannot be completed within one hundred and eighty (180) days from the date of the fire, or other cause of damage, then either Lessor or Lessee may terminate this Lease Agreement, in which event Rent may be abated from the date of such damage or destruction. However, if the damage or destruction is such that reconstruction, renovation or repairs can be completed within one hundred eighty (180) days, Lessor covenants and agrees that should it determine to make such reconstruction, renovation or repairs, then it will be so accomplished with reasonable promptness and dispatch and will allow Lessee an abatement of Rent for such time as the building is untenable or proportionately for such portion of the Leased Premises as shall be untenable, and Lessee covenants and agrees that the remainder of the terms of this Lease Agreement shall not be otherwise affected.

19.

Condemnation

If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein set forth, is condemned by any legally constituted authority for any public use or purpose, or is sold by Lessor in lieu or under threat of condemnation, then in either of said events this Lease Agreement shall cease from the time when possession thereof is taken by public authority, and Rent shall be accounted for as between Lessor and Lessee as of that date. Lessor shall be entitled to the entire amount of any award in the event of any taking by condemnation or by the power of eminent domain.

20.

Leasehold Interest

This Lease Agreement shall create the relationship of landlord and tenant between Lessor and Lessee and no estate shall pass out of Lessor. Lessee has only a usufruct, not subject to levy and sale.

21.

Holding Over

If Lessee remains in possession after expiration of the Lease Term, with Lessor's acquiescence and without any distinct written agreement of the parties, Lessee shall be a tenant at will and shall be bound to and shall abide by all of the terms set forth in this Lease Agreement, including but not limited to the insurance and bonding provisions set forth in Exhibit B attached hereto, and to the hold harmless provisions in Section 16 of this Lease Agreement. There shall be no automatic renewal of this Lease Agreement by operation of law.

22.

Surrender of Possession Upon Termination

At the termination of this Lease Agreement, Lessee shall surrender the Leased Premises and keys thereto to Lessor in the same condition as at commencement of the Lease Term, natural wear and tear only accepted. Upon termination of this Lease Agreement, all rights of Lessee and of all persons whomsoever claiming by, through or under this Lease Agreement shall cease and terminate. The Leased Premises, Property, Building and all improvements located thereon, including fixtures, shall henceforward constitute and belong to and be the absolute property of Lessor or Lessor's successors and assigns, without further act or conveyance, and without liability to make compensation to Lessee or to anyone whatsoever, and free and discharged from all and every lien, encumbrance and charge of any character created or attempted to be created by Lessee at any time.

23.

No Alterations or Improvements

Lessee will make no alterations in or additions to the Leased Premises or Building without first obtaining the prior written consent of the Director of Real Estate Portfolio. All erections, additions, fixtures and improvements, whether temporary or permanent in character (except only the movable office furniture of Lessee) made in or upon the Leased Premises or Building, either by Lessee or Lessor, shall remain upon the Leased Premises or Building at the termination of the Lease Term, by lapse of time or otherwise, without compensation to Lessee.

24.

Solicitation of Agreement

Lessee warrants that it has not employed nor retained any company or person, other than a bona fide employee or licensed real estate agent working for Lessee, to solicit or secure this Lease Agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee or licensed real estate agent for Lessee, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making this Lease Agreement. For the breach or violation of the above warranty and upon a finding after notice and hearing, the City shall have the right to terminate this Lease Agreement without liability.

25.

Notices

Any notice which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and the time the same are deposited in the mail, with postage prepaid, to be mailed by registered or certified United States mail, return receipt requested, and addressed to Lessor as follows:

City of Atlanta
Office of Enterprise Assets Management
68 Mitchell Street, Suite 1225
Atlanta, Georgia 30303
Attn: Director of Real Estate Portfolio

with a copy to:

City of Atlanta
Department of Law
68 Mitchell Street, Suite 4100
Atlanta, Georgia 30303
Attn: Real Estate Attorney

and to Lessee as follows:

26.

Entire Agreement

This Lease Agreement contains the entire and integrated agreement of the parties and may be amended only by written instrument which is approved by both parties to this Lease Agreement. No representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee of any obligation hereunder, shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

27.

Authority

Lessee represents and warrants that it is fully authorized and empowered to enter into this Lease Agreement, and that, if required and as necessary, any resolution, motion or similar action has been duly adopted or passed as an official act of Lessee's governing body both authorizing the execution of this Lease Agreement by the signers hereto and authorizing the person(s) identified as the official representative(s) in the Notices Paragraph 25 herein to act in connection with the understandings and assurances contained in this Lease Agreement and to provide information from time to time as may be required or requested by Lessor.

28.

Conditions As to Effect of Agreement

The parties agree that this Lease Agreement shall not become binding on the City, and the City shall incur no liability upon the same, until such Lease Agreement has been executed by the Mayor, officially sealed by the Municipal Clerk, approved as to form by the City Attorney or his/her designee and delivered to Lessee.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers have caused their hands and seals to be hereunto affixed as of the Effective Date.

ATTEST:

CITY OF ATLANTA, a Georgia municipal corporation:

Municipal Clerk

Mayor Kasim Reed

(SEAL)

RECOMMENDED:

APPROVED AS TO FORM:

Chief Procurement Officer

Assistant City Attorney

a Georgia corporation:

Name:
Title:

(SEAL)

Name:
Title:

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: Finance/ Executive

Caption: AN ORDINANCE BY FINANCE/EXECUTIVE COMMITTEE

AN ORDINANCE AUTHORIZING THE OFFICE OF ENTERPRISE ASSETS MANAGEMENT TO LEASE TO CW MATTHEWS CONTRACTING COMPANY, INC. SPACE WITHIN THE CITY OF ATLANTA'S WAREHOUSE BUILDING AT 72 MARIETTA STREET DURING THE RECONSTRUCTION OF THE SPRING STREET VIADUCT ALL FUNDS WILL BE DEPOSITED INTO 1001 (GENERAL FUND), 040421 (EXE. 72 MARIETTA), 3810008 (BUILDING RENTAL, GENERAL), 1565001 (GOV-BLDGS. & PLANTS); AND FOR OTHER PURPOSES.

Council Meeting Date: 10/15/14 (first read); 10/29/14 (second read)

Requesting Dept.: Executive Offices/ Office of Enterprise Assets Management

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation.

The purpose of this Ordinance is to authorize the Office of Enterprise Assets Management to enter into a lease agreement with CW Matthews Contracting Co. for space at the city's 72 Marietta Street Warehouse Building in conjunction with GDOT's replacement of the Spring Street Viaduct (the "Project").

2. Please provide background information regarding this legislation.

The subject Viaduct will be replaced by GDOT beginning in September 2014. Pursuant 10 13-O-1407, the city conveyed certain property interests that the State needed in order to build the new Viaduct. CW Matthews is GDOT's contractor on this Project and has requested to lease approximately 594 square feet of space on the second floor of the warehouse Building for the duration of the Project. The space requested is and would be available throughout the Project and would not otherwise be programmed for use by OEAM.

3. If Applicable/Known:

(a) **Contract Type:** N/A

(b) **Source Selection:** N/A

(c) **Bids/Proposals Due:** N/A

- (d) **Invitations Issued:** N/A
- (e) **Number of Bids:** N/A
- (f) **Proposals Received:** N/A
- (g) **Bidders/Proponents:** N/A
- (h) **Term of Contract:** N/A

4. Fund Account Center: N/A

5. Source of Funds: This involves a revenue-producing lease.

6. Fiscal Impact: CW Matthews would be paying \$1,000.00 per month for space in its as-is condition that would otherwise remain vacant during the Project.

7. Method of Cost Recovery: NA

This Legislative Request Form Was Prepared By: John Lavelle, Director of Real Estate Portfolio/ OEAM.

(Do Not Write Above This Line)

AN ORDINANCE BY
FINANCE/EXECUTIVE COMMITTEE

AN ORDINANCE AUTHORIZING THE
OFFICE OF ENTERPRISE ASSETS
MANAGEMENT TO LEASE TO CW
MATTHEWS CONTRACTING COMPANY,
INC. SPACE WITHIN THE CITY OF
ATLANTA'S WAREHOUSE BUILDING AT 72
MARIETTA STREET DURING THE
RECONSTRUCTION OF THE SPRING
STREET VIADUCT ALL FUNDS WILL BE
DEPOSITED INTO 1001 (GENERAL FUND),
040421 (EXE. 72 MARIETTA), 3810008
(BUILDING RENTAL, GENERAL), 1565001
(GOV-BLDGS. & PLANTS); AND FOR
OTHER PURPOSES.

First Reading

Committee _____
Date _____
Chair _____
Referred To _____

FINAL COUNCIL ACTION

2nd Reading 1st & 2nd Reading 3rd Reading
 Consent V Vote RC Vote

CERTIFIED

Committee

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

Committee

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

MAYOR'S ACTION

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: