CITY COUNCIL
ATLANTA, GEORGIA

A Resolution
by Councilmember Debi Starnes

02-R-0241

A SUPPLEMENTAL RESOLUTION TO AMEND THE RESOLUTION CREATING AND ACTIVATING THE DOWNTOWN ATLANTA COMMUNITY IMPROVEMENT DISTRICT TO PROVIDE FOR ADDITIONAL PURPOSES OF THE DOWNTOWN ATLANTA COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, the Atlanta Community Improvement District Act, 1991 Ga. L 3653, as amended, (the "Atlanta CID Act") provides for the creation of community improvement districts in the City of Atlanta to provide, accelerate, supplement, or enhance certain governmental services and facilities as may be provided in the resolution activating each district, or any supplemental resolution amending same; and

WHEREAS, by resolution designated "95-R-1374," which was duly adopted by the Council of the City of Atlanta on September 18, 1995, and approved by the Mayor of the City of Atlanta on September 24, 1995, the City of Atlanta activated and consented to the creation of the Downtown Atlanta Community Improvement District (the "District") for the provision and/or enhancement of certain governmental services and facilities, more particularly described as follows:

> To enhance the maintenance and use of streets, sidewalks, parks, plazas, recreational areas and facilities, public transportation facilities, parking facilities, and similar areas within the Downtown Atlanta Community Improvement District by providing, fostering, and promoting the perception and reality of a safe and clean environment through program activities intended to increase the safety and cleanliness thereof; and

WHEREAS, as authorized by such resolution, the Mayor of the City of Atlanta entered into a cooperation agreement with the District and with Atlanta Downtown Improvement District, Inc. (the "Corporation") to allow for the provision and/or enhancement of certain governmental services and facilities, as more particularly described above, within the geographic boundaries of the District; and

WHEREAS, pursuant to the requirements of the Atlanta CID Act, the boundaries of the District were expanded on May 8, 2000, so that the geographic area of the District currently includes the area depicted on the map attached hereto as Exhibit "A" to this Resolution; and

WHEREAS, a caucus of Electors was duly held by the District on January 11, 2002, at which time an overwhelming majority of those Electors present and voting approved a revision of the purposes of the District to include, in addition to the current purposes of the District, all such purposes as are now permitted under the Atlanta CID Act, or as may be permitted by future amendments to the Atlanta CID Act; and

WHEREAS, the Atlanta City Council has determined that the revision of the purposes of the District to include all such purposes as are now permitted under the Atlanta CID Act, or as may be permitted by future amendments to the Atlanta CID Act is in the best interest of the citizens of the City of Atlanta.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlanta, that the Atlanta City Council amends the resolution activating and creating the Downtown Atlanta Community Improvement District (95-R-1374) to provide for the provision, acceleration, supplementation, or enhancement of all such additional governmental services and facilities in the geographic area served by the District as are now permitted under the Atlanta CID Act, more particularly described as follows:

1. Construction and maintenance of local, collector, and arterial streets as shown on the City of Atlanta's street classification map or as otherwise included in the City of Atlanta's most recently adopted Comprehensive Development Plan, including curbs, sidewalks, street lights, and devices to control the flow of traffic on local, collector, and arterial streets;

2. Parks and recreational areas and facilities;

3. Storm water and sewage collection and disposal systems;

4. Development, storage, treatment, purification, and distribution of water;

5. Public transportation, including, but not limited to, services intended to reduce the volume of automobile traffic, to transport two or more persons in conveyances, to improve air quality, or to provide bicycle and pedestrian facilities, and the operation of a Traffic Management Association or similar entity;

6. Terminal and dock facilities and parking facilities; and

7. Such other services and facilities as may be provided for by general law.

BE IT FURTHER RESOLVED THAT the resolution activating and creating the Downtown Atlanta Community Improvement District (95-R-1374) is hereby amended to provide for the provision, acceleration, supplementation, or enhancement of all such additional governmental services and facilities in the geographic area served by the District as may be permitted by future amendments to the Atlanta CID Act.

BE IT FURTHER RESOLVED THAT the Mayor be and is hereby authorized to enter into an amended cooperation agreement with the District's Governing Board and with the Corporation to provide for the provision, acceleration, supplementation, or enhancement of all such governmental services and facilities in the geographic area served by the District as authorized by the resolution activating and creating the District and by this supplemental

resolution substantially in the form attached hereto as Exhibit "B" to this Resolution, with such further changes as the City Attorney shall deem appropriate.

BE IT FURTHER RESOLVED THAT such amended cooperation agreement shall not become binding on the City and the City shall incur no liability upon same until said agreement has been executed by the Mayor and delivered to the Governing Board of the District and the Corporation

A true copy

Deputy Clerk

ADOPTED by the Council FEB 18, 2002
APPROVED by the Mayor MAR 05, 2002

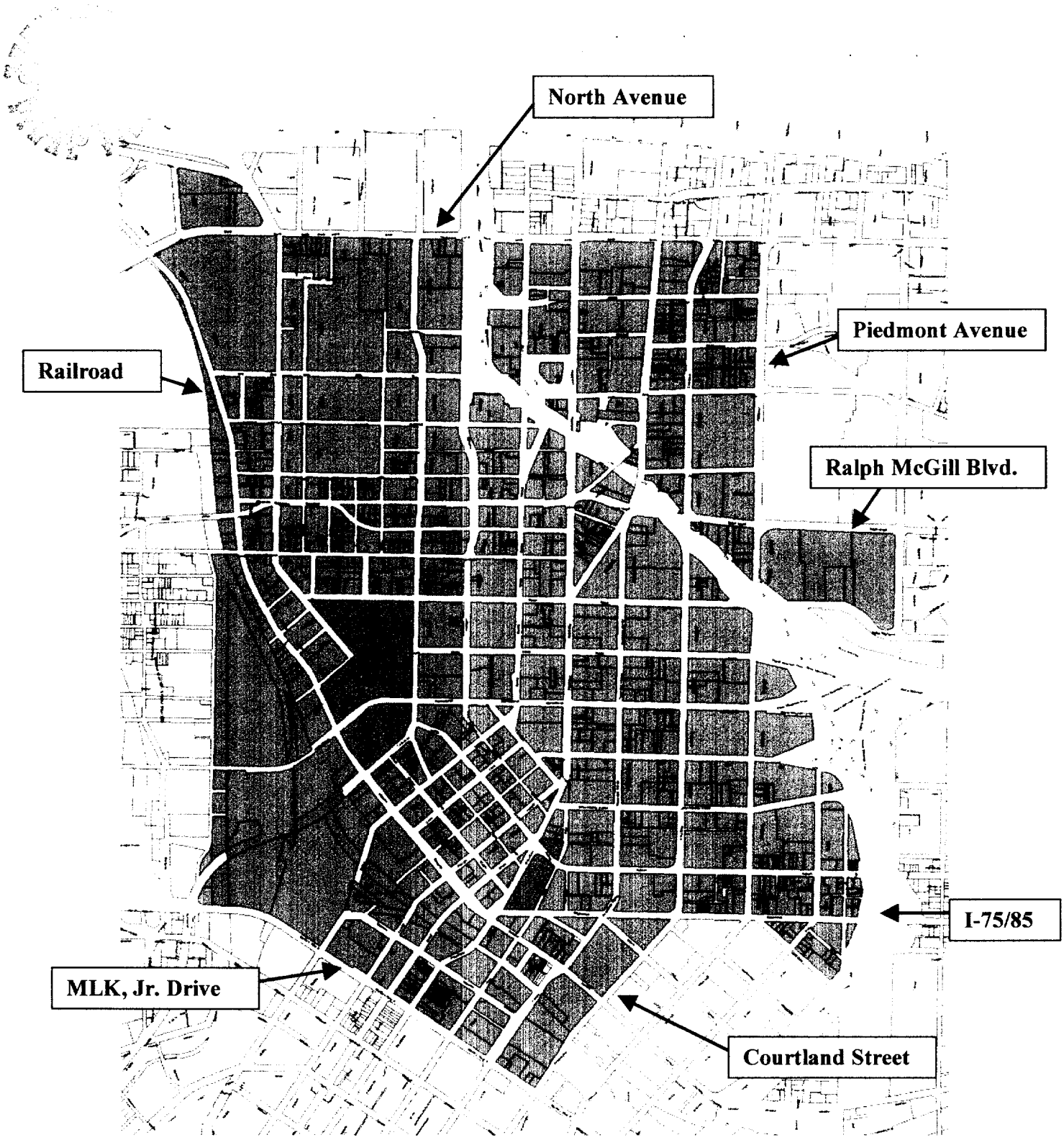

Exhibit "A"
Downtown Atlanta CID Area

DACID: 2002

Exhibit "B"

COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2002, by and between the CITY OF ATLANTA, a municipal corporation of the State of Georgia (the "City"), the governing board (the "District Governing Board") of the DOWNTOWN ATLANTA COMMUNITY IMPROVEMENT DISTRICT, a body corporate and politic created under the laws of the State of Georgia (the "District"), and ATLANTA DOWNTOWN IMPROVEMENT DISTRICT, INC. (the "Corporation").

WHEREAS, the Atlanta Community Improvement District Act, 1991 Ga. L. 3653, as amended, (the "Atlanta CID Act") provides for the creation of community improvement districts in the City; and

WHEREAS, by resolution duly adopted by the Council of the City of Atlanta on September 18, 1995, and approved by the Mayor of the City of Atlanta on September 24, 1995, the City of Atlanta activated and consented to the creation of the District for the provision and/or enhancement of certain governmental services and facilities in the geographic area of the District; and

WHEREAS, as authorized by such resolution and as required by the Atlanta CID Act, the Mayor of the City of Atlanta entered into a Cooperation Agreement with the District Governing Board to allow for the provision and/or enhancement of certain governmental services and facilities within the geographic boundaries of the District; and

WHEREAS, by supplemental resolution, the City of Atlanta has amended the resolution activating and creating the District to provide for the provision, acceleration, supplementation, or enhancement of all such additional governmental services and facilities in the geographic area

served by the District as are now permitted under the Atlanta CID Act, or as may be permitted by future amendments to the Atlanta CID Act; and

WHEREAS, the Atlanta CID Act requires that the services and facilities to be furnished within the District shall be provided for in a Cooperation Agreement executed jointly by the District Governing Board and the City; and

WHEREAS, the City, the District Governing Board, and the Corporation desire to enter into an amended and restated Cooperation Agreement to effectuate the organization and operation of the District in accordance with the Atlanta CID Act.

NOW, THEREFORE, in consideration of the mutual covenants and benefits flowing to the parties, the City, the District Governing Board, and the Corporation agree as follows:

1.

This Agreement shall in no way limit the authority of the City to provide services or facilities within the District. The City shall retain full and complete authority and control over the provision of governmental services and over any of its facilities located within the District.

2.

Each party acknowledges that the District is authorized to exercise its powers for the provision of the following services and facilities:

A. To enhance the maintenance and use of streets, sidewalks, parks, plazas, recreational areas and facilities, public transportation facilities, parking facilities, and similar areas within the Downtown Atlanta Community Improvement District by providing, fostering, and promoting the perception and reality of a safe and clean environment through program activities intended to increase the safety and cleanliness thereof.

B. Construction and maintenance of local, collector, and arterial streets as shown on the City of Atlanta's street classification map or as otherwise included in the City of Atlanta's most recently adopted Comprehensive Development Plan, including curbs, sidewalks, street lights, and devices to control the flow of traffic on local, collector, and arterial streets;

C. Parks and recreational areas and facilities;

D. Storm water and sewage collection and disposal systems;

E. Development, storage, treatment, purification, and distribution of water;

F. Public transportation, including, but not limited to, services intended to reduce the volume of automobile traffic, to transport two or more persons in conveyances, to improve air quality, or to provide bicycle and pedestrian facilities, and the operation of a Traffic Management Association or similar entity;

G. Terminal and dock facilities and parking facilities; and

H. Such other services and facilities as may be provided for by future amendments to the Atlanta Community Improvement District Act, as amended, or by general law.

3.

The District Governing Board shall levy the tax millage as provided by law subsequent to the report of the assessed taxable values for the current calendar year and shall notify the Fulton County Tax Commissioner of the amount of the levy, in writing, so that the levy may be included on the regular Fulton County ad valorem tax bills.

4.

Neither the Corporation nor the District Governing Board shall have any power or authority to contract in the name of, encumber, or create debt for or on behalf of the City.

5.

Upon the approval each year by the City of its annual budget, capital improvement program, and Comprehensive Development Plan, and at the request of the Corporation, the City shall transmit the same to the Corporation.

6.

At the beginning of each calendar year, the Corporation shall advise the City of its plan to enhance and supplement the services provided within the District.

7.

The District Governing Board shall be responsible for providing notice of its regular meetings and minutes thereof to an individual designated by the City.

8.

Each of the parties hereto shall endeavor to act in such manner so as to coordinate actions for the maximum improvement of the District and each shall endeavor not to duplicate services and actions so as to obtain efficiency of effort.

9.

In an effort to further coordinate actions and not to duplicate services, the Corporation shall endeavor to coordinate its services with the Atlanta Police Department, other police forces, and any private security forces which currently operate within the District.

10.

The Corporation shall indemnify the City and its officials, officers, and employees and hold them harmless to the extent of the Corporation's negligence against any claim arising out of the formation or operation of the District. The Corporation shall obtain and maintain liability insurance at levels not less than $1,000,000.00 for bodily injury, each occurrence, and $1,000,000.00 for property damage, each occurrence; provided, further, the City shall be named as an additional insured on such liability insurance policies. The indemnification provided for hereunder shall not be limited to the amounts of such insurance. Nothing contained herein shall be construed as a waiver in favor of any third party of any immunity, municipal or otherwise, or other defense of the City against any claim. As used in this Paragraph, the term "claim" includes any liability, loss, damage, or cause of action of any kind or nature (including without limitation damage to property and injury to or death of persons) whether actual or alleged, or payment of any sum or sums of money to any person or entity whomsoever and any expenses connected therewith (including without limitation litigation costs and reasonable attorney's fees).

11.

The Corporation shall not discriminate in any way in connection with the formation or operation of the Corporation on the basis of race, religion, color, sex, national origin, or sexual orientation. The Corporation shall make good faith efforts to provide employment and contractual opportunities for minority persons and entities in the performance of all activities connected with the operation of the District.

12.

In the absence of the extenuating circumstances and factors described elsewhere in this Paragraph, the City agrees to maintain the provision of the same base level of services for the City's basic services throughout the period of authorization for the District. As used in this

Paragraph, "basic services" shall mean the following types of services provided by the City: police protection, street and alley cleaning, trash collection, landscaping and maintenance of public areas, and marketing and promotion. The base level of services assumes an average level of demand and activity, and the parties recognize that the basic services provided on any particular day or period may vary based upon special events such as festivals, sports events, parades, or conventions; weather conditions such as snow storms or ice storms; or unanticipated short-term demands outside the District. However, the expectation is that on the substantial majority of days in any year, the City will perform each of the basic services within the District at a level no less than the current base level of service now provided by the City within the District. Information provided by the City regarding the current base level of services may be adjusted to reflect new methodologies and policies, such as the institution of greater foot patrols and other forms of community based police enforcement, provided that the end result is that the base level of services is maintained in any adjustment. No decrease in basic services shall occur within the District unless there is an overall decrease in services necessitated by changes in funding, policy, or resources, and then only in proportion to the decreases implemented elsewhere in the City. Any increase in basic services generally throughout the City shall be matched with a proportional increase in such services within the District, provided however, this provision shall not be construed to prohibit the deployment of additional police services in emergency situations. The parties acknowledge and agree that the objective of Section 12 is to ascertain that basic City services, including police services, within the District are not diminished as a result of the services provided by the district. None of the City's obligations set forth within this Paragraph are intended to override or diminish the City's obligations generally to the people of the City of Atlanta. The City shall provide mutually agreeable periodic information to the District Governing

Board for purposes of monitoring the obligations hereunder. The parties further agree that they will each designate a representative to meet on a regular basis to coordinate and review the parties' respective compliance with this agreement. The City further agrees to designate a representative to attend the monthly meetings of the District Governing Board. This agreement shall be subject to the provisions of Section 9 of the Atlanta CID Act, as amended.

13.

This Agreement shall expire upon the dissolution of the District as provided by law. This Agreement shall not be modified except by formal written action of all parties.

WHEREFORE, the parties have made and executed this Cooperation Agreement the day and year first above written.

THE GOVERNING BOARD OF THE DOWNTOWN ATLANTA COMMUNITY IMPROVEMENT DISTRICT

By: _____
CHAIRMAN

Attest: _____

ATLANTA DOWNTOWN IMPROVEMENT DISTRICT, INC.

By: _____
President

Attest: _____

CITY OF ATLANTA

By: _____
MAYOR

Signed on behalf of the City of Atlanta pursuant to resolution adopted by the City Council on _____, 2002

(OFFICIAL SEAL)

_____
City Clerk

APPROVED AS TO FORM:

_____

CITY ATTORNEY

RCS# 3453
2/18/02
2:38 PM

Atlanta City Council

Regular Session

CONSENT I

Except:0151; 0204; 0235; 0238; 0259; 0260; 0255; 0205; 0206; 0207; 0208
ADOPT

YEAS:	14
NAYS:	0
ABSTENTIONS:	0
NOT VOTING:	2
EXCUSED:	0
ABSENT	0

SEE ATTACHED LISTING OF ITEMS ADOPTED/ADVERSED ON CONSENT AGENDA

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	NV Fauver	Y Martin	Y Norwood
Y Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	Y Boazman	NV Woolard

ITEM (S) REMOVED FROM CONSENT AGENDA
02-O-0255
02-R-0204
02-R-0206
02-R-0235
02-R-0238

CORRECTED COPY

ITEMS ADOPTED ON CONSENT AGENDA

1. 02-O-0151
2. 02-O-0162
3. 02-O-0239
4. 02-O-0188
5. 02-O-0189
6. 02-O-0269
7. 02-O-0259
8. 02-O-0260
9. 02-O-0154
10. 02-O-0156
11. 02-O-0157
12. 02-O-0158
13. 02-O-0148
14. 02-R-0201
15. 02-R-0202
16. 02-R-0236
17. 02-R-0205
18. 02-R-0207
19. 02-R-0208
20. 02-R-0195
21. 02-R-0196
22. 02-R-0234
23. 02-R-0241
24. 02-R-0210
25. 02-R-0211
26. 02-R-0212
27. 02-R-0213
28. 02-R-0214
29. 02-R-0215
30. 02-R-0216
31. 02-R-0217
32. 02-R-0218

ITEMS ADVERSED ON CONSENT AGENDA

33. 02-R-0219
34. 02-R-0220
35. 02-R-0221
36. 02-R-0222
37. 02-R-0223
38. 02-R-0224
39. 02-R-0225
40. 02-R-0226
41. 02-R-0227
42. 02-R-0228
43. 02-R-0229
44. 02-R-0230
45. 02-R-0231
46. 02-R-0232

02-R-0241

(Do Not Write Above This Line)

A Resolution by Councilmember Debi Starnes:

A supplemental resolution to amend the resolution creating and activating the Downtown Atlanta Community Improvement District to provide for additional purposes of the Downtown Atlanta Community Improvement District.

ADOPTED BY

FEB 18 2002

COUNCIL

- ☐ CONSENT REFER
- ☐ REGULAR REPORT REFER
- ☐ ADVERTISE & REFER
- ☐ 1st ADOPT 2nd READ & REFER
- ☑ PERSONAL PAPER REFER

Date Referred 2/4/02

Referred To: CD/HR

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee

Date

Chair

Referred to

Committee	Committee
CD/HR	
Date	Date
2/12/02	
Chair	Chair
Action:	Action:
Fav, Adv, Hold (see rev. side)	Fav, Adv, Hold (see rev. side)
Other:	Other:
Members	Members
Refer To	Refer To

Committee	Committee
Date	Date
Chair	Chair
Action:	Action:
Fav, Adv, Hold (see rev. side)	Fav, Adv, Hold (see rev. side)
Other:	Other:
Members	Members
Refer To	Refer To

FINAL COUNCIL ACTION

☐2nd ☐1st & 2nd Readings ☐3rd

☑Consent ☐V Vote ☐RC Vote

CERTIFIED

CERTIFIED

FEB 18 2002

ATLANTA CITY COUNCIL PRESIDENT

Cathexa M. Woolard

CERTIFIED

FEB 18 2002

MUNICIPAL CLERK

MAYOR'S ACTION

Shirley Franklin

MAR 05 2002