

**AN ORDINANCE BY COUNCILMEMBER CLAIR MULLER 02-0-0564  
AS AMENDED BY FINANCE/EXECUTIVE COMMITTEE**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACTUAL AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE GEORGIA ENVIRONMENTAL FACILITIES AUTHORITY STATE REVOLVING FUND LOAN PROGRAM; FOR THE PURPOSE OF SECURING A LOAN IN THE AMOUNT OF \$11,700,000; TO CORRECT DETERIORATING CONCRETE PIPING AND EXISTING ASSOCIATED DETERIORATED OR ABANDONED SEWER STRUCTURES; SANITARY SEWERS INCLUDE SOME 5,000 LINEAR FEET OF THE LAKEWOOD AVENUE OUTFALL AND APPROXIMATELY 8,300 LINEAR FEET OF THE TENTH WARD SANITARY SEWER TRUNK; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Atlanta does not have necessary funds to correct the *unsatisfactory* structural condition of the sewer system located in the Tenth Ward Sanitary Sewer Trunk and, or the sewer system in the Lakewood Avenue Outfall and

WHEREAS, the completion of those projects will reduce risk of collapse of the existing trunk line as well as reduce infiltration into the sewer system and overflows of sanitary sewage into neighboring creeks; and

WHEREAS, the completed project will have a beneficial environmental impact which will positively affect the citizens and the City of Atlanta; and

WHEREAS, the Georgia Environmental Facilities Authority (GEFA) is a State of Georgia agency authorized to accept capitalization grants disbursed under the *Federal Water Pollution Control Act*, as amended by the *Water Quality Act of 1987*, and with them to establish a revolving fund to assist local governments in the construction of publicly owned sewer systems and other treatment works; and

WHEREAS, in mutual promises of said agreed upon contract, and subject to certain terms and conditions, GEFA agrees to make and administer, and the City of Atlanta agrees to accept, a loan to complete sewer projects located in the Tenth Ward Sanitary Sewer Trunk and the sewer system in the Lakewood Avenue Outfall.



**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, AS FOLLOWS:**

**SECTION 1:** That the City of Atlanta use the proceeds of the loan only to pay the actual costs of the above-mentioned projects, as outlined in attached "Project Budget."

**SECTION 2:** That the loan amount of \$11,700,000 has been determined, in part, upon the basis of the projected cost, and that the date for commencing payments shown on the promissory note is determined in light of the expected project schedule, shown in attachment, Appendix A, "Project Schedule."

**SECTION 3:** That the contact person or employee handling the administration of this contract will be the Chief Financial Officer or his designee.

**SECTION 4:** That the Authority (*Georgia Environmental Facilities Authority*) shall make and the City shall accept disbursements only against incurred, actual costs up to the loan amount as provided in this contract.

**SECTION 5:** That requests for disbursement shall be made on forms of the Authority unless otherwise directed and shall be accompanied by such invoices and other proofs as the Authority may reasonably require.

**SECTION 6:** That requests for disbursement will be made only after the costs for which the draw is requested have been incurred. The Authority may require that each draw request be submitted to Authority or its designee at least 21 days before the day disbursement is requested and may limit draw requests to one per month.

**SECTION 7:** That the Authority may require the initial draw request to be accompanied by a letter from the Attorney for the City of Atlanta. Which letter shall recite that the City has received its fully executed counterpart of this contract from Authority; that no intervening circumstances or other factor detracted from the City's execution and delivery of this contract its subsequent execution by Authority; that the promissory note has been duly authorized, executed and delivered; that any and all necessary public meetings and legal requirements have been complied with (or are not applicable to this transaction); and that the opinions expressed in the letter of counsel submitted to the Authority by the City with this contract remain valid including without limitation the advice that this contract and promissory note are authorized, binding and of full force and effect.

**SECTION 8:** That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

A true copy,

*Rhonda Daughin Johnson*  
Municipal Clerk, CMC

ADOPTED as amended by the Council  
APPROVED by the Mayor

APR 01, 2002  
APR 05, 2002



STATE OF GEORGIA,

COUNTY OF FULTON:

**CITY OF ATLANTA**  
SRF Federal Money Loan  
Contract/Project  
No. **CWSRF 98-001**  
No. TWO of THREE Executed  
Original Counterparts  
**COUNTERPART OF LOCAL  
GOVERNMENT**

**CONTRACT FOR FINANCING ENVIRONMENTAL FACILITIES**

**AND FOR OTHER SERVICES BY**

**GEORGIA ENVIRONMENTAL FACILITIES AUTHORITY**

**("Environmental Services Contract")**

THIS ENVIRONMENTAL SERVICES CONTRACT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, among the GEORGIA ENVIRONMENTAL FACILITIES AUTHORITY, an instrumentality of the State of Georgia and a public corporation ("Authority"), whose address for purposes hereof shall be 2090 Equitable Building, 100 Peachtree Street, NW, Atlanta, Georgia 30303; DIRECTOR OF THE ENVIRONMENTAL PROTECTION DIVISION of the State of Georgia ("Director"), whose address for purposes hereof shall be 205 Butler Street, Atlanta, Georgia 30334 and the **CITY OF ATLANTA**, a municipal corporation of the State of Georgia ("Local Government") whose address for purposes hereof shall be 55 Trinity Avenue, S.W., Georgia 30335.

WITNESSETH

WHEREAS, the Authority is authorized to accept capitalization grants disbursed under the Federal Water Pollution Control Act, as amended by the Water Quality Act of 1987, and with them to establish a revolving fund to assist local governments in the construction of publicly owned sewer systems and other treatment works, 33 U.S.C.A. Sections 1381 et seq. (May, 1987) and O.C.G.A. Sections 50-23-5, and 50-23-9 and 12-2-4 and 12-2-6 and 12-2-7; and

WHEREAS, the Authority has established the "State Revolving Loan Fund" (the "Fund") and has entered into a capitalization grant agreement with the United States Environmental Protection Agency ("EPA"); and

WHEREAS, the Authority has contracted with the Director of the Environmental Protection Division (EPD) of the Department of Natural Resources to provide certain technical services to assist in the administration of the Fund O.C.G.A. Section 50-23-9; and

WHEREAS, the loan to Local Government provided for in this contract will be from a Capitalization Grant made to the Authority by EPA.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. LOAN

1.1 Loan Made and Accepted.

1.1.1 In consideration of the mutual promises of this contract, and upon and subject to its terms and conditions, the Authority agrees to make, and administer, and the Director agrees to assist, and Local Government agrees to accept, the loan herein provided for (the "loan"). Before any disbursement is made, Local Government shall execute and deliver to Authority a promissory note

(the "promissory note" or "note"). The amount of the note (the "loan amount"), its other terms and its form are set out in Appendix "E".

1.1.2 The promissory note is made payable to the State Revolving Loan Fund, and Local Government acknowledges and accepts the Authority as a proper representative of the fund.

1.2 Nature of the commitment.

1.2.1 This is a commitment to lend particular funds made available to the Authority for the Fund pursuant to the capitalization grant agreement with EPA. It is not a commitment to lend or grant any other funds and is not a pledge of the credit of the State. The money is made available to the Authority for the Fund by means of a federal Letter of Credit through procedures described in the Initial Guidance and in the capitalization grant.

1.2.2 A loan closing fee equaling two percent (2%) of the amount of the principal will be charged to Local Government. The fee is due and payable in two quarterly installments beginning with the date for commencing payments.

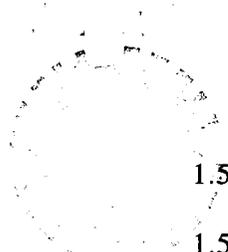
1.3 Purpose Limited to Project.

Local Government shall use the proceeds of the loan only to pay the actual costs of the environmental facilities Project. The Project is described in Appendix "A" and more specifically as approved in the files of the Authority and Director. Only the costs shown in the breakdown and estimates of the Project budget described in Appendix "A" shall be allowed. Costs of construction shall be allowed only for work called for in plans and specifications approved by Director. Proceeds may not be used to pay for labor performed by employees of the Local Government but may be used to pay for materials installed by them.

1.4 Disbursements.

1.4.1 Authority shall make and Local Government shall accept full or partial disbursements only against incurred, actual costs up to the loan amount as provided in this contract.

- 1.4.2 For purposes of making requests for disbursement and representing Local Government in all administrative matters pertaining to administration of this contract, Local Government shall designate a single officer or employee ("contact person").
- 1.4.3 Authority shall make disbursement by Electronic Funds Transfer or by its check mailed directly to a local bank.
- 1.4.4 The contact person shall be designated by Local Government before it may request disbursements and shall be subject to Authority approval. Before any disbursement Local Government shall execute any documents of Authority reasonably necessary or convenient to the foregoing.
- 1.4.5 Requests for disbursement may be made only after the costs for which the draw is requested have been incurred. Unless Authority otherwise approves, Local Government shall not request disbursement against retainage until retainage is paid. Unless Authority otherwise approves, when the Project budget indicates that the loan shall bear only a portion of the cost of the Project, or a portion of certain itemized costs, any draw shall not exceed the same proportion of such costs reported for disbursement.
- 1.4.6 Requests for disbursement shall be made on forms of the Authority unless the Authority otherwise directs, and shall be accompanied by such invoices and other proofs as the Authority may reasonably require.
- 1.4.7 Authority may require that each draw request shall be submitted to Authority or to an agency of government which Authority designates at least 21 days before the day disbursement is requested and may limit draw requests to one per month. Processing on shorter notice or faster schedule shall not amend this provision.



1.5 Changes in Due Date and Amount of Promissory Note.

- 1.5.1 The loan amount has been determined, in part, upon the basis of the projected cost of the Project as shown in Appendix "A" . The date for commencing payments shown on the promissory note likewise is determined in light of the expected Project schedule shown in Appendix "A" . Appendix "B" shows the repayment schedule anticipated by the parties on the basis of these appendices. Both the loan amount (principal) and the date for commencing payments may be changed but only as stated below.
- 1.5.2 Local Government may elect to increase the loan amount by including in principal on the date for commencing payments the interest which has accrued from each disbursement to that date. It may make such an election without prior approval of Authority by notice given on or before the date for commencing payments.
- 1.5.3 Further, the Authority, pursuant to the Authority's policies and in the Authority's sole discretion, may agree to adjust the loan amount and to extend the date for commencing payments by no more than six months, in each case upon the written request of Local Government. The decision shall be entirely in the discretion of the Authority, who may consider without limitation, the reasons stated by Local Government, any increase in jeopardy to the Fund and regardless of cause and jeopardy Authority's program for the Fund as a whole.
- 1.5.4 A simple change in the loan amount or an extension of the date for commencing payments, only as provided for in paragraphs 1.5.2 and 1.5.3, shall be documented administratively by notice under this contract. All other changes in the loan amount or the date for commencing payments shall be documented administratively by notice under this contract and by substitution of a new promissory note. Where approval is needed, the Authority may, but need not, impose new terms and conditions, which shall be documented accordingly.



1.6 Deadline for Borrowing and Termination of Promise to Lend.

The Authority, in the Authority's sole discretion, may terminate the promise to lend all or any portion of the loan amount which has not been borrowed if:

- 1.6.1 Local Government does not execute the promissory note within sixty days hereof; or
- 1.6.2 Local Government does not request disbursement of the unborrowed balance on or before the thirtieth (30th) day preceding the date for commencing payments; or
- 1.6.3 An event of default occurs in which event the remedies for default likewise shall be available;
- 1.6.4 A circumstance arises or becomes known which, in the Authority's sole discretion and opinion;
  - (a) substantially impairs the ability of Local Government to complete the Project, to operate the Project or to repay the loan, or
  - (b) substantially impairs the merit of the Project.

1.7 Conditions precedent to disbursement of Loan Proceeds.

In addition to any other prerequisites hereof, Authority's obligation to make disbursements under the loan shall be subject to satisfaction of the following conditions:

- 1.7.1 Local Government's representations and warrants shall remain true and correct.
- 1.7.2 No event of default shall have occurred under this contract or the promissory note.
- 1.7.3 The requirements of sections 1.4 and 1.6 are satisfied.
- 1.7.4 The Director shall have approved Local Government's plans and specifications for the submitted construction as being within the approved scope of the Project.
- 1.7.5 For the initial request, Local Government shall have submitted to satisfaction of the Director, proof of compliance with Appendix "C" including:
  - (a) proof of advertising;
  - (b) bid tabulation in detail, certified by engineer for Local Government;
  - (c) the engineer's award recommendation;
  - (d) a certified copy of Local Government's resolution awarding the contract;
  - (e) copy of the executed construction contract or so much thereof as Authority determines;
  - (f) the contractor's construction and payment schedules;



- (g) the notice to proceed;
- (h) copies of the performance and payment bonds, each in the full amount of the construction contract.
- (i) evidence of positive steps taken to utilize small, minority, and women's businesses.

1.7.6 The Authority may require that the initial draw request also be accompanied by a letter to the Authority from Local Government's attorney. The letter shall recite that Local Government has received its fully executed counterpart of this contract from Authority; that no intervening circumstances or other factor detracted from Local Government's execution and delivery of this contract before its subsequent execution by Authority; that the promissory note likewise has been duly authorized, executed and delivered that any and all necessary public meetings and legal requirements pertaining to pledging water and sewer revenues after payment of first lien bonds of the local government in accordance with Georgia law and the Constitution of the State of Georgia have been complied with (or are not applicable to this transaction), and that the opinions expressed in the letter of counsel submitted to the Authority by Local Government with this contract remain valid, including without limitation the advice that this contract and promissory note are authorized, binding and of full force and effect.

## 2. OTHER SERVICES

### 2.1 Data and Consulting.

Authority has compiled certain information about the environmental facilities of local governments in Georgia. It has made arrangements for the Director to provide technical, environmental services to the Authority and to its local government borrowers. Further, the Authority staff may have or acquire information or expertise in financial management at the local government level. Therefore, from time to time Local Government may request information, data processing and technical assistance but only for the purpose of making comparative business decisions in good



faith concerning the development and operation of Local Government's own system.

2.2 Cost Limitation.

Authority shall comply with any such request when, in the sole discretion of the Executive Director of the Authority, such request can be honored within the normal staff routine and costs of Authority or an agency with which Authority has made arrangements. If the Executive Director determines that such request involves more than routine impositions on Authority staff time or Authority costs, or that of the agency, the Executive Director may nevertheless agree to such request upon agreement by Local Government to reimburse the Authority or agency its actual costs.

2.3 Responsibility.

Local Government shall release and hold harmless from any loss or liability the Authority, the Director, the State, and their officers, members and employees, with respect to any such matters, including that due to their sole negligence, and Authority does not undertake to warrant the correctness of the information, data processing or consulting given hereunder. Such consulting services and provision of information shall be utilized by Local Government at its own sole risk.

2.4 Proprietary Information.

Authority shall not be required under this provision to release any information it has of a confidential nature, such as proprietary information or otherwise.

3. REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to the Director and to the Authority as follows:

3.1 Financial Statement.

The financial statements of Local Government delivered to Authority are true and correct in all respects, have been prepared in accordance with generally accepted accounting principles for units



of government, consistently applied, and fairly present the respective financial condition of the subjects thereof as of the respective dates thereof. No material adverse change has occurred in the financial conditions reflected in the statements since their date and no additional borrowing has been made by Local Government since then other than borrowing specifically disclosed. All other information submitted by Local Government in support of its application for this loan is true and correct as of the date of this contract, and no material adverse change has occurred.

3.2 Pending Litigation.

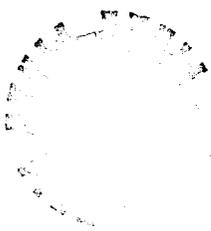
There are no actions, suits or proceedings, at law or in equity, in court or before any governmental or administrative agency, either pending or to the knowledge of Local Government reasonably to be considered threatened, which may impair the validity or enforceability of the promissory note or this contract or Local Government's ability to repay the loan or to construct and operate the Project for revenue.

3.3 No Conflicting Transactions.

Consummation of the transactions hereby contemplated and performance of this contract will not result in any breach of, or constitute a default under, any deed to secure debt, mortgage, deed of trust, indenture, security agreement, lease, bank loan or credit agreement, municipal charter, ordinances, contracts or other instruments to which Local Government is a party or by which it may be bound or affected.

3.4 Ownership of Premises.

Local Government owns in fee simple the real property, which presently constitutes or which will constitute the main operating facilities of the Project and of the water and sewer systems as a whole, and further owns in fee simple or by sufficient easement the real property upon, across or under which Local Government has or will have its distribution lines, manholes, pump stations and the like including those to be a part of the Project and otherwise. Local Government has good



record title to the real property described above with only such exceptions of record as do not limit the fee ownership and do not and will not interfere with the full use and enjoyment of the premises by Local Government. With respect to the personal property and trade fixtures of Local Government necessary or convenient to its water and sewer facilities and their operation, there are no liens or other claims of record against such property or other evidence of adverse ownership, and Local Government owns such personal property and fixtures in fee simple without conflicting claim or ownership.

3.5 Other Project Arrangements.

Local Government has secured, or can and shall secure without reasonable difficulty, the utilities, access, governmental approvals and other arrangements reasonably to be considered necessary for the undertaking of the Project.

3.6 No Construction Default.

Neither Local Government nor its contractor, architect or engineer for the Project or any related project is in default of any agreement respecting the Project or a related project.

3.7 No Default.

There is no default on the part of Local Government under this contract or the promissory note, and no event has occurred and is continuing, which, with notice or the passage of time or either would constitute a default under any part of this contract or promissory note.

3.8 Compliance with Laws.

Local Government has complied with all laws, regulations, ordinances, contracts and other provisions of legal force and effect which govern Local Government's undertaking of the Project and this contract, including without limitation laws pertaining to open meetings.

3.9 Effect of Draw Request.

Each request for and acceptance of disbursement shall be affirmation that the representations and



warranties of this contract remain true and correct as of the date of the request and acceptance and that no breach of other provisions hereof has occurred. Unless Authority is notified to the contrary, such affirmations shall continue thereafter.

#### 4. COVENANTS

##### 4.1 Commencement and Completion of Construction.

Local Government shall commence and complete each activity or event by the deadline stated in the Project Schedule included in Appendix "A".

##### 4.2 Disbursements.

Local government shall receive the disbursements to be made hereunder and shall hold them as trust funds for the purpose of paying the costs of the Project and for no other purpose.

##### 4.3 Release of Responsibility.

Local Government shall undertake the Project on its own responsibility and shall release and hold harmless the Authority, the Director, the State and their officers, members and employees from any loss or liability arising in connection with the design, construction or operation of the Project or any other aspect of the water or sewer system of Local Government including any matter due solely to their own negligence.

##### 4.4 Other Agreements.

Local Government shall comply with all terms and conditions of any construction contracts, architectural or engineering agreements, trust indentures, security deeds, promissory notes, loan agreements, or the like affecting the Project, the premises of the water and sewer system of Local Government and its operation. Local Government shall require its construction contractor to furnish both a performance bond and payment bond in the full amount of the construction contract. A copy of such bonds shall be furnished to the Authority, but the requirement of a copy shall be for the convenience of Authority only in monitoring compliance, and no undertaking by Authority



to Local Government or any non-party shall arise.

4.5 Accounting and Auditing.

Local Government shall account for the Project and the water and sewer system of the Local Government in a manner consistent with Enterprise Fund Accounting as defined by the following publications:

4.5.1 Statement 1, Government Accounting and Financial Reporting Principles, National Council on Governmental Accounting, 1979 as adopted by the Governmental Accounting Standards Board;

4.5.2 Interpretation 2, Segment Information for Enterprise Funds, National Council on Governmental Accounting, 1980.

Within six months of the end of each fiscal year of Local Government, Local Government shall tender to Authority an annual audit by a certified public accountant licensed to practice in Georgia.

The conduct of the audit and the audit shall conform to generally accepted auditing standards and generally accepted governmental accounting principles as these phrases are defined in the following publications: Governmental Accounting Standards Board Statement 1, July, 1984; American Institute of Certified Public Accountants Audits of State and Local Governmental Units, 1986; and Standards for Audit of Governmental Organizations, Programs, Activities and Functions, Comptroller General of the United States, 1994.

4.6 Insurance.

Local Government shall obtain and maintain until the loan is repaid adequate property insurance on the Project. Local Government shall apply the proceeds of any insurance on the premises or on the operations of the water and sewer system of Local Government in such a way as to minimize the adverse consequences of any insured occurrence with respect to the construction, operation and revenues for the Project and the water and sewer systems of Local Government.

4.7 Compliance with Governmental Authority.

Local Government shall comply with all environmental laws, rules and other provisions of legal



force and effect and all such other provisions which govern the construction or operation of the Project or the water and sewer systems of Local Government.

4.8 Adequate Revenues.

Local Government shall establish and collect rents, rates, fees, charges, or other sources sufficient to pay:

4.8.1 The cost of acquiring, constructing, equipping, operating, maintaining, replacing, renewing and repairing the water and sewer facilities of Local Government, including those for the Project; and

4.8.2 All outstanding indebtedness incurred for the purposes of constructing or operating such systems, including payments of principal and interest on the loan under this contract as they shall become due and payable, and to create and maintain any necessary reserves.

4.9 Bid Procedures.

Local Government shall comply with all procurement requirements of law and to the extent not contradicted thereby shall comply with the bid procedures of Appendix "C".

4.10 Inspection.

On reasonable notice, Authority shall have for its own convenience and benefit, and without obligation to Local Government or any non-party, the right to audit the books and records of Local Government as they may pertain to or affect the Project and this contract and Director similarly may enter upon the premises to inspect the Project. Local Government shall cause its architects, engineers and contractors to cooperate during such inspections including making available working copies of plans and specifications and supplementary materials.

4.11 Consent to Changes.

Without consent of the Authority and the Director, Local Government shall make no major modifications or changes to the Project, or allow to continue any defect, which would damage or reduce the value of the Project. Local Government shall not divide the project into component



projects in order to or in effect, to defeat the provisions of this contract. Local Government covenants that it shall remain the owner of the Project to be constructed hereunder and agrees that it will not convey, transfer, or otherwise encumber the project, or the system during the term of this contract without the express written approval of the Authority. Local Government agrees to submit all information concerning any modification of the Project to the Authority. Local Government agrees to submit all information concerning any conveyance, transfer or encumbrance of the Project or its revenues to the Authority. The Authority shall respond within 30 days to a request by the Local Government for the consent required by this section. Consent shall be presumed to have been given upon failure to respond within 30 days. Such consent shall not be unreasonably withheld.

5. EVENTS OF DEFAULT

The following occurrences shall constitute Events of Default hereunder:

- 5.1 Local Government fails to comply with any of the covenants, terms and conditions made in this contract;
- 5.2 Local Government defaults under the promissory note;
- 5.3 Any representation, warranty or statement made by Local Government in this contract or in connection with it or the loan shall be or become untrue, incorrect or misleading in any material respect;
- 5.4 Local Government is unable to satisfy any condition of its right to receipt of a disbursement for a period in excess of 30 days;
- 5.5 Local Government makes an assignment for benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions for appointment of a receiver or trustee for any substantial part of its property or is the subject of such a petition or commences or has commenced



against it or its property:

- (a) any similar proceeding under any bankruptcy law or other debtor-relief or similar law or
- (b) any foreclosure of any security deed or similar implementation of trust indenture or like instrument;

- 5.6 Dissolution by charter repeal or otherwise of the existence of Local Government;
- 5.7 Any legal or equitable action is commenced against Local Government which, if adversely determined, could reasonably be expected to impair substantially the ability of Local Government to perform each and every obligation under this contract;
- 5.8 Construction of the Project is not carried out with reasonable dispatch, ceases and is not resumed for 45 days or is abandoned;
- 5.9 Local Government does not meet deadlines of the Project Schedule in Appendix "A" and the Authority has not agreed to an extension;
- 5.10 The Authority or Director reasonably suspects the occurrence of any default or Event of Default in Local Government, and following request by the Authority or Director, Local Government fails to provide evidence reasonably satisfactory to Authority that such default or Event of Default has not in fact occurred.

## 6. GENERAL CONDITIONS

### 6.1 No Waiver.

No disbursements shall waive any provision of this contract or the note or preclude the Authority or Director from declaring a default if Local Government is unable to satisfy any such provisions or perform hereunder.

### 6.2 Satisfactory Proceedings.

All proceedings taken in connection with transactions provided for in this contract shall be satisfactory to the Authority and Director.

6.3

Evidence.

Any condition of this contract which requires a submission of evidence of the existence or nonexistence of any facts shall imply as a condition the existence or nonexistence, as the case may be, of such fact or facts, and Authority and Director shall, at all times, be free independently to establish to its satisfaction and in its absolute discretion such existence or nonexistence.

6.4

No Beneficiaries.

All conditions on the obligations of Authority to make disbursements are imposed solely and exclusively for its benefit with their successors and assigns, and no other person shall have standing to require satisfaction of such conditions or to assume that Authority will refuse to make disbursements in the absence of strict compliance. No person shall be deemed the beneficiary of any such conditions or any other provisions of this contract, all of which may be freely waived by Authority in whole or in part, at any time in its sole discretion. [This section is not intended to disavow or modify any obligation which the Authority, may have to the Administrator of the Environmental Protection Agency.]

6.5

Review of Plans and Inspection of Work.

Any audit or review of plans and specifications and any inspection of the work shall be for convenience of the Authority, Director and Administrator of the Environmental Protection Agency only and then in order to determine that they are within the approved scope of the Project and in compliance herewith. No such review and inspection, approvals and disapprovals shall be an undertaking of responsibility for design or construction or for the benefit of Local Government or other non-party.

6.6

Notices.

All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail to the other party hereto at the address above stated, with instruction to show to whom delivered and



return receipt requested. Each party may notify the other by the same process of any change of such address. Loan requests and disbursements and other routine contract administration may be conducted by regular mail.

6.7 Remedies Cumulative.

The remedies provided for the Authority and Director herein shall not be exclusive but shall be concurrent, in addition to and cumulative of any other remedies either may have by law. The failure to seek or exercise any remedy shall not be deemed a waiver or foreclose any subsequent remedy.

6.8 No Joint Venture, Etc.

Neither Authority nor Director is a partner, joint venturer, or in any other way a party to the Project or the operation of water and sewer system of Local Government. Neither shall be in any way liable or responsible by reason of the provisions hereof, to Local Government or any non-party, for the payment of any claims in connection therewith.

6.9 Assignment.

This contract may not be assigned by Local Government without the written consent of the Authority. The Authority may assign the promissory note and this contract, and any such holder and assignee of same shall succeed to and be possessed of the same rights as the Authority and Director each has under both to the extent so transferred or assigned.

6.10 Entire Agreement.

This contract and the promissory note contain the entire terms of this agreement and transaction. They may not be changed, waived or discharged in whole or in part, except by written instrument executed by the party sought to be charged therewith.

6.11 Continuity.

This contract shall be binding upon the legal representatives, successors and assigns of each party and shall inure to their benefit; provided, however, that nothing herein said shall be deemed to

limit any restriction on assignment impressed upon Local Government.

6.12 Georgia Contract.

This Contract shall be governed by and construed in accordance with the laws of the State of Georgia.

6.13 Limitations.

No action shall be commenced by Local Government against the Authority or Director for any claim under this contract or promissory note unless notice thereof specifically setting forth the claim shall have been given within 30 days after the occurrence of the event or omission which Local Government alleges gave rise to such claim. Failure to give such notice shall constitute a waiver of any such claim. Liability to Local Government for any breach of the terms of the contract shall not exceed a sum equal to the amount which shall have not been disbursed in consequence of a breach of obligations under this contract, together with interest thereon at the rate payable by Local Government for disbursements, computed from the date when the disbursement should have been made to the date when the disbursement is in fact made. Upon the making of any such payment to Local Government, it shall be treated as a disbursement under this contract.

6.14 Counterparts.

This contract is executed in three counterparts, which are separately numbered, but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

6.15 Appendices.

The appendices attached to this contract are a part of it.

6.16 Special Conditions.

Statements of Special Conditions in Appendix "D" shall govern the matters they address.

6.17 Time of Essence.

Time is of the essence of this agreement.

6.18

Severability.

If any provision of the contract, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, any remaining provisions of this contract shall survive and be applied, and together with the invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

7. GEORGIA STATE REVOLVING FUND PROVISIONS

7.1 Submission to Federal Requirements.

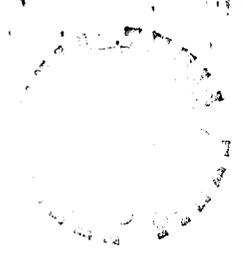
Local Government acknowledges and agrees that inclusion of this loan as a Georgia State Revolving Loan Fund project will subject Local Government to provisions of federal law, set out in part in Title VI of the Federal Water Pollution Control Act ("Title VI") and to other provisions of federal law applying generally to federal financial assistance, particularly those noted in Appendix F, Initial Guidance for State Revolving Loan Funds (1/88), published by the United States Environmental Protection Agency. Local Government acknowledges receipt of a copy of the Appendix F Initial Guidance and further acknowledges that in addition to the items listed in Appendix F to the Initial Guidance, there should be included the Historic Sites Act. Local Government agrees to comply with such federally imposed requirements, regardless whether expressly set out herein, and further agrees that they may be enforced against Local Government by the Authority, the Director or the EPA Administrator.

7.2 Cumulative Provisions.

The provisions of this article are cumulative of the other provisions of this contract, and they are not to be construed as to ameliorate or weaken the other provisions of this contract in any way.

7.3 Dedicated Revenue Source.

Local Government acknowledges that the loan of this contract is a general obligation of the water



and sewer system of the local government and dedicates revenues from the water and sewer system to repay the principal and interest on the Loan and to comply with this contract, in a timely manner according to its terms. Should there not be sufficient revenues to meet payment for the debt the Authority can legally require the local government to mandate that rates be increased to cover the debt. Local Government also represents that it has the legal, institutional, managerial and financial capability to construct, operate and maintain the Project.

7.4 Separate Accounts; Information; Audit.

Local Government shall establish and maintain separate accounts on the Project financed hereunder and shall comply with the reasonable requests of the Authority, Director or the EPA Administrator, made upon reasonable notice, for information pertaining to Local Government's compliance with this contract, the provisions of Title VI, and regulations and guidances promulgated thereunder. Local Government acknowledges the federal requirement of an annual audit of the State Revolving Loan Fund and agrees to submit to corresponding audits of its own practices and audits for such purposes, including on site visits to project sites and administrative offices. The annual audit shall be conducted in accordance with the federal Single Audit Act for each fiscal year in which Local Government received at least \$25,000 in loan disbursements.

7.5 Civil Rights Act.

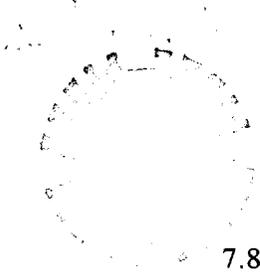
Local Government has certified that the project meets the requirements of Title VI, Civil Rights Act by providing EPA Form 4700-4 and supporting documentation.

7.6 Performance Certification.

The owner/operator of the treatment facility/project must certify one year after the date of initiation of operation that the facility meets design specifications and effluent permit limits. The Director agrees to provide the necessary forms to comply with this requirement.

7.7 Davis-Bacon Compliance.

Local Government agrees to comply with Davis-Bacon labor wage provisions. Local Government



further agrees that appropriate Davis-Bacon wage rates will be incorporated into project specifications and bidding documents.

7.8 Right of Inspection.

The Authority and/or Director, and/or his duly appointed representative, shall have the right to inspect the project during construction to assure that the facility is constructed in full accordance with approved project contract documents and that all federal, state, and local requirements are being fulfilled. Such inspections shall be made after prior notice to Local Government.

7.9 Retention of Records.

Local Government shall retain all construction records for at least three (3) years after completion of the construction of the project. These records may be subject to audit during the time of retention.

7.10 Federal Domestic Assistance Catalog Number and Title.

The Catalog of Federal Domestic Assistance number is 66.458 and the program title is "Capitalization Grant for State Revolving Loan Fund."



IN WITNESS WHEREOF, Local Government, Director and Georgia Environmental Facilities Authority have caused these presents to be signed, sealed and delivered all as of the date hereof.

**CITY OF ATLANTA**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Affix Seal Here]

**GEORGIA ENVIRONMENTAL  
FACILITIES AUTHORITY**

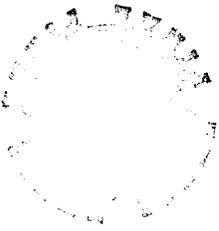
**GEORGIA DEPARTMENT OF  
NATURAL RESOURCES  
ENVIRONMENTAL PROTECTION DIVISION**

By: \_\_\_\_\_

**PAUL BURKS**  
Executive Director  
[Affix Seal Here]

By: \_\_\_\_\_

**HAROLD F. REHEIS**  
Director



**STATE REVOLVING LOAN FUND**

**SCOPE OF WORK**

**Recipient: City of Atlanta**

**Loan Number: CWSRF 98-001**

Rehabilitation/replacement of the Lakewood Avenue Outfall and the Tenth Ward Sanitary Trunk Sewer. The Lakewood Avenue Outfall consists of approximately 5000 LF of 12", 15" and 18" pipeline. The Tenth Ward Sanitary Sewer consists of approximately 8,300 LF of 15" and 24" pipeline.

**STATE REVOLVING LOAN FUND**

**PROJECT BUDGET**

**Recipient:** City of Atlanta

**Loan Number:** CWSRF 98-001

<b>ITEM</b>	<b>TOTAL COST</b>	<b>CWSRF LOAN</b>
Construction	9,700,000	9,700,000
Contingency	1,230,000	1,230,000
Easement Acquisition	80,000	80,000
Legal Administration	100,000	100,000
Engineering	590,000	590,000
Subtotal	11,700,000	11,700,000
SRF Loan Fee (2%)	234,000	234,000
<b>TOTAL</b>	<b>11,934,000</b>	<b>11,934,000</b>

NOTE: GEFA payments on invoices submitted as loan draw requests are based on the percentage of project costs funded by GEFA.

**STATE REVOLVING LOAN FUND**

**PROJECT SCHEDULE**

**Recipient: City of Atlanta**

**Loan Number: CWSRF 98-001**

<b>ACTION</b>	<b>PHASE 2</b>	<b>PHASE 5</b>
Complete Project Planning	11/1995	11/1995
Initiated Design	2/1/1996	2/1996
Plans and Specs submitted to EPD	10/1997	10/1997
Bid Opening	2/20/2002	6/7/2000
Notice of Award	4/20/2002	6/2000
Notice to Proceed with Construction	05/20/2002	11/29/2000
Initiation of Construction	05/30/2002	12/1/2000
Completion of Construction	12/31/2002	11/30/2001
Performance Certification*	12/31/2003	12/2/2002

\*Please Note that Performance Certification is made one year after construction completion.

**STATE REVOLVING LOAN FUND**

**REPAYMENT SCHEDULE**

**Recipient:**           **City of Atlanta**

**Loan Number:**       **CWSRF 98-001**

- (1)    Accrued interest only shall be due **February 1, 2003** the date for commencing payments.
- (2)    Repayment of the principal and subsequent interest shall be due in **79** equal installments in the amount of **One Hundred Ninety-Five Thousand Eighteen and 07/100 Dollars (\$195,018.07)** each, and one final installment in the amount of **One Hundred Ninety-Five Thousand Eighteen and 22/100 Dollars (\$195,018.22)**, commencing on the first day of the third month after the month of the date for commencing payments and continuing quarterly on the first day of each third month thereafter.

**Note:** At the original preparation of the promissory note and loan contract, the Authority has extended the date for commencing payments to a date six months beyond the Local Government's estimated project completion date. This is intended to accommodate possible project completion delays, without having to later revise the contract and promissory note. The Local Government is encouraged to complete the project on or before the estimated completion date. The sooner the loan is closed, the greater the savings to the Local Government in accrued construction interest cost.

STATE REVOLVING LOAN FUND  
BID PROCEDURES

**Recipient:** City of Atlanta

**Loan Number:** CWSRF 98-001

- 1.) Competitive procurement by public bidding is required for construction, construction services, materials and equipment.
- 2.) The governmental entity contracting the work (the Owner) must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is its legal organ or on its Internet website or on an Internet site designated for its legal advertisements.
- 3.) Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.
- 4.) The Owner must require at least 5% Bid Bond or certified check or cash deposit equal to 5% of the contract amount.
- 5.) Sealed bids, with a public bid opening, are required.
- 6.) The Owner must award to the low, responsive, responsible bidder or bidders with reservation of right to reject all bids.
- 7.) The Owner may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays and legal holidays.
- 8.) The Owner must require 100% payment and performance bonds.
- 9.) Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.
- 10.) Prior to disbursement of funds, provide EPD with copies of the following:
  - a) Proof of advertising
  - b) Certified detailed bid tabulation
  - c) Engineers award recommendation
  - d) Governing Body's award resolution
  - e) Executed contract documents, including plans and specifications
  - f) Construction and payment schedules

STATE REVOLVING LOAN FUND  
BID PROCEDURES

**Recipient:** City of Atlanta

**Loan Number:** CWSRF 98-001

- g) Notice to proceed
  - h) Contractor's written oath in accordance with O.C.G.A. 36-91-21 (e). (This is an oath required by law to be provided to the Owner by the contractor. In short, this must state that the Contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.)
  - i) Summary of plans for on-site quality control to be provided by the Owner or Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.
- 11.) If other funding sources are involved which have stricter bidding requirements or if applicable law or ordinance require stricter requirements, these stricter requirements shall govern.
- 12.) If the loan recipient wishes to fund work that may not fully meet the bidding requirements of this loan contract, then prior to bidding this work, it shall submit a written request to the Georgia Environmental Facilities Authority (GEFA) that specific requirements be waived. Based on specific circumstances of the request, GEFA will require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the loan contract bid procedures (public, open, competitive procurement) is satisfied through alternate means.
- 13.) The Owner is required to notify the Construction Management Unit of the Environmental Protection Division at least two weeks prior to pre-construction conferences for work funded under this loan contract and to schedule these conferences so that a representative of this Unit may participate.
- 14.) It is the policy of the State Revolving Loan Fund (SRF) to promote a fair share award of subagreements to small and minority and women's businesses on contracts performed under the SRF. If the successful bidder plans to subcontract a portion of the project, the bidder must submit to EPD, with copy to the owner within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority and women's businesses. Such positive efforts shall include:
- a) Including qualified small and minority and women's businesses on solicitation lists;
  - b) Assuring that small and minority and women's businesses are solicited whenever they are potential sources;
  - c) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
  - d) Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small and minority and women's businesses;
  - e) Using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
  - f) Requiring each party to a subagreement to take the affirmative steps outlined in paragraphs a) through e) of this section.

**STATE REVOLVING LOAN FUND**

**SPECIAL CONDITIONS**

**Recipient:**           **City of Atlanta**

**Loan Number:**       **CWSRF 98-001**

Plans and specifications for all construction contracts must be submitted to EPD Water Protection Branch for review and approval prior to initiation of construction.

STATE OF GEORGIA  
COUNTY OF FULTON

**APPENDIX E**  
**CITY OF ATLANTA**  
**CONTRACT/PROJECT**  
**NO. CWSRF 98-001**

**PROMISSORY NOTE TO**  
**STATE REVOLVING LOAN FUND**

FOR VALUE RECEIVED, CITY OF ATLANTA ("Local Government") promises to pay to the order of the "State Revolving Loan Fund" of the State of Georgia or to the subsequent holder of this note ("Fund"), the principal sum of **ELEVEN MILLION SEVEN HUNDRED AND 00/100 DOLLARS (\$11,700,000)**, or so much of the principal sum as may be disbursed, together with interest.

The outstanding principal balance of this note shall bear interest at the rate of **THREE** and **no/100 percent (3%)** per annum from the date of the Authority's check for each disbursement. Interest shall be computed on a 365-day year, simple interest basis.

Accrued interest only shall be due and payable on the **FIRST day of FEBRUARY, 2003**, (the "date for commencing payments"). Thereafter, if the full principal amount has been disbursed, principal and interest shall be due and payable in **SEVENTY NINE equal installments**, in the amount of **ONE HUNDRED NINETY-FIVE THOUSAND EIGHTEEN AND 07/100 DOLLARS (\$195,018.07)** each, and one final installment in the amount of **ONE HUNDRED NINETY-FIVE THOUSAND EIGHTEEN AND 22/100 DOLLARS (\$195,018.22)**, commencing on the first day of the third month after the month of the date for commencing payments and continuing quarterly on the first day of each third month thereafter.



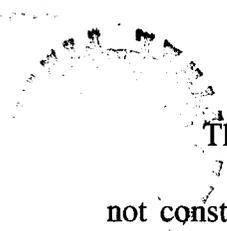
Pursuant only to the contract among the Georgia Environmental Facilities Authority, the Director of the Environmental Protection Division of the State of Georgia ("Director") and Local Government respecting this note, the principal loan amount may be changed or the date for commencing payments may be reset. Principal and interest shall then be due and payable in the newly stated number of equal installments commencing and continuing quarterly on the first day of each third month as provided. Authority shall determine the amount of the installment from standard loan amortization tables for level, quarterly payments over a term of years. Interest which accrues after maturity of this note or after its earlier acceleration shall be due and payable upon demand.

Time is of the essence of this note.

Local Government may prepay the outstanding principal balance of this promissory note in whole or in part together with any accrued interest thereon at any time without penalty or premium.

All payments of principal and interest shall be made in money of the United States at the office of the Authority in Atlanta, Georgia, or at such place as the Authority may designate in writing, and shall be made in funds immediately available in Atlanta, Georgia.

If Local Government fails to make any payment of principal or interest when due, or if Local Government defaults in the performance of any of the terms, covenants or conditions of any agreement or other document concerning this promissory note, including without limitation the contract executed between Authority and Local Government respecting this note, Authority may declare the principal of this obligation and all unpaid interest accrued on it to be due and payable immediately, without prior notice or demand to Local Government.



The failure of Local Government to make any payment of principal or interest or both shall not constitute a default until fifteen days following the due date but Authority shall have no obligation to give Local Government notice of any failure to make such payments.

To help defray the added expense of handling delinquent payments, Local Government agrees to pay immediately upon demand a late charge of 5% of any payment not made on or before the fifteenth day after any such payment is due, together with accrued interest.

Payments shall be applied first to any late charge, then to interest, then to principal. There is no intent for any payment to exceed any legal limit on interest, if any such legal limit applies. If an excess sum occurs, it shall be applied to principal unless Local Government elects its return in writing.

Any payment not made within fifteen days of the date due shall be considered a payment not paid when due within the meaning of O.C.G.A. Sec. 50-23-20, or similar provision of law, and the Authority shall notify the Director of the Fiscal Division of the Department of Administrative Services. The Director shall withhold all funds of the State and all funds administered by the State, its boards, agencies, and instrumentalities, which funds are allotted to Local Government until Local Government has paid all sums due Authority and has cured or corrected all defaults under this promissory note and any accompanying agreement or other document.

Local Government waives presentment for payment, demand, protest, and notice of non-payment. Neither a failure to accelerate for default nor acceptance of a past due installment shall be a novation of this promissory note or a waiver of the right to insist upon strict compliance with it and with accompanying agreements and documents.



Local Government shall pay all costs of collection, including but not limited to reasonable attorney's fees if Authority endeavors to collect this note in any manner through an attorney at law. The rights and remedies of Authority provided in this promissory note are cumulative and not exclusive of any other rights and remedies afforded Authority by law or by any other agreement or document.

This promissory note shall be governed by and construed and interpreted in accordance with the laws of the State of Georgia.

In witness whereof, Local Government has caused this promissory note to be executed under its seal as of this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**CITY OF ATLANTA**

By: \_\_\_\_\_

Printed Name: **SPECIMEN**

Title: \_\_\_\_\_

Attest:

(Affix Local Government Seal)

Name: **SPECIMEN**

Title: \_\_\_\_\_

STATE OF GEORGIA  
COUNTY OF FULTON

CITY OF ATLANTA  
CONTRACT/PROJECT  
NO. CWSRF 98-001

**PROMISSORY NOTE TO  
STATE REVOLVING LOAN FUND**

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In witness whereof, Local Government has caused this promissory note to be executed under its seal as of this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**CITY OF ATLANTA**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

(Affix Local Government Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

02-0-0564

(Do Not Write Above This Line)

AN ORDINANCE  
3Y

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACTUAL AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE GEORGIA ENVIRONMENTAL FACILITIES AUTHORITY STATE REVOLVING FUND LOAN PROGRAM; FOR THE PURPOSE OF SECURING A LOAN IN THE AMOUNT OF \$11,700,000; TO CORRECT DETERIORATING CONCRETE PIPING AND EXISTING ASSOCIATED DETERIORATED OR ABANDONED SEWER STRUCTURES; SANITARY SEWERS INCLUDE SOME 5,000 LINEAR FEET OF THE LAKEWOOD AVENUE OUTFALL AND APPROXIMATELY 8,300 LINEAR FEET OF THE TENTH WARD SANITARY SEWER TRUNK.

ADOPTED BY

APR 01 2002

COUNCIL

AS AMENDED

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1/4 ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred 3/18/02

Referred To Finance Exec

Date Referred

Referred To

Date Referred

Referred To

First Reading

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Referred to \_\_\_\_\_

Committee Finance Executive  
Date 3/27/02  
Chair Delia G. Ford  
Action AS SUBSTITUTED  
Fav, Adv, Held (see rev. slide) one substituted  
Others \_\_\_\_\_  
Members Alan Muller

Refer To

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Action \_\_\_\_\_  
Fav, Adv, Held (see rev. slide) \_\_\_\_\_  
Others \_\_\_\_\_  
Members \_\_\_\_\_

Refer To

Committee \_\_\_\_\_

Date \_\_\_\_\_

Chair \_\_\_\_\_

Action \_\_\_\_\_

Fav, Adv, Held (see rev. slide) \_\_\_\_\_  
Others \_\_\_\_\_

Members \_\_\_\_\_

Refer To

Committee \_\_\_\_\_

Date \_\_\_\_\_

Chair \_\_\_\_\_

Action \_\_\_\_\_

Fav, Adv, Held (see rev. slide) \_\_\_\_\_  
Others \_\_\_\_\_

Members \_\_\_\_\_

Refer To

FINAL COUNCIL ACTION

2nd Reading  
 1st & 2nd Reading  
 3rd Reading

Consent Vote  
 V Vote  
 RC Vote

CERTIFIED

**CERTIFIED**  
APR 1 2002  
*[Signature]*  
COUNCIL PRESIDENT PROTEM

**CERTIFIED**  
APR 01 2002  
*[Signature]*  
MUNICIPAL CLERK

MAYOR'S ACTION

*[Signature]*  
APR 05 2002  
MAYOR

RCS# 3635  
4/01/02  
2:42 PM

Atlanta City Council

Regular Session

CONSENT I

Except; 02-R-0531; 02-R-0499; R-0497; R-0561  
02-R-0498; 02-R-0588; 02-R-0589; 02-R-0513

ADOPT

YEAS: 14  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 1  
EXCUSED: 0  
ABSENT 1

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	B Woolard

ITEM (S) REMOVED FROM  
CONSENT AGENDA  
02-R-0497  
02-R-0498  
02-R-0499  
02-R-0513  
02-R-0531  
02-R-0561  
02-R-0589

**CORRECTED COPY**

CONSENT I

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**04/01/02 Council Meeting**

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**ITEMS ADOPTED ON  
CONSENT AGENDA**

**ITEMS ADOPTED ON  
CONSENT AGENDA**

**ITEMS  
ADVERSE  
ON CONSENT  
AGENDA**

1. 02-O-0562
2. 02-O-0564
3. 02-O-0566
4. 02-O-0568
5. 02-O-0582
6. 02-O-0389
7. 02-O-0392
8. 02-O-0390
9. 02-O-0458
10. 02-O-0394
11. 02-O-0397
12. 02-O-0399
13. 02-O-0400
14. 02-O-0401
15. 02-O-0402
16. 02-O-0403
17. 02-O-0404
18. 02-O-0405
19. 02-O-0408
20. 02-R-0464
21. 02-R-0494
22. 02-R-0495
23. 02-R-0496
24. 02-R-0500
25. 02-R-0560
26. 02-R-0569
27. 02-R-0570
28. 02-R-0571
29. 02-R-0572
30. 02-R-0573
31. 02-R-0574
32. 02-R-0595
33. 02-R-0596

34. 02-R-0486
35. 02-R-0511
36. 02-R-0587
37. 02-R-0492
38. 02-R-0493
39. 02-R-0557
40. 02-R-0521
41. 02-R-0522
42. 02-R-0523
43. 02-R-0524
44. 02-R-0525
45. 02-R-0526
46. 02-R-0527
47. 02-R-0528
48. 02-R-0529
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53. 02-R-0556
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55. 02-R-0585
56. 02-R-0586
57. 02-R-0349
58. 02-R-0506
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