



**A RESOLUTION AS AMENDED
BY COUNCILMEMBER IVORY YOUNG**

A RESOLUTION *RESCINDING RESOLUTION 02-R-0365* AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING AMONG THE CITY OF ATLANTA, THE ATLANTA HIGH INTENSITY DRUG TRAFFICKING AREA, THE METRO ATLANTA CRIME COMMISSION, AND THE GEORGIA NATIONAL GUARD TO PROVIDE FOR THE DEMOLITION OF VACANT OR ABANDONED STRUCTURES IDENTIFIED AS UNFIT FOR HUMAN HABITATION PURSUANT TO THE CITY'S HOUSING CODE AND LOCATED IN THE ENGLISH AVENUE AND VINE CITY NEIGHBORHOODS AT NO COST TO THE CITY; AND FOR OTHER PURPOSES.

WHEREAS, certain unsafe properties within the English Avenue and Vine City neighborhoods have been evaluated by the City of Atlanta In Rem Board and ordered demolished pursuant to the City of Atlanta Housing Code; and

WHEREAS, the Georgia National Guard is able to provide personnel and equipment to cause the demolition of structures identified by the Atlanta Police Department as drug havens/crack houses; and

WHEREAS, to facilitate demolition of these properties, the Georgia National Guard (with the consent of the property owner), has volunteered to provide construction demolition services, without cost, to the City of Atlanta or to the property owner; and

WHEREAS, the City's participation in this effort is primarily to provide a list of properties located in the English Avenue and Vine City communities which have been the subject of the City's In Rem Demolition Process; and

WHEREAS, the Atlanta High Intensity Drug Trafficking Area has agreed to pay certain costs associated with this effort, including but not limited to the payment of all dumping fees for the disposal of rubbish and debris resulting from the demolitions; and

WHEREAS, the Metro Atlanta Crime Commission has agreed to pay other costs associated with this effort such as the cost of fuel for the National Guard equipment and housing and meal costs for the National Guard personnel; and

WHEREAS, this cooperative effort, known as "Operation Crackdown 2002", is in the best interest of the City and does not require the commitment or expenditure of any City funds.

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

Section 1: The Mayor is hereby authorized to execute, on behalf of the City of Atlanta, a



Memorandum of Understanding between the City of Atlanta, the Atlanta High Intensity Drug Trafficking Area, the Metro Atlanta Crime Commission, and the Georgia National Guard, to provide for the demolition of vacant or abandoned structures in the English Avenue and Vine City communities (a map of which is attached hereto as Exhibit A), that have been identified as unfit for human habitation and identified as drug havens/crack houses by the Atlanta Police Department through the use of official calls for service, arrest warrants, and arrests.

Section 2: Demolition efforts associated with "Operation Crackdown 2002" shall be limited to the list of properties with demolition orders issued by the In Rem Board.

Section 3: The demolition activities set forth in the proposed Memorandum of Understanding (attached hereto as Exhibit B) shall be at no cost to the City.

Section 4: The memorandum of Understanding regarding this project shall be substantially in the form of Exhibit B, which is attached to this Resolution.

Section 5: The Council further resolves:

- a) The authority to designate a property for demolition and to issue a legally recognized order for demolition shall continue to rest solely with the In Rem Board and not with any other entities, including law enforcement agencies at the local, county, state, or federal level and all applicable laws or Ordinances shall remain in effect.
- b) The only recognized criterion for demolition shall be structural deterioration and any other applicable laws.
- c) The authority to propose a structure for demolition on the basis of structural deterioration shall rest solely with the City of Atlanta Housing Code Inspectors or with the consent of the property owner and not with local, county, state, or federal law enforcement officers.
- d) The Memorandum of Understanding does not repeal existing laws and the criteria for ordering demolition of structures shall remain as stated in the City's Housing Code and all other applicable laws.
- e) The authority to request housing code compliance inspection by the City of Atlanta code enforcement inspectors shall continue to rest with members of the public, including law enforcement officers.
- f) All affected property owners shall be accorded due process pursuant to all existing laws. The In Rem process, which provides for notice, public hearing, opportunity to remedy deficiencies, and defense of charges, shall continue in force.
- g) Except for authorized law enforcement, armed personnel will not participate in Operation Crackdown 2002.
- h) For purposes of this program, demolition of structures will only be performed with written



consent of the property owner.

- i) Additional properties in this program, which are considered for demolition, shall be forwarded in advance to the applicable Neighborhood Planning Unit and affected neighborhood associations for their review and recommendations before such properties are selected for demolition.

- (j) Any such proposal for demolition of deteriorated properties to be performed by an outside agency, shall have the consensus of the District Councilmember, and of the appropriate Neighborhood Planning Unit and the affected civic associations.

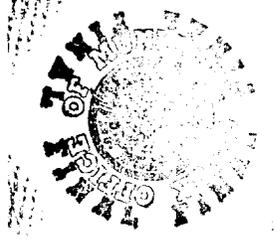
Section 6: Resolution 02-R-0365 adopted March 4, 2002 and approved March 12, 2002 is hereby rescinded.

A true copy,

Rhonda Daughton Johnson
Municipal Clerk, CMC

ADOPTED as amended by the Council
APPROVED by the Mayor

APR 01, 2002
APR 03, 2002



MEMORANDUM OF UNDERSTANDING

Between

City of Atlanta, Georgia

Atlanta High Intensity Drug Trafficking Area

Metro Atlanta Crime Commission

Georgia National Guard

THIS MEMORANDUM OF UNDERSTANDING, between the City of Atlanta, Georgia, (COA), Atlanta High Intensity Drug Trafficking Area (HIDTA), Metro Atlanta Crime Commission (MACC), and the Georgia National Guard (GNG), made and entered into this ____ day of _____, 2002, by and between the City of Atlanta, Georgia also referred to as "City", the Atlanta High Intensity Drug Trafficking Area, also referred to as "HIDTA", the Metro Atlanta Crime Commission also referred to as "MACC", and the Georgia National Guard also referred to as "GNG." This document is intended to facilitate expeditious resolution of responsibilities of all parties involved.

Whereas, GNG is in a position to furnish directly, personnel and equipment hereinafter described in Article I hereof which the City has required and has determined to be obtained from GNG and the GNG concurring with



such determination: Now, therefore, the City, HIDTA, MACC, and GNG mutually understand and agree as follows:

MISSION STATEMENT

OPERATION CRACKDOWN 2002

Certain unsafe properties within the English Avenue and Vine City neighborhoods (a map of which is attached and made a part hereof) have been evaluated by the City of Atlanta In Rem Board and ordered demolished in accordance with the City of Atlanta Housing Code. To facilitate demolition of these properties, the Georgia National Guard (with the consent of the owner) has volunteered to provide construction demolition services, without cost, to the City of Atlanta or to the property owner. After demolition, the properties will be made clean and safe.

This cooperative effort has the potential to save the City of Atlanta and its taxpayers millions of dollars in demolition costs and will further the City's efforts in strengthening its financial condition.

Additionally, this effort allows for the prevention of vacant and abandoned structures from becoming drug havens and crack houses. In furtherance of this objective, the Atlanta High Intensity Drug Trafficking Area, the Metro Atlanta Crime Commission, and the Georgia National Guard have pledged their full cooperation and assistance by providing construction demolition services at no cost to the City.



With the goal of eradicating the community of drug havens, crack houses, and unsafe buildings, the City of Atlanta, the Atlanta High Intensity Drug Trafficking Area, the Metro Atlanta Crime Commission, and the Georgia National Guard enter into the following:

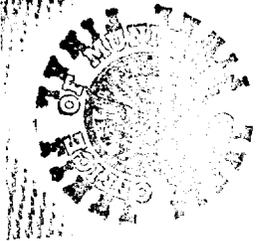
ARTICLE I: TITLE AND DESCRIPTION OF MISSION

To clear, grub, rough grade, and to perform limited fill operations on vacant and abandoned structures within the City of Atlanta identified as drug havens/crack houses by the Atlanta Police Department through official calls for service, arrest warrants, and arrests and upon which the City's In Rem Board has issued demolition orders. The Georgia National Guard will provide service members and equipment to perform work on the project for City. The project consists of the following:

- a. Demolish vacant and abandoned structures through the use of heavy engineer equipment.
- b. Haul and dump materials and remains of the demolished structures.

ARTICLE II: COMMITMENTS AND RESPONSIBILITIES

<u>Responsible Party</u>	<u>Action</u>
City of Atlanta	Provide the initial list of properties to be demolished pursuant to orders issued by the In Rem Board (any additional properties scheduled



for demolition shall be forwarded to the appropriate NPU and affected neighborhood associations for their review and recommendations before such properties are demolished)

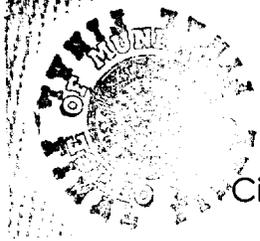
City of Atlanta Obtain written consent of each property owner authorizing demolition of the structures identified for demolition by the In Rem Board and located on their property

City of Atlanta Provide proofs of ownership of the property and/or hold harmless agreements on which the work will be accomplished

City of Atlanta Clearly mark property lines prior to starting the project

City of Atlanta Maintain total responsibility for the Environmental Protection Agency (EPA) coordination and EPA required actions, prior to the actual start of the project

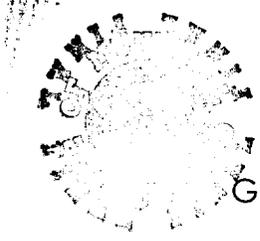
City of Atlanta Provide a written statement to Georgia National Guard that EPA coordination has been made and the City assumes all EPA responsibility



- City of Atlanta Provide a written statement that the site has no historical significance and there are no known burial sites on the property
- City of Atlanta Provide a written statement that all utilities have been disconnected from the structure
- City of Atlanta In-place Silt Fence along any creek bank before Ga. National Guard starts the project
- City of Atlanta Provide a security detail from Atlanta Police Department while on site
- City of Atlanta Provide a City representative from the Department of Planning, Development, and Neighborhood Conservation to be present on the project site while service members are working on the project
- City of Atlanta Provide final clean-up of property (removal of nails, glass, etc.) to ensure a safe area for the community
- City of Atlanta Provide an escort for emergency transportation of any injured service member to an emergency medical facility
- High Intensity Drug



Trafficking Area (HIDTA)	Provide Department of Transportation approved covers to be installed on National Guard 5-ton dump trucks
HIDTA	Pay all dump fees to City of Atlanta, to include the cost of overtime of employees, if required
HIDTA	Pay cost of fuel consumed to complete the project
HIDTA	Provide construction dumpsters for small construction refuse and debris from after-demolition cleanup
Metro Atlanta Crime Commission (MACC)	Pay cost of portable latrines for duration of project
MACC	Pay all housing cost and meal cost for service members
MACC	Pay costs for equipment parts required on an "emergency" basis
MACC	Provide emergency medical services on site for service members
Ga. National Guard	Provide service members to complete project



Ga. National Guard Provide two D7 dozers, two 2 1/2 CY scoop loaders, five 5-ton dump trucks and two 20-ton dump trucks

Ga. National Guard Provide military medical assistance team on project site

Ga. National Guard Provide transportation of service members and equipment to and from the project site

Ga. National Guard Provide maintenance of equipment used on project

Ga. National Guard Coordinate with Metro Atlanta Crime Commission for quarters and meals for soldiers working on the project

ARTICLE III: AMENDMENTS

Any change in personnel, equipment, responsibility, commitment or project scope to be furnished under this memorandum of understanding shall be formalized by an appropriate written amendment which shall outline in detail the exact nature of the change.

ARTICLE IV: EFFECTIVE DATE

This memorandum of understanding is effective as of the date approved and signed by all parties.



ARTICLE V: EXPIRATION

This memorandum of understanding shall remain in effect until 01 October 2002.

ARTICLE VI: APPROVAL

This memorandum of understanding and any amendments thereof shall be subject to written approval of all parties and shall not be binding until so approved.

ARTICLE VII: RELEASE OF CLAIMS

The City of Atlanta, Georgia for itself, its employees, successors and assigns hereby releases, remises, and acquits and discharges The United States of America, The State of Georgia, and The Georgia National Guard from any and all claims arising out of or incurred in the course of the herein before described project, and hereby agrees to hold harmless The United States of America, The State of Georgia, and The Georgia National Guard for any injury to persons or damage to property by virtue of this agreement.

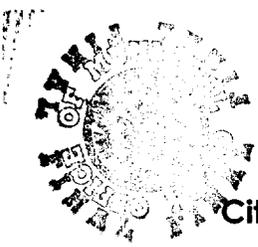
ARTICLE VIII: CLAIMS

The City's claim process shall continue to be an avenue for the resolution of allegations of injury and or damage to persons or property.



ARTICLE IX: TERMS AND CONDITIONS

This memorandum of understanding is expressly made to all terms and conditions outlined herein between the City of Atlanta, Atlanta High Intensity Drug Trafficking Area, Metro Atlanta Crime Commission, and the Georgia National Guard and in the event of any conflict; the terms of this memorandum shall be controlling. The City of Atlanta, Atlanta High Intensity Drug Trafficking Area, Metro Atlanta Crime Commission, and the Georgia National Guard agree to the provisions of this memorandum of understanding as indicated by the signatures of their duly authorized officers.



City of Atlanta

By: _____

Title: _____

Date: _____

—

Atlanta High Intensity Drug Trafficking Area

By: _____

Title: _____

Date: _____

—

Metro Atlanta Crime Commission

By: _____

Title: _____

Date: _____

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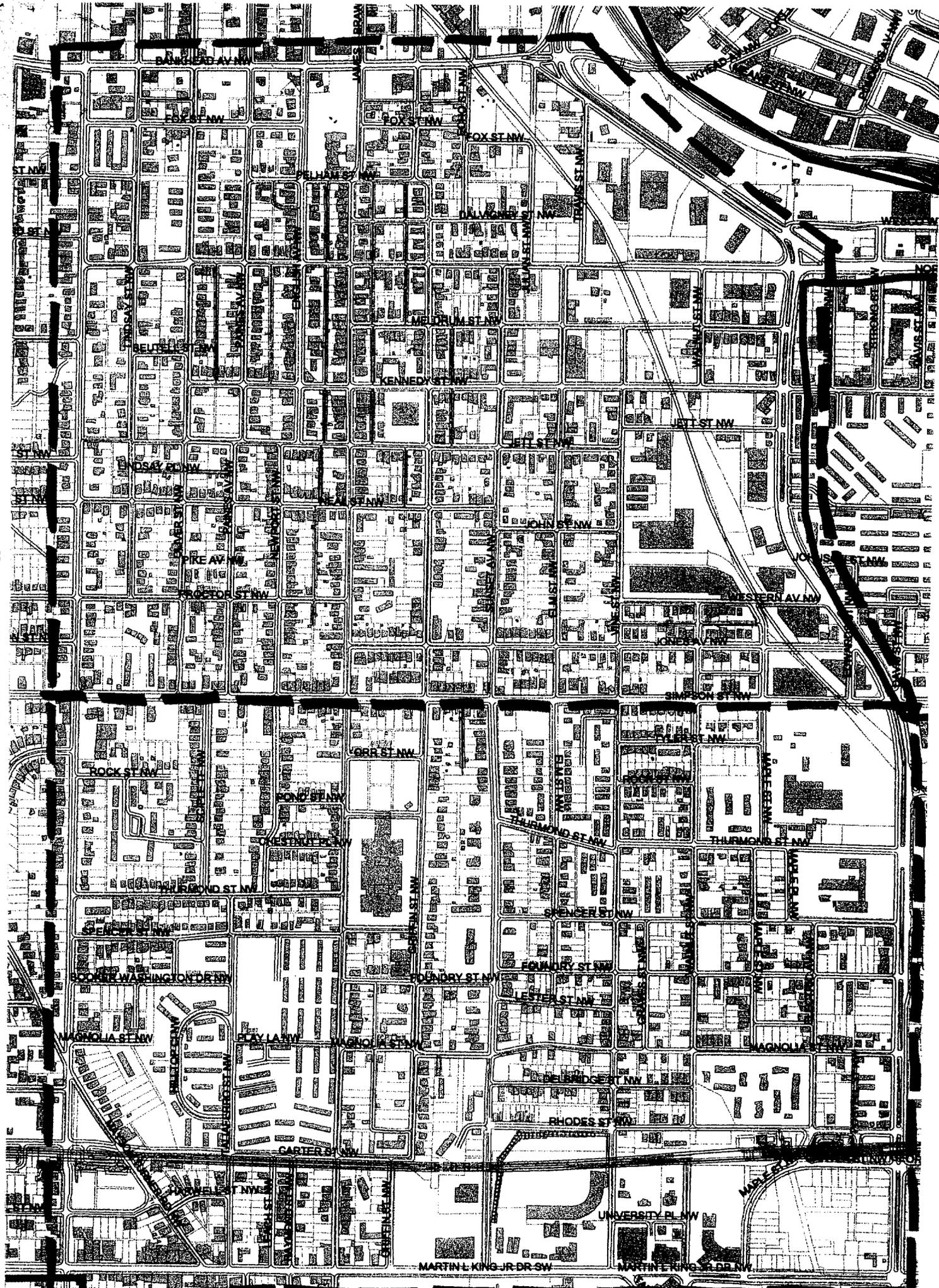
Georgia National Guard

BY: _____

Title: David B. Poythress, Major General, The Adjutant General

Date: _____

EXHIBIT A



RCS# 3681
4/01/02
6:12 PM

Atlanta City Council

Regular Session

02-R-0692

Young Resolution; Memorandum of
Understanding Re. English Ave./Vine City
ADOPT AS AMEND

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

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

CORRECTED COPY

02-R-0692

RCS# 3680
4/01/02
6:11 PM

Atlanta City Council

Regular Session

02-R-0692

Young Resolution; Memorandum of
Understanding Re. English Ave./Vine City
AMEND#1

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

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

CORRECTED COPY

02-R-0692

02-R-0692

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A RESOLUTION AS AMENDED
BY COUNCILMEMBER IVORY YOUNG

A RESOLUTION RESCINDING RESOLUTION 02-R-0365 AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING AMONG THE CITY OF ATLANTA, THE ATLANTA HIGH INTENSITY DRUG TRAFFICKING AREA, THE METRO ATLANTA CRIME COMMISSION, AND THE GEORGIA NATIONAL GUARD TO PROVIDE FOR THE DEMOLITION OF VACANT OR ABANDONED STRUCTURES IDENTIFIED AS UNFIT FOR HUMAN HABITATION PURSUANT TO THE CITY'S HOUSING CODE AND LOCATED IN THE ENGLISH AVENUE AND VINE CITY NEIGHBORHOODS AT NO COST TO THE CITY; AND FOR OTHER PURPOSES.

AS AMENDED

- 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:

First Reading

Committee _____
 Date _____
 Chair _____
 Referred to _____

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

ADOPTED BY

APR 01 2002

COUNCIL
Refer To

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

FINAL COUNCIL ACTION

- 2nd
- 1st & 2nd
- 3rd
- Readings
- Consent
- V Vote
- RC Vote

CERTIFIED

CERTIFIED
 APR 1 2002
 Council President Pro Tem

CERTIFIED
APR 01 2002

[Signature]
 DEPUTY MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

[Signature]
 APR 01 2002
 MAYOR