



CITY COUNCIL
ATLANTA, GEORGIA

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ATLANTA, GEORGIA

AN ORDINANCE
BY FINANCE/EXECUTIVE COMMITTEE

03-0 -2108

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH DEKALB COUNTY, GEORGIA, CONSENTING TO THE ALLOCATION OF GOVERNMENTAL SERVICES TO BE PROVIDED TO PROPERTY OWNED AND DEVELOPED BY DEGAGE PROPERTIES, INC. WHICH IS LOCATED BOTH IN THE CITY OF ATLANTA AND DEKALB COUNTY WHICH WILL TRAVERSE JURISDICTIONAL BOUNDARIES; AND FOR OTHER PURPOSES.

WHEREAS, Denage Properties, Inc. is the owner of certain real property located at 1078 Moreland Avenue more particularly described in Exhibit "A" (the "Property"). The Property is located both in the city limits of Atlanta and in unincorporated DeKalb County; and

WHEREAS, Denage Properties, Inc. proposes to develop said property and construct improvements thereon consisting of a 32 attached single family residential units and related amenities (hereinafter the "Improvements"), such Improvements to be located both in the city limits of Atlanta and in unincorporated DeKalb County; and

WHEREAS, pursuant to these Improvements five of the residential units will be located in the City of Atlanta, 27 residential units will be located in unincorporated DeKalb County;

WHEREAS, in order to ensure the orderly, economical and logical provision of certain public services to the Property, an Intergovernmental Agreement between the City of Atlanta and DeKalb County, is desirable to resolve potential governmental conflicts concerning building permits, certificates of occupancy, building code enforcement and water and sanitary sewer service, as well as to define the first responder for police, fire and emergency services for the structure that bisects jurisdictional lines;

WHEREAS, an Intergovernmental Agreement is required by Article IX, Section II, Paragraph 3(b)(1) of the Georgia Constitution, to provide for the provision of certain public services by local governments outside of their jurisdictional boundaries; and

WHEREAS, the Council of the City of Atlanta deems it to be in the best interests of the City to enter into such an Intergovernmental Agreement;



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

SECTION ONE

That the Mayor be authorized to execute an Intergovernmental Agreement on behalf of the City of Atlanta with DeKalb County which provides for the delivery of certain public services to the Property and which addresses the provision of overlapping services between jurisdictions.

SECTION TWO

That the Intergovernmental Agreement be in a form similar to that attached as Exhibit "B" hereto. This agreement shall not be binding on the City, and the City shall not incur liability on same until it is executed by the Mayor, and delivered to the contracting parties.

SECTION THREE

That any provision of Part 8, Chapter 2, of the Code of ordinances pertaining to permitting, payment of fees and building code enforcement are hereby waived to the extent of any conflict with the delegation of such authority to DeKalb County.

SECTION FOUR

That all other ordinances and parts of ordinances in conflict herewith be waived for this time only.

A true copy

A handwritten signature in black ink, appearing to be "K. M. ...", written over a horizontal line.

Deputy Clerk

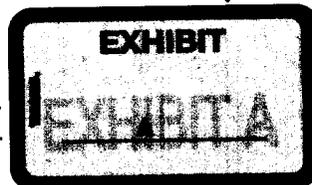
ADOPTED by the City Council
APPROVED by the Mayor

December 1, 2003
December 9, 2003

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 145 of the 15th District of DeKalb County, Georgia, and more particularly described as follows:

Beginning at a point at the center line of Skyhaven Road of the Easternly side of Moreland Avenue which is 463 feet South of the East side of Land Lot 145 as measured along the eastern side of Moreland Avenue; running thence north 06 degrees 16 minutes 12 seconds East a chord distance of 187.26 feet along the easternly side of Moreland Avenue to a point; running thence South 83 degrees 53 minutes 27 seconds East 20.0 feet to a point; running thence South 06 degrees 16 minutes 12 seconds West 187.26 feet to a point; running thence North 83 degrees 51 minutes 51 seconds West 20.0 feet to a point on the Easternly side of Moreland Avenue and the point of beginning. Being improved property known as No. 1078 Moreland Avenue according to the present system of numbering houses in DeKalb County, Georgia and as more particularly known on a survey for Degage Properties Inc. prepared by Solar Land Surveying.



INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2003 by and between the CITY OF ATLANTA, a political subdivision of the State of Georgia (the "City") and DEKALB COUNTY, a political subdivision of the State of Georgia ("DeKalb").

WITNESSETH:

WHEREAS, Degage Properties, Inc., is the owner of certain real property located at Moreland Avenue, which property is more particularly shown in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"). The Property is located in the City (within DeKalb County) and in unincorporated DeKalb; and

WHEREAS, Degage proposes to develop the Property into a subdivision with thirty-two (32) single family dwellings with related amenities (the "Developments"), such Developments to be located in both the City and in unincorporated DeKalb (hereinafter referred to as the "Project"); and

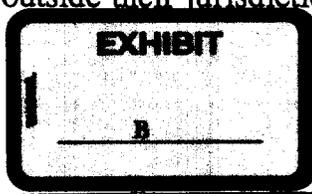
WHEREAS, the Project is more particularly described in detailed plans and specifications, including without limitation, engineers' and architects' drawings and further including that certain Preliminary Plat prepared by Geoderm Engineers & Scientists, Inc., dated September 30, 2002, a copy of which has been delivered to and received and reviewed by the City and DeKalb (the "Plat"); and

WHEREAS, pursuant to the Plat, five of the residences will be located in the City and 27 of the residences will be located in the unincorporated portion of DeKalb; and

WHEREAS, the Property currently is zoned by all governmental jurisdictions to accommodate the Project as reflected in the Plat; and

WHEREAS, in order to ensure the orderly, economical and logical provision of certain public services to the residents and owners of the Project, the City and DeKalb wish to resolve any potential governmental conflicts concerning land disturbance permits, building permits, certificates of occupancy, and building code enforcement for one or more structures which are bisected by jurisdictional lines, and to provide for water service and sewer service to the entire Project; and

WHEREAS, Article IX, Section II, Paragraph 3(b)(1) of the Georgia Constitution authorizes and requires local governments to enter into agreements with each other for the provision of certain public services outside their jurisdictional limits.



FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, the City and DeKalb do hereby agree as follows:

1.

The parties agree that DeKalb shall have exclusive jurisdiction for approving, inspecting and permitting for the sanitary sewer lines to serve the project which are to be located within the City, pursuant to the ordinances and regulations of DeKalb. In addition, the parties agree that the City shall have exclusive jurisdiction for approving, inspecting, and permitting for the water lines to serve the Project that are located within DeKalb, pursuant to the ordinances and regulations of the City. Nothing herein shall be construed to allocate or confer responsibility or jurisdiction over the Project for matters not expressly set forth herein, including, without limitation, issues relating to emergency services, law enforcement, judicial services, fire protection and other similar services. Such services shall be provided by the jurisdiction in which the relevant portion of the Project is located.

2.

The City agrees that DeKalb shall receive and review the plans and specifications for the necessary permits for the design and construction of the Project. DeKalb will collect all fees applicable for the necessary permits for the design and construction of the Project. DeKalb will collect all fees applicable to such permitting and inspections.

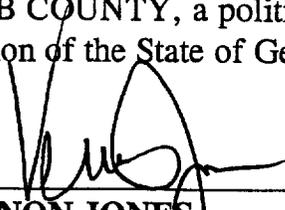
3.

DeKalb assumes all responsibility for the approval and issuance of all permits relating to construction of the Project and shall further be responsible for all inspections of the Project, including inspections to be conducted after the issuance of the certification of occupancy ("C.O.") for the Project; all in accordance with applicable DeKalb laws, ordinances and regulations. DeKalb shall have sole and final authority to issue a C.O. for the Project.

4.

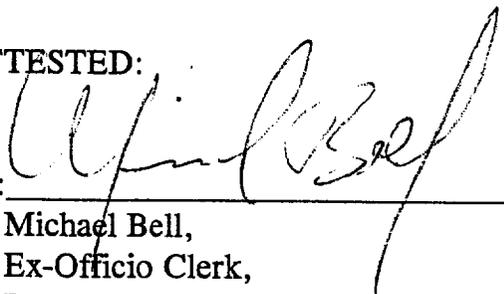
The City shall provide water service to the entire Project from existing water mains in Moreland Avenue, as more particularly shown on the Plat. The City of Atlanta Water Bureau will receive the application for such service, collect the appropriate tap fees and make the necessary connections. The City shall bill for water usage at the Project in accordance with standard practices and procedures.

DEKALB COUNTY, a political
subdivision of the State of Georgia

By:  (SEAL)

VERNON JONES
Chief Executive Officer
DeKalb County, Georgia

ATTESTED:

By: 

Michael Bell,
Ex-Officio Clerk,
Board of Commissioners
DeKalb County, Georgia

APPROVED AS TO FORM:



Charles Hicks
County Attorney

APPROVED AS TO SUBSTANCE:



Raymond R. White
Director of Planning

RCS# 5190
12/01/03
5:15 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I EXCEPT: 1698,1851,1852,1881,
1309,2087,1719,1845,2164,
ADOPT

YEAS: 15
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 0

Y Smith	Y 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	NV Woolard

CONSENT I

			12-01-03 Council Meeting
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 03-O-1875	42. 03-R-1830	81. 03-R-2030	122. 03-R-2071
2. 03-O-1876	43. 03-R-1849	82. 03-R-2031	123. 03-R-2072
3. 03-O-1965	44. 03-R-2120	83. 03-R-2032	124. 03-R-2073
4. 03-O-2153	45. 03-R-2121	84. 03-R-2033	125. 03-R-2074
5. 03-O-1376	46. 03-R-2122	85. 03-R-2034	126. 03-R-2075
6. 03-O-1963	47. 03-R-2125	86. 03-R-2035	127. 03-R-2076
7. 03-O-1841	48. 03-R-2160	87. 03-R-2036	128. 03-R-2077
8. 03-O-1377	49. 03-R-2000	88. 03-R-2037	129. 03-R-2078
9. 03-O-1837	50. 03-R-2001	89. 03-R-2038	130. 03-R-2079
10. 03-O-1880	51. 03-R-2002	90. 03-R-2039	131. 03-R-2080
11. 03-O-1896	52. 03-R-2003	91. 03-R-2040	132. 03-R-2081
12. 03-O-1897	53. 03-R-2126	92. 03-R-2041	133. 03-R-2082
13. 03-O-1898	54. 03-R-2127	93. 03-R-2042	134. 03-R-2083
14. 03-O-1888	Items Adversed on consent	94. 03-R-2043	135. 03-R-2084
15. 03-O-2108	55. 03-R-2004	95. 03-R-2044	136. 03-R-2085
16. 03-O-2142	56. 03-R-2005	96. 03-R-2045	137. 03-R-2086
17. 03-O-2143	57. 03-R-2006	97. 03-R-2046	138. 03-R-2087
18. 03-O-2144	58. 03-R-2007	98. 03-R-2047	139. 03-R-2088
19. 03-O-1899	59. 03-R-2008	99. 03-R-2048	140. 03-R-2089
20. 03-O-2146	60. 03-R-2009	100. 03-R-2049	141. 03-R-2090
21. 03-R-2110	61. 03-R-2010	101. 03-R-2050	142. 03-R-2091
22. 03-R-2111	62. 03-R-2011	102. 03-R-2051	143. 03-R-2128
23. 03-R-2112	63. 03-R-2012	103. 03-R-2052	144. 03-R-2129
24. 03-R-2113	64. 03-R-2013	104. 03-R-2053	145. 03-R-2130
25. 03-R-2114	65. 03-R-2014	105. 03-R-2054	146. 03-R-2131
26. 03-R-2115	66. 03-R-2015	106. 03-R-2055	147. 03-R-2132
27. 03-R-2116	67. 03-R-2016	107. 03-R-2056	148. 03-R-2133
28. 03-R-2139	68. 03-R-2017	108. 03-R-2057	
29. 03-R-2140	69. 03-R-2018	109. 03-R-2058	
30. 03-R-2154	70. 03-R-2019	110. 03-R-2059	
31. 03-R-2166	71. 03-R-2020	111. 03-R-2060	
32. 03-R-2117	72. 03-R-2021	112. 03-R-2061	
33. 03-R-2158	73. 03-R-2022	113. 03-R-2062	
34. 03-R-2156	74. 03-R-2023	114. 03-R-2063	
35. 03-R-2165	75. 03-R-2024	115. 03-R-2064	
36. 03-R-2118	76. 03-R-2025	116. 03-R-2065	
37. 03-R-2119	77. 03-R-2026	117. 03-R-2066	
38. 03-R-2124	78. 03-R-2027	118. 03-R-2067	
39. 03-R-2150	79. 03-R-2028	119. 03-R-2068	
40. 03-R-2152	80. 03-R-2029	120. 03-R-2069	
41. 03-R-2159		121. 03-R-2070	

(Do Not Write Above This Line) **2108**

AN ORDINANCE

BY: FINANCE/EXECUTIVE COMMITTEE

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH DEKALB COUNTY, GEORGIA, CONSENTING TO THE ALLOCATION OF GOVERNMENTAL SERVICES TO BE PROVIDED TO PROPERTY OWNED AND DEVELOPED BY DEGAGE PROPERTIES, INC. WHICH IS LOCATED BOTH IN THE CITY OF ATLANTA AND DEKALB COUNTY WHICH WILL TRAVERSE JURISDICTIONAL BOUNDARIES; AND FOR OTHER PURPOSE

ADOPTED BY

DEC 01 2003

COUNCIL

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

Date Referred 11/17/03

Referred To: Finance / Executive

Date Referred

Referred To:

Date Referred

Referred To:

Committee FIN First Reading 11-12-03
 Date 11-25-03
 Chair F. J. [Signature]
 Referred To FIN 2 Reading

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

Members
 [Signatures]

Refer To
 [Signatures]

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

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd
 Consent V Vote RC Vote

CERTIFIED
 DEC 01 2003
 [Signature]

DEC 01 2003
 [Signature]

MAYOR'S ACTION
 DEC 09 2003
 [Signature]
 MAYOR