



**AN ORDINANCE *Substitute*
BY COUNCIL MEMBER CLETA WINSLOW**

AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA (THE "AUTHORITY") AND THE CITY OF ATLANTA PERTAINING TO THE PERFORMANCE OF CERTAIN PUBLIC IMPROVEMENTS BY THE AUTHORITY FOR THE BENEFIT OF THE CITY OF ATLANTA; TRANSFERRING APPROPRIATIONS IN THE AMOUNT OF \$2,614,700 TO FUND A PORTION OF SAID PUBLIC IMPROVEMENTS; AND FOR OTHER PURPOSES.

WHEREAS, The Housing Authority of the City of Atlanta, Georgia (the "Authority") (together with its development partner, Harris Redevelopment, LLC, a joint venture of Integral Properties, LLC, a Georgia limited liability company (f/k/a The Integral Group, L.L.C.), Real Estate Strategies, LLC, and the Authority) is engaged in the revitalization of the Harris Homes public housing community ("Harris Homes") into a new mixed-use, mixed-income community; and

WHEREAS, the revitalization includes the demolition of 510 distressed units and related facilities and the redevelopment of Harris Homes into a new master planned, mixed income, mixed finance, mixed use community, including 750 multifamily rental units on-site comprised of garden-style, mid-rise, and townhouse style units, an independent living elderly facility, approximately 30,000 sq. ft. in retail space, a 100+ room hospitality facility, a covered parking lot, a new multipurpose community center which incorporates an early childhood learning facility, and medical center, as well as approximately 75 newly constructed for-sale homes reserved for sale to families who have graduated from the public housing or other AHA affordable housing program with first priority to families who formerly lived at Harris Homes; and

WHEREAS, Phase I of the revitalization of Harris Homes will close in July 2003 and will include 196 mixed income rental units comprised of both townhouses and garden-style apartments; and

WHEREAS, the revitalization will include an array of social and economic development projects including retail, daycare, counseling, educational training and recreational activities; and

WHEREAS, the revitalization of this community is of enormous importance to the economic health of the City and the well-being of its residents; and

WHEREAS, as part of the revitalization of Harris Homes, the City and the Authority have agreed that in order to support the development timetable set forth for the revitalization, the City has



authorized the Authority to perform, on behalf of the City, the public improvements in the public right of way necessary to support the revitalization, as more fully described in the Public

Improvements Budget attached as Exhibit A to be known as the Harris Phase I Public Improvements (the "Phase I Public Improvements"); and

WHEREAS, the City and the Authority are working together to develop plans for the Phase I Public Improvements; and

WHEREAS, the City and the Authority acknowledge and agree that the most efficient and economical manner in which to perform the Phase I Public Improvements is to have such work performed by the Authority (through its private sector development partners) and to have the City contribute \$5,584,000 to the Authority for the costs incurred or to be incurred by the Authority in performing such work; and

WHEREAS, the City Council approved Ordinance 02-O-1219 establishing the 2003 Capital Improvement Program which includes \$2,254,700 (\$1,313,000 for Water, \$399,300 for Sanitary Sewer and \$542,400 for Storm Sewer improvements all related to Harris Homes and needed to support the City's Greensferry Basin CSO sewer separation initiative funded from the 2001 Water and Wastewater Bond Construction Fund Budget (Ordinance 01-0-1893)); and

WHEREAS, the City Council approved Ordinance 02-O-0091 establishing the 2001 Quality of Life Bond Construction Fund Budget which includes \$360,000 (\$250,000 for Harris Homes Street Reconstruction and an additional \$110,000 to be transferred from Street Reconstruction and Resurfacing, District 4); and

WHEREAS, the funds from the 2001 Water and Wastewater Bond Construction Fund and from the 2001 Quality of Life Bond Construction Fund collectively yields a total of \$2,614,700 for Harris Revitalization Public Improvements; and

WHEREAS, the City now wishes to make a contribution to the Authority for a portion of the cost of said improvements.

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

Section 1. The Mayor is authorized to enter into an intergovernmental agreement with the Authority for the construction of the Water and Sewer related work of the Phase I Public Improvements.

Section 2. The Mayor is authorized to enter into an intergovernmental agreement with the Authority for the construction of the Street Reconstruction related work of Phase I Public Improvements.

Section 3. That the \$2,254,700 programmed for Harris Homes Public Improvements by the City's adopted 2003 Capital Improvement Program and appropriated in the 2001 Water and Wastewater Bond Construction Fund Budget be transferred to the Authority upon receipt of expenditure documentation and inspection reports.

Section 4. That the \$360,000 appropriated for Harris Homes Public Improvements in the 2001 Quality of Life Bond Construction Fund Budget be transferred to the Authority upon receipt of expenditure documentation and inspection reports.

Section 5. The City Attorney is authorized to prepare and review all necessary contractual agreements, and the Mayor is authorized to execute all necessary agreements after approval by the City Attorney as to form.

Section 6. Said agreements shall not be binding on the City until executed by the Mayor and delivered to the contracting party.

Section 7. That the 2003 (Water and Sewerage Bond Fund) Budget be and is hereby amended as follows:

Transfer from Appropriations

2J26 791001 T11001	Reserve for Appropriations	\$2,254,700.00
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Transfer to Appropriations

2J26 774001 Q*****	Harris Homes	\$2,254,700.00
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Section 8. That the 2003 (Quality of Life Bond Fund) Budget be and is hereby amended as follows:

Transfer from Appropriations

1C45 77**** M23*****	Street Resurfacing District 4	\$110,000.00
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Transfer to Appropriations

1C45 77**** M23*****	Harris Homes	\$110,000.00
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Section 9. That all ordinance and parts of ordinances in conflict herewith be, and the same are hereby repealed.

A true copy

Deputy Clerk

ADOPTED by the Council
APPROVED by the Mayor

JULY 07, 2003
JULY 12, 2003



Execution Copy (Water and Sewer)

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the "Agreement"), entered into as of the ___ day of June, 2003, by and between **The Housing Authority of the City of Atlanta, Georgia** (herein called the "Authority") and the **City of Atlanta, Georgia** (herein called the "City").

RECITALS

WHEREAS, the Authority (together with its development partner, Harris Redevelopment, LLC, a joint venture of Integral Properties, LLC, a Georgia limited liability company (f/k/a The Integral Group, L.L.C.), Real Estate Strategies, LLC, and the Authority) is engaged in the revitalization of the Harris Homes public housing community ("Harris Homes") into a new mixed-use, mixed-income community; and

WHEREAS, the revitalization includes the demolition of 510 distressed units and related facilities and the redevelopment of Harris Homes into a new master planned, mixed income, mixed finance, mixed use community, including 750 multifamily rental units on-site comprised of garden-style, mid-rise, and townhouse style units, an independent living elderly facility, approximately 30,000 sq. ft. in retail space, a 100+ room hospitality facility, a covered parking lot, a new multipurpose community center which incorporates an early childhood learning facility, and medical center, as well as approximately 75 newly constructed for-sale homes reserved for sale to families who have graduated from the public housing or other AHA affordable housing program with first priority to families who formerly lived at Harris Homes; and

WHEREAS, Phase I of the revitalization of Harris Homes is scheduled to close in July 2003 and will include 196 mixed income rental units comprised of both townhouses and garden-style apartments; and

WHEREAS, the revitalization will include an array of social and economic development projects including retail, daycare, counseling, educational training and recreational activities; and

WHEREAS, the revitalization of this community is of enormous importance to the economic health of the City and the well-being of its residents; and

WHEREAS, as part of the revitalization of Harris Homes, the City and the Authority have agreed that in order to support the development timetable set forth for the revitalization, the City has authorized the Authority to perform, on behalf of the City, the public improvements in the public right of way necessary to support the revitalization, as more fully described in the Public Improvements Budget attached as Exhibit A to be known as the Phase I Public Improvements (the "Phase I Public Improvements"); and



WHEREAS, the City and the Authority are working together to develop plans for the Phase I Public Improvements necessitated by the revitalization of Harris Homes; and

WHEREAS, the City and the Authority acknowledge and agree that the most efficient and economical manner in which to perform the Phase I Public Improvements is to have such work performed by the Authority (through its private sector development partners) and to have the City contribute \$5,224,000 to the Authority for the costs incurred or to be incurred by the Authority in performing such work; and

WHEREAS, the City approved establishing the 2001 Water and Wastewater Bond Construction Fund Budget which includes the \$5,224,000 for the Harris Phase I Public Improvements; and

WHEREAS, the City now wishes to make a contribution to the Authority for a portion of the cost of improvements to be paid from the 2001 Water and Wastewater Bond Construction Fund Budget; and

WHEREAS, subject to the terms and conditions set forth herein, the City and the Authority have agreed that the Authority (through its private development partners) would perform the Phase I Public Improvements on behalf of the City, and the City desires to accept such offer and contribute the funds to the Authority for the Phase I Public Improvements.

NOW, THEREFORE, in consideration of ten dollars (\$10) and the mutual agreements and covenants hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby agree as follows:

1. City Legislation and Funding. The City hereby acknowledges and agrees that pursuant to Ordinance No. 03-O-____, adopted by the City Council on June __, 2003 and approved by the Mayor on _____, 2003, that the Mayor is authorized to execute this Agreement. (Copy of Ordinance No. 03-O-____ attached).

2. Performance of Work; Inspection. The City hereby authorizes the Authority and its contractors and the Authority hereby agrees to perform or cause its contractors to perform the Phase I Public Improvements work on behalf of the City. The Authority shall cause an independent inspecting engineer to periodically inspect the Phase I Public Improvements work and confirm that the relevant portion of the public improvements has been satisfactorily completed. The Authority shall cause a copy of such report to be delivered to the City's Department of Public Works. Upon completion of all of the Phase I Public Improvements work, the Authority shall cause said inspecting engineer to deliver a final report which complies with the specifications required by the City's Department of Public Works to the City's Department of Public Works confirming that the Phase I Public Improvements work was completed satisfactorily.



Contribution by the City.

a. Contribution. The City hereby agrees to contribute to the Authority an amount equal to \$5,224,000 (the "Contribution") for the cost of performing the Phase I Public Improvements work. The City shall make such contribution as soon as practicable, but in no event later than August __, 2003 (the "Commitment Date"). The City acknowledges that its commitment to provide sufficient funding for the public improvements required to support the revitalization of Harris Homes is clearly established in Ordinance 02-O-1219 approving the 2003 Capital Improvement Program which includes \$5,224,000 (\$1,971,000 for Water, \$1,451,000 for Sanitary Sewer and \$1,802,000 for Storm Sewer improvements all related to Harris Homes and needed to support the City's Greensferry Basin CSO sewer separation initiative funded from the 2001 Water and Wastewater Bond Construction Fund Budget (Ordinance 01-0-1893)).

b. Acknowledgment of Purpose of the Contribution. The City hereby acknowledges that the purpose of the Contribution is to make a contribution to the Authority to pay the cost of performing the Phase I Public Improvements work. The Authority (through its private sector development partners) will be performing such work on behalf of the City. The Authority through its private sector development partners has become financially obligated to contractors, and will be affected by deadlines concerning the construction of the Phase I Public Improvements. If the Authority has not received the Contribution by the Commitment Date, then the Authority will be at risk for becoming liable for, or subject to liens, fines and penalties and other monetary damages in connection with unpaid construction costs incurred with respect to the Phase I Public Improvements. Accordingly, the City agrees to indemnify and hold harmless the Authority from any damages, losses, expenses, liens, penalties or fines incurred or that are placed in existence by reason of the City's failure to provide fully and timely the Contribution to the Authority as provided in the above-paragraph.

c. Refund to the City. The Authority and the City hereby acknowledge that the cost of performing the Phase I Public Improvements work may exceed \$5,224,000. The Authority and the City further acknowledge that the cost of public improvements for all phases is likely to exceed contributions from the City. Accordingly, the Authority and the City agree as follows: (1) the excess contribution on any phase will first be used to offset cost overruns on other phases, and (2) if the cost of the public improvements for all phases of the Harris Homes redevelopment does not exceed the total contributions from the City for such public improvements, then the Authority shall refund to the City all unexpended funds. The City acknowledges that it owns and has responsibility for furnishing and performing the Phase I Public Improvements. The Authority is willing to perform the Phase I Public Improvements under the terms and conditions of this Agreement.

4. Dedication of Public Improvements to City. The City and the Authority hereby acknowledge that the revitalization of Harris Homes is being accomplished in three or more phases. At such time as the revitalization of Harris Homes is complete, or at such earlier time as may be practicable given the construction schedule for the Phase I Public Improvements, the Authority, as appropriate, shall cause the Phase I Public Improvements work to be dedicated to the City, and the



City shall accept such dedication, subject to the improvements being completed in accordance with City standards.

5. Miscellaneous.

a. Insurance. The Authority and its contractors shall maintain such property, casualty, fire, hazard and liability insurance as the City may reasonably require and on all such insurance policies, the City shall be named as an additional insured as its interests may appear. The Authority and the City hereby acknowledge that the cost of such insurance will be considered a cost of the Phase I Public Improvements.

b. Indemnity. To the extent that the Authority is the beneficiary of any warranties, representations or indemnifications made by any contractor, subcontractor or supplier in connection with the Phase I Public Improvements work, the Authority agrees to indemnify and hold harmless the City, its officers, agents and employees from any and all losses, expenses, demands and claims (collectively, "Losses") against the City, its officers, agents and employees sustained or alleged to have been sustained in connection with or as a result from the gross negligence or willful misconduct of the Authority in performing the Phase I Public Improvements work; provided, that any claim for indemnification must be submitted to the Authority within thirty (30) days of the date on which the City's Department of Law becomes aware that a Loss is sustained or alleged to be sustained by the City. The City hereby agrees to cause the Department of Law to notify the Authority in the manner described in Section 5.f hereof on the date that the Department of Law becomes aware of a sustained or alleged Loss. The City hereby acknowledges that the Authority is acting as an Agent in this instance and agrees that the indemnification provided above is limited solely to the indemnification provided to the Authority by contractors, subcontractors or suppliers who perform such work. The parties agree that any indemnification or obligation to indemnify under this paragraph is expressly limited to any insurance proceeds received by the Authority from liability insurance required under this Agreement and to any amounts received by the Authority from contractors, subcontractors or suppliers as a result of warranties, representations and indemnifications. In the event it is determined that a Loss which was alleged to have been sustained by the City was not actually sustained, the City shall refund any amounts paid to it by the Authority or on behalf of the Authority pursuant to this Section 5.b, to the Authority. This indemnification shall expire two years from the date of the completion of the Phase I Public Improvements work.

c. Contract Budget. Funds of the contract budget may be shifted between line items of the Phase I Public Improvements Budget with advance written approval by the City through the Commissioner of Public Works with the exception being water and sewer funds.

d. Monitoring Activities. The Authority agrees that the City may carry out inspection, monitoring, evaluation and auditing activities concerning the performance of the Phase I Public Improvements work as the City deems reasonably necessary, provided that City gives reasonable advance notice to the Authority.



e. Records. The Authority and its contractors shall maintain such records and accounts related to the Phase I Public Improvements as are deemed reasonably necessary by the City, and the Authority, upon receipt of five business days prior written notice from the City, shall permit representatives of the City, at the City's sole cost and expense, to have full access to and the right to examine any books, documents, papers and records involving the performance of the Work during normal business hours at the Authority's central office. The Authority's obligation to maintain such records and accounts and the City's right to examine any books, records or other documents shall expire two years after the date of this Agreement.

f. Notices. Notices and reports described herein shall be delivered or sent to the parties as follows.

To the Authority:

President and Chief Executive Officer
The Housing Authority of the City of Atlanta, Georgia
230 John Wesley Dobbs Avenue, N.E.
Atlanta, Georgia 30303-2421
Fax: 404-332-0100
Tel: 404-817-7463

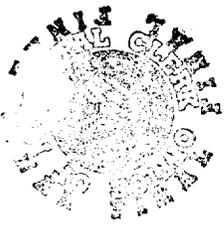
With a copy to:

Senior Vice President and General Counsel
Legal and Intergovernmental Affairs
The Housing Authority of the City of Atlanta, Georgia
230 John Wesley Dobbs Avenue, N.E.
Atlanta, Georgia 30303-2421
Fax: 404-332-0104
Tel: 404-817-7293

To the City:

Commissioner
Department of Public Works
68 Mitchell Street, S.W.
Suite 4700
Atlanta, Georgia 30335-0324
Fax: 404-658-7052
Tel: 404-630-6240

With a copy to:



Bernard R. Thomas, Esq.
Suite 4100, City Hall Tower
68 Mitchell Street, S.W.
Atlanta, Georgia 30335-0332
Fax: 404-658-6894
Tel: 404-330-6400

g. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or by reason of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of these transactions contemplated hereby is not affected in any manner materially adverse to either party.

h. Entire Agreement; Amendment; Waiver; Counterparts. This Agreement constitutes the entire agreement between the parties; it supersedes any prior agreement or understandings between them, oral or written, with respect to the matters addressed herein, all of which are hereby canceled. This Agreement may not be amended or modified except by an instrument in writing signed by both parties hereto. Waiver of any term or condition of this Agreement shall be effective if in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.



IN WITNESS WHEREOF, the City and the Authority have executed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

THE HOUSING AUTHORITY OF
CITY OF ATLANTA, GEORGIA

By: _____ (SEAL)
Renée Lewis Glover
President and Chief Executive Officer

Attest:

Assistant Secretary

CITY OF ATLANTA, GEORGIA

By: _____ (SEAL)
Mayor

Attest:

Recommended:

Municipal Clerk

Chief Operating Officer

Approved as to Form:

Chief Financial Officer

City Attorney

Commissioner, Department of Public Works

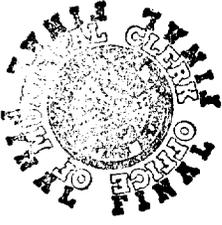


EXHIBIT A

**HARRIS HOMES REVITALIZATION
OVERALL PHASING BUDGET
PUBLIC IMPROVEMENTS AND INFRASTRUCTURE**

02-May-03

LINE ITEM	PHASE I 7/03 - 12/04 Identified Sources	PHASE II 9/04 - 3/06 Identified Sources	PHASE III 5/05 - 12/06 Identified Sources	TOTAL
STORM SEWER	\$1,313,000	\$317,850	\$171,150	\$1,802,000
SANITARY SEWER	399,300	683,605	368,095	1,451,000
WATER	542,400	928,590	500,010	1,971,000
SIDEWALKS, CURBS, & GUTTERS	599,400	245,440	132,160	977,000
STREETS	872,500	535,275	288,225	1,696,000
STREETSCAPE	290,500	356,525	191,975	839,000
LIGHTING	642,900	443,365	238,735	1,325,000
GREENSPACE	135,000	984,750	530,250	1,650,000
TOTAL	\$4,795,000	\$4,495,400	\$2,420,600	\$11,711,000

Current Funding Sources

(1) 2003-2018 Capital Improvement Plan (CIP) per Ordinance 02-O-1219

Storm Sewer	\$1,802,000
Sanitary Sewer	\$1,451,000
Water	\$1,971,000
Total	\$5,224,000

(2) Council District 4 Quality of Life Bond Funds per Ordinance 02-O-0091

Harris Homes Street Reconstruction	\$250,000
Street Resurfacing & Reconstruction	\$110,000
Total	\$360,000

Additional Funding Sources Pending for Phase I

(3) CSO Sewer Separation Related Funds (pending approval)

Street reconstruction	\$300,000
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(4) 2004 CDBG Application Submitted (pending approval)

Sidewalks	\$599,400
Streetscape	\$368,700
Lighting	\$642,900
Total	1,611,000

(5) ARC LCI Implementation Grant Application Submitted (pending approval)

Lowery Blvd. related improvements	\$269,300
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INTERGOVERNMENTAL AGREEMENT

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RECITALS

WHEREAS, the Authority (together with its development partner, Harris Redevelopment, LLC, a joint venture of Integral Properties, LLC, a Georgia limited liability company (f/k/a The Integral Group, L.L.C.), Real Estate Strategies, LLC, and the Authority) is engaged in the revitalization of the Harris Homes public housing community ("Harris Homes") into a new mixed-use, mixed-income community; and

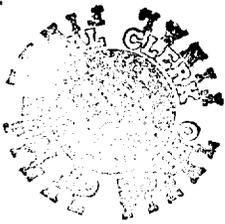
WHEREAS, the revitalization includes the demolition of 510 distressed units and related facilities and the redevelopment of Harris Homes into a new master planned, mixed income, mixed finance, mixed use community, including 750 multifamily rental units on-site comprised of garden-style, mid-rise, and townhouse style units, an independent living elderly facility, approximately 30,000 sq. ft. in retail space, a 100+ room hospitality facility, a covered parking lot, a new multipurpose community center which incorporates an early childhood learning facility, and medical center, as well as approximately 75 newly constructed for-sale homes reserved for sale to families who have graduated from the public housing or other AHA affordable housing program with first priority to families who formerly lived at Harris Homes; and

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WHEREAS, the revitalization will include an array of social and economic development projects including retail, daycare, counseling, educational training and recreational activities; and

WHEREAS, the revitalization of this community is of enormous importance to the economic health of the City and the well-being of its residents; and

WHEREAS, as part of the revitalization of Harris Homes, the City and the Authority have agreed that in order to support the development timetable set forth for the revitalization, the City has authorized the Authority to perform, on behalf of the City, the public improvements in the public right of way necessary to support the revitalization, as more fully described in the Public Improvements Budget attached as Exhibit A to be known as the Phase I Public Improvements (the "Phase I Public Improvements"); and



Execution Copy (Quality of Life)

WHEREAS, the City and the Authority are working together to develop plans for the Phase I Public Improvements necessitated by the revitalization of Harris Homes; and

WHEREAS, the City and the Authority acknowledge and agree that the most efficient and economical manner in which to perform the Phase I Public Improvements is to have such work performed by the Authority (through its private sector development partners) and to have the City contribute \$360,000 to the Authority for the costs incurred or to be incurred by the Authority in performing such work; and

WHEREAS, the City now wishes to make a contribution to the Authority for a portion of the cost of improvements; and

WHEREAS, subject to the terms and conditions set forth herein, the City and the Authority have agreed that the Authority (through its private sector development partner) would perform the Phase I Public Improvements on behalf of the City, and the City desires to accept such offer and contribute the funds to the Authority for the Phase I Public Improvements.

NOW, THEREFORE, in consideration of ten dollars (\$10) and the mutual agreements and covenants hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby agree as follows:

1. City Legislation and Funding. The City hereby acknowledges and agrees that pursuant to Ordinance No. 03-_____, adopted by the City Council on June __, 2003 and approved by the Mayor on June __, 2003 that the Mayor is authorized to execute this Agreement. (Copy of Ordinance No. 03-O-___ attached).

2. Performance of Work; Inspection. The City hereby authorizes the Authority and its contractors and the Authority hereby agrees to perform or cause its contractors to perform the Phase I Public Improvements work on behalf of the City. The Authority shall cause an independent inspecting engineer to periodically inspect the Phase I Public Improvements work and confirm that the relevant portion of the public improvements has been satisfactorily completed. The Authority shall cause a copy of such report to be delivered to the City's Department of Public Works. Upon completion of all of the Phase I Public Improvements work, the Authority shall cause said inspecting engineer to deliver a final report which complies with the specifications required by the City's Department of Public Works to the City's Department of Public Works confirming that the Phase I Public Improvements work was completed satisfactorily.

3. Contribution by the City.

a. Contribution. The City hereby agrees to contribute to the Authority an amount equal to \$360,000 (the "Contribution") for the cost of performing the Phase I Public Improvements work. The City shall make such contribution as soon as practicable, but in no event



later than August 1, 2003 (the "Commitment Date"). The City acknowledges that its commitment to provide sufficient funding for the public improvements required to support the revitalization of Harris Homes is clearly established by Ordinance 02-O-0091 creating the 2001 Quality of Life Bond Construction Fund Budget which includes \$360,000 (\$250,000 for Harris Homes Street Reconstruction and an additional \$110,000 to be transferred from Street Reconstruction and Resurfacing, District 4).

b. Acknowledgment of Purpose of the Contribution. The City hereby acknowledges the purpose of the Contribution is to make a contribution to the Authority to pay the cost of performing the Phase I Public Improvements work. The Authority (through its private sector development partners) will be performing such work on behalf of the City. The Authority through its private sector development partners has become financially obligated to contractors, and will be affected by deadlines concerning the construction of the Phase I Public Improvements. If the Authority has not received the Contribution by the Commitment Date, then the Authority will be at risk for becoming liable for, or subject to liens, fines and penalties and other monetary damages in connection with unpaid construction costs incurred with respect to the Phase I Public Improvements. Accordingly, the City agrees to indemnify and hold harmless the Authority from any damages, losses, expenses, liens, penalties or fines incurred or that are placed in existence by reason of the City's failure to provide fully and timely the Contribution to the Authority as provided in the above-paragraph.

c. Refund to the City. The Authority and the City hereby acknowledge that the cost of performing the Phase I Public Improvements work may exceed \$360,000. The Authority and the City further acknowledge that the cost of public improvements for all phases is likely to exceed contributions from the City. Accordingly, the Authority and the City agree as follows: (1) the excess contribution on any phase will first be used to offset cost overruns on other phases, and (2) if the cost of the public improvements for all phases of the Harris Homes redevelopment does not exceed the total contributions from the City for such public improvements, then the Authority shall refund to the City all unexpended funds. The City acknowledges that it owns and has responsibility for furnishing and performing Phase I Public Improvements. The Authority (through its private sector development partners) is willing to perform the Phase I Public Improvements under the terms and conditions of this Agreement.

4. Dedication of Public Improvements to City. The City and the Authority hereby acknowledge that the revitalization of Harris Homes is being accomplished in three or more phases. At such time as the revitalization of Harris Homes is complete, or at such earlier time as may be practicable given the construction schedule for the Phase I Public Improvements, the Authority, as appropriate, shall cause the Phase I Public Improvements work to be dedicated to the City, and the City shall accept such dedication, subject to the improvements being completed in accordance with City standards.

5. Miscellaneous.

a. Insurance. The Authority and its contractors shall maintain such property, casualty, fire, hazard and liability insurance as the City may reasonably require and on all such insurance policies, the City shall be named as an additional insured as its interests may appear. The Authority and the City hereby acknowledge that the cost of such insurance will be considered a cost of the Phase I Public Improvements.

b. Indemnity. To the extent that the Authority is the beneficiary of any warranties, representations or indemnifications made by any contractor, subcontractor or supplier in connection with the Phase I Public Improvements work, the Authority agrees to indemnify and hold harmless the City, its officers, agents and employees from any and all losses, expenses, demands and claims (collectively, "Losses") against the City, its officers, agents and employees sustained or alleged to have been sustained in connection with or as a result from the gross negligence or willful misconduct of the Authority in performing the Phase I Public Improvements work; provided, that any claim for indemnification must be submitted to the Authority within thirty (30) days of the date on which the City's Department of Law becomes aware that a Loss is sustained or alleged to be sustained by the City. The City hereby agrees to cause the Department of Law to notify the Authority in the manner described in Section 5.f hereof on the date that the Department of Law becomes aware of a sustained or alleged Loss. The City hereby acknowledges that the Authority is acting as an Agent in this instance and agrees that the indemnification provided above is limited solely to the indemnification provided to the Authority by contractors, subcontractors or suppliers who perform such work. The parties agree that any indemnification or obligation to indemnify under this paragraph is expressly limited to any insurance proceeds received by the Authority from liability insurance required under this Agreement and to any amounts received by the Authority from contractors, subcontractors or suppliers as a result of warranties, representations and indemnifications. In the event it is determined that a Loss which was alleged to have been sustained by the City was not actually sustained, the City shall refund any amounts paid to it by the Authority or on behalf of the Authority pursuant to this Section 5.b, to the Authority. This indemnification shall expire two years from the date of the completion of the Phase I Public Improvements.

c. Contract Budget. Funds of the contract budget may be shifted between line items of the Phase I Public Improvements Budget with advance written approval by the City through the Commissioner of Public Works with the exception being water and sewer funds.

d. Monitoring Activities. The Authority agrees that the City may carry out inspection, monitoring, evaluation and auditing activities concerning the performance of the Phase I Public Improvements work as the City deems reasonably necessary, provided that City gives reasonable advance notice to the Authority.

e. Records. The Authority and its contractors shall maintain such records and accounts related to the Phase I Public Improvements work as are deemed reasonably necessary by



Execution Copy (Quality of Life)

the City, and the Authority, upon receipt of five business days prior written notice from the City, shall permit representatives of the City, at the City's sole cost and expense, to have full access to and the right to examine any books, documents, papers and records involving the performance of the Work during normal business hours at the Authority's central office. The Authority's obligation to maintain such records and accounts and the City's right to examine any books, records or other documents shall expire two years after the date of this Agreement.

f. Notices. Notices and reports described herein shall be delivered or sent to the parties as follows.

To the Authority:

President and Chief Executive Officer
The Housing Authority of the City of Atlanta, Georgia
230 John Wesley Dobbs Avenue, N.E.
Atlanta, Georgia 30303-2421
Fax: 404-332-0100
Tel: 404-817-7463

With a copy to:

Senior Vice President and General Counsel
Legal and Intergovernmental Affairs
The Housing Authority of the City of Atlanta, Georgia
230 John Wesley Dobbs Avenue, N.E.
Atlanta, Georgia 30303-2421
Fax: 404-332-0104
Tel: 404-817-7293

To the City:

Commissioner
Department of Public Works
68 Mitchell Street, S.W.
Suite 4700
Atlanta, Georgia 30335-0324
Fax: 404-658-7052
Tel: 404-630-6240

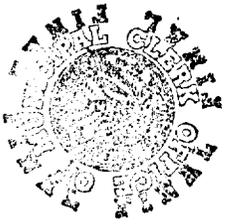
With a copy to:

Bernard R. Thomas, Esq.
Suite 4100, City Hall Tower
68 Mitchell Street, S.W.
Atlanta, Georgia 30335-0332
Fax: 404-658-6894
Tel: 404-330-6400



g. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or by reason of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of these transactions contemplated hereby is not affected in any manner materially adverse to either party.

h. Entire Agreement; Amendment; Waiver; Counterparts. This Agreement constitutes the entire agreement between the parties; it supersedes any prior agreement or understandings between them, oral or written, with respect to the matters addressed herein, all of which are hereby canceled. This Agreement may not be amended or modified except by an instrument in writing signed by both parties hereto. Waiver of any term or condition of this Agreement shall be effective if in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.



Execution Copy (Quality of Life)

IN WITNESS WHEREOF, the City and the Authority have executed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

THE HOUSING AUTHORITY OF
CITY OF ATLANTA, GEORGIA

By: _____ (SEAL)
Renée Lewis Glover
President and Chief Executive Officer

Attest:

Assistant Secretary

CITY OF ATLANTA, GEORGIA

By: _____ (SEAL)
Mayor

Attest:

Recommended:

Municipal Clerk

Chief Operating Officer

Approved as to Form:

Chief Financial Officer

City Attorney

Commissioner, Department of Public Works

EXHIBIT A

**HARRIS HOMES REVITALIZATION
OVERALL PHASING BUDGET
PUBLIC IMPROVEMENTS AND INFRASTRUCTURE**

02-May-03

	PHASE I 7/03-12/04	Identified Sources	PHASE II 9/04-3/06	Identified Sources	PHASE III 8/05-12/06	Identified Sources	TOTAL
STORM SEWER	\$1,313,000	\$1,313,000 (1)	\$317,850	\$317,850 (1)	\$171,150	\$171,150 (1)	\$1,802,000
SANITARY SEWER	399,300	399,300 (1)	683,605	683,605 (1)	368,095	368,095 (1)	1,451,000
WATER	542,400	542,400 (1)	928,590	928,590 (1)	500,010	500,010 (1)	1,971,000
SIDEWALKS, CURBS, & GUTTERS	599,400		245,440		132,160		977,000
STREETS	872,500	360,000 (2)	535,275		288,225		1,696,000
STREETScape	290,500		356,525		191,975		839,000
LIGHTING	642,900		443,365		238,735		1,325,000
GREENSPACE	135,000		984,750		530,250		1,650,000
TOTAL	\$4,795,000	\$2,614,700	\$4,495,400	\$1,930,045	\$2,420,600	\$1,039,255	\$11,711,000

Current Funding Sources

(1) 2003-2018 Capital Improvement Plan (CIP) per Ordinance 02-O-1219

Storm Sewer	\$1,802,000
Sanitary Sewer	\$1,451,000
Water	\$1,971,000
Total	\$5,224,000

(2) Council District 4 Quality of Life Bond Funds per Ordinance 02-O-0091

Harris Homes Street Reconstruction	\$250,000
Street Resurfacing & Reconstruction	\$110,000
Total	\$360,000

Additional Funding Sources Pending for Phase I

(3) CSO Sewer Separation Related Funds (pending approval)

Street reconstruction	\$300,000
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(4) 2004 CDBG Application Submitted (pending approval)

Sidewalks	\$599,400
Streetscape	\$368,700
Lighting	\$642,900
Total	1,611,000

Implementation Grant Application Submitted (pending approval)
Lowery Blvd. related improvements \$269,300



02-0-1219

AN ORDINANCE

BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES

AN ORDINANCE ADOPTING THE 2003 CITY OF
ATLANTA CAPITAL IMPROVEMENT PROGRAM;
AND FOR OTHER PURPOSES.

WHEREAS, the City annually produces a Comprehensive Development Plan (CDP); and

WHEREAS, this annual CDP provides guidance and direction to the City's capital project programming and budgeting process by identifying needed improvements to the capital facilities of the City; and

WHEREAS, these capital improvements are programmed for funding over a fifteen year period by the annual Capital Improvements Program (CIP); and

WHEREAS, recommendations of the 2003 CIP for projects to be funded from sources anticipated, projected or recommended have been updated to reflect current needs;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA,
HEREBY ORDAINS:

SECTION 1: That the 2003 Capital Improvements Program (CIP) attached hereto and is hereby adopted to provide guidance to capital programming and budgeting decisions.

SECTION 2: That the specific funding recommendations of the 2003 CIP for projects to be funded from sources anticipated, projected, or recommended beyond 2003 are tentative and subject to further refinement in the 2003 CDP and CIP processes.

SECTION 3: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

A true copy,

Phonda Dauphin Johnson
Municipal Clerk, CMC

ADOPTED as Amended by the Council
APPROVED by the Mayor

October 30, 2002
October 31, 2002

RCS# 4879
7/07/03
5:29 PM

Atlanta City Council

Regular Session

03-0-0957

AUTHOR/MAYOR TO EXECUTE AGRMNT BTW
HOUSING AUTHORITY AND CITY OF ATLANTA
ADOPT ON SUB

YEAS: 10
NAYS: 1
ABSTENTIONS: 1
NOT VOTING: 2
EXCUSED: 1
ABSENT 1

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

03-0-0957

03-0-0957

(Do Not Write Above This Line)

ORDINANCE BY
FINANCE/EXECUTIVE COMMITTEE

A ORDINANCE AUTHORIZING THE
MAYOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE HOUSING
AUTHORITY OF THE CITY OF
ATLANTA, GEORGIA (THE
"AUTHORITY") AND THE CITY OF
ATLANTA PERTAINING TO THE
PERFORMANCE OF CERTAIN PUBLIC
IMPROVEMENTS BY THE AUTHORITY
FOR THE BENEFIT OF THE CITY OF
ATLANTA; TRANSFERRING
APPROPRIATIONS ON THE AMOUNT
OF \$5,584,000 TO FUND A PORTION OF
SAID PUBLIC IMPROVEMENTS; AND
FOR OTHER PURPOSES.

ADOPTED BY

JUL 07 2003

SUBSTITUTE

COUNCIL

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

Date Referred 6/16/03

Referred To: Finance/Executive

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
Date _____
Chair _____
Referred To _____

Final Committee 7/7/03

Chair Deborah A. Moore

Action _____

Fav, Adv, Hold (see rev. side)

Other _____

Members _____

Refer To _____

Blair Mueller

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

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

CERTIFIED
JUL 7 2003

Deborah A. Moore
COUNCIL PRESIDENT PROTEM

CERTIFIED
JUL 07 2003

Paul Douglas Johnson
MUNICIPAL CLERK

MAYOR'S ACTION

Shirley Frank