



AN ORDINANCE BY
COUNCILMEMBER CLETA WINSLOW

04-O-1442

As Substituted by the
Finance Executive Committee

AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORIGIA ("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 \$7,255,485 TO FUND SAID 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, LLC), Real Estate Strategies, LLC and the Authority, is engaged in the revitalization of the Harris Home 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 734 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, as well as approximately 74 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 formed lived at Harris Homes; and

WHEREAS, Phase I of the revitalization of Harris Homes is under construction and includes 196 mixed income rental units comprised of 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 and simultaneously accomplish the City's goal for full storm and sanitary sewer separation within the Greensferry Basin in compliance with Combined Sewer Overflow Consent Decree (Consent Decree) mandated schedules, the City has authorized the Authority to perform, on behalf of the City, the public improvements in the public right of way around and within Dean Rusk Park necessary to separate the existing combined sewers and also support the revitalization, as more fully described in the Public Improvements Budget attached as Exhibit A to be known as the Greensferry Water Quality Feature Public Improvements (the Greensferry Water Feature Public Improvements); and

WHEREAS, the City and the Authority are working together to develop plans for the Greensferry Water Feature Public Improvements; and

WHEREAS, the City and the Authority acknowledge and agree that the most efficient and economical manner in which to perform the Greensferry Water Feature Public Improvements is to have such work performed by the Authority (through its private sector development partners) and to have the City contribute \$7,255,485 to the Authority for the costs incurred or to be incurred by the Authority in performing such work; and

WHEREAS, the Greensferry Water Feature Public Improvements budget, work scope and design have been reviewed and developed with input from the City's Department of Watershed Management and the Department of Parks, Recreation and Cultural Affairs; and

WHEREAS, the City Council approved Ordinance #04-O-1466 to provide \$7,255,485 to continue the construction of water and sewer lines in public right of ways and sewer separation for this revitalization project: and

WHEREAS, the City now wishes to make a contribution in the amount of \$7,255,485 for its 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 Greensferry Water Feature Public Improvements.

Section 2: That the \$7,255,485 required funding for the Greensferry Water Feature Public Improvements.



Section 3: The City Attorney is authorized to prepare and review all necessary contractual agreements and the Mayor is authorized to execute all necessary agreements after the approval by the City Attorney as to form.

Section 4: Said agreements shall not be binding on the City until executed by the Mayor and delivered to the contracting party.

Section 5: The Chief Financial Officer is and is hereby authorized to make payment for said contractual agreements in an amount not to exceed \$7,255,485. Said amount should be charged to the Harris Homes Project, Fund Account Center number 2J21 574001 Q38F07349999.

A true copy,

Rhonda Dauphin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

SEP 20, 2004
SEP 28, 2004



Execution Copy (Greensferry Water Feature)

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the "Agreement"), entered into as of the ___ day of September, 2004, 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 734 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, as well as approximately 74 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 under construction and includes 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 and simultaneously accomplish the City's goal for full storm and sanitary sewer separation within the Greensferry Basin in compliance with Combined Sewer Overflow Consent Decree ("Consent Decree") mandated schedules, the City has authorized the Authority to perform, on behalf of the City, the public improvements in the public right of way around and within Dean Rusk Park necessary to separate the existing combined sewers and also support the revitalization, as more fully described in the Public Improvements Budget attached as Exhibit A to be known as the Greensferry



Water Quality Feature Public Improvements (the “Greensferry Water Feature Public Improvements”); and

WHEREAS, the City and the Authority are working together to develop plans for the Greensferry Water Feature Public Improvements necessitated by the Consent Decree and supporting 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 Greensferry Water Feature Public Improvements is to have such work performed by the Authority (through its private sector development partners) and to have the City contribute \$4,026,812 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 2005 Capital Improvement Fund Budget which includes the \$4,026,812 for the Greensferry Water Feature Public Improvements; and

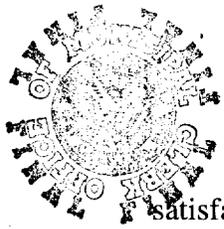
WHEREAS, the City now wishes to make a contribution to the Authority for a portion of the cost of Greensferry Water Feature Public Improvements to be paid from the 2005 Capital Improvement Fund Budget; and

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 Greensferry Water Feature Public Improvements on behalf of the City, and the City desires to accept such offer and contribute the funds to the Authority for the Greensferry Water Feature 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.04-O-____, adopted by the City Council on _____ and approved by the Mayor on _____, that the Mayor is authorized to execute this Agreement. (Copy of Ordinance No. 04-O-____ is 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 Greensferry Water Feature Public Improvements work on behalf of the City. The City hereby grants and conveys to the Authority, its contractors and its designees a license to enter upon the City owned property, including but not limited to the Dean Rusk Park, for the purposes of performing and monitoring the Greensferry Water Feature Public Improvements. The Authority shall cause an independent inspecting engineer to periodically inspect the Greensferry Water Feature 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 Greensferry Water Feature 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 Greensferry Water Feature 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 \$4,026,812 (the "Contribution") for the cost of performing the Greensferry Water Feature Public Improvements work. The City shall make such contribution as soon as practicable, but in no event later than November 15, 2004 (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 04-O-____ approving the 2005 Capital Improvement Program which includes \$4,026,812 for water quality feature improvements needed to support the City's Greensferry Basin Combined Sewer Overflow sewer separation initiative and to be funded from the 2005 Capital Improvement Program Fund Budget.

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 Greensferry Water Feature 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 Greensferry Water Feature 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 Greensferry Water Feature 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 Greensferry Water Feature Public Improvements work may exceed \$4,026,812. The Authority and the City further acknowledge that the cost of public improvements for all phases of public improvements work related to the Harris Revitalization 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 Greensferry Water Feature Public Improvements. The Authority is willing to



perform the Greensferry Water Feature 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 Greensferry Water Feature Public Improvements, the Authority, as appropriate, shall cause the Greensferry Water Feature 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 Greensferry Water Feature 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 Greensferry Water Feature 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 Greensferry Water Feature 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 Greensferry Water Feature Public Improvements work.



c. Contract Budget. Funds of the contract budget may be shifted between line items of the Greensferry Water Feature 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 Greensferry Water Feature 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 Greensferry Water Feature 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 Watershed Management



55 Trinity Avenue, S.W.
Suite 5400
Atlanta, Georgia 30335-0310
Fax: 404-658-7194
Tel: 404-330-6081

With a copy to:

Stacey Abrams, 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 Watershed
Management

RCS# 6042
9/20/04
2:50 PM

Atlanta City Council

Regular Session

CONSENT I

04-O-1442 AND 04-R-1581

ADOPT

YEAS: 13
NAYS: 0
ABSTENTIONS: 1
NOT VOTING: 2
EXCUSED: 0
ABSENT 0

Y Smith	Y Archibong	Y Moore	A Mitchell
Y Starnes	Y Fauver	NV Martin	Y Norwood
Y Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	Y Sheperd	NV Borders

CONSENT I

		9-20-04 Council Meeting
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 04-O-1500	41. 04-R-1575	62. 04-R-1608
2. 04-O-1501	42. 04-R-1576	63. 04-R-1609
3. 04-O-1502	43. 04-R-1578	64. 04-R-1610
4. 04-O-1503	44. 04-R-1579	65. 04-R-1611
5. 04-O-1504	45. 04-R-1633	66. 04-R-1612
6. 04-O-1505	46. 04-R-1653	67. 04-R-1614
7. 04-O-1631	47. 04-R-1593	68. 04-R-1615
8. 04-O-1508	48. 04-R-1594	
9. 04-O-1513	49. 04-R-1595	
10. 04-O-0165	50. 04-R-1596	
11. 04-O-1253	51. 04-R-1597	
12. 04-O-1255	52. 04-R-1598	
13. 04-O-1256	53. 04-R-1599	
14. 04-O-1259	54. 04-R-1600	
15. 04-O-1431	55. 04-R-1601	
16. 04-O-1442	56. 04-R-1602	
17. 04-O-1479	57. 04-R-1603	
18. 04-O-1480	58. 04-R-1604	
19. 04-O-1551	59. 04-R-1605	
20. 04-O-1552	60. 04-R-1606	
21. 04-O-1554	61. 04-R-1607	
22. 04-O-1625		
23. 04-O-1627		
24. 04-O-0770		
25. 04-R-1566		
26. 04-R-1568		
27. 04-R-1569		
28. 04-R-1630		
29. 04-R-1635		
30. 04-R-1650		
31. 04-R-1571		
32. 04-R-1632		
33. 04-R-1590		
34. 04-R-1616		
35. 04-R-1580		
36. 04-R-1581		
37. 04-R-1583		
38. 04-R-1584		
39. 04-R-1585		
40. 04-R-1574		

04-0-1442

(Do Not Write Above This Line)

AN ORDINANCE BY COUNCILMEMBER CLETA WINSLOW:

AUTHORIZING THE MAYOR TO EXECUTE 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 FUND SAID PUBLIC IMPROVEMENTS; AND FOR OTHER PURPOSES.

Substitute

ADOPTED BY AMOUNT OF \$4,026,812 TO SEP 2 0 2004

COUNCIL

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

Date Referred 8/6/04
 Referred To: Finance / executing
 Date Referred
 Referred To:
 Date Referred
 Referred To:

First Reading

Committee
Date
Chair
Referred to

Committee: F.O.S. Sec
 Date: 9-1-04
 Chair:
 Actions: Held (see rev. side)
 Members:
 Refer To:

Committee: Finance
 Date: 9-15-04
 Chair: John M. Stans
 Actions: Held (see rev. side)
 Other: Substitute
 Members:
 Refer To:

FINAL COUNCIL ACTION

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

CERTIFIED

CERTIFIED
 SEP 2 0 2004
 ATLANTA CITY COUNCIL PRESIDENT
Janice M. Sanders

SEP 2 0 2004
Janice M. Sanders
 ATLANTA CITY COUNCIL PRESIDENT

MAYOR'S ACTION

APPROVED
Raymond M. Murray
 SEP 2 8 2004
 MAYOR

Committee
 Date
 Chair
 Actions: Held (see rev. side)
 Other
 Members
 Refer To

Committee
 Date
 Chair
 Actions: Held (see rev. side)
 Other
 Members
 Refer To