



**ORDINANCE**  
**BY COUNCILMEMBERS HOWARD SHOOK AND IVORY LEE YOUNG, JR.**  
**AS SUBSTITUTED BY FINANCE/EXECUTIVE COMMITTEE**

**AN ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE, ON BEHALF OF THE CITY, TO ACQUIRE THE FEE INTEREST IN 137.327 ACRES OF PROPERTY KNOWN AS THE BELLWOOD QUARRY FROM FULTON COUNTY FOR FAIR MARKET VALUE AND THE LEASEHOLD INTEREST FROM VULCAN MATERIALS COMPANY FOR \$25,000,000; TO DESIGNATE BELLWOOD QUARRY RESERVIOR ACQUISITION PROJECT FUNDS, PARK IMPROVEMENT BOND PROCEEDS AND BELTLINE TAX ALLOCATION DISTRICT BOND PROCEEDS, AS THE SOURCE FOR PAYMENT OF THE COST OF ACQUISITION; AUTHORIZE THE NEGOTIATION OF A PURCHASE CONTRACT AND THE EXECUTION AND DELIVERY OF TRANSFER DOCUMENTS; AND DEDICATE BELLWOOD QUARRY FOR PARK USE AND RAW DRINKING WATER STORAGE, AND FOR OTHER PURPOSES.**

**WHEREAS**, City of Atlanta ("City") is a proponent of the BeltLine and the City recognizes that new parks and new recreational facilities are needed to create an attractive and prosperous community; and

**WHEREAS**, the City is in the process of acquiring properties along the BeltLine for park purposes; and

**WHEREAS**, Council adopted by majority vote on November 7, 2005 and the Mayor approved on November 9, 2005 legislation 05-O-1733 providing for the creation of a BeltLine Tax Allocation District ("BeltLine TAD") for the purpose of improving the BeltLine Redevelopment Area and to enhance the value of a substantial portion of other real property in the district; and

**WHEREAS**, the Atlanta Board of Education adopted the BeltLine TAD legislation by majority vote on December 12, 2005.

**WHEREAS**, the Fulton County Commission adopted the BeltLine TAD legislation by majority vote on December 21, 2005.

**WHEREAS**, part of the monies raised through the BeltLine TAD shall be used for the purpose of creating new parks and recreational areas; and

**WHEREAS**, the City of Atlanta has a need to ensure that its citizens have an adequate and available drinking water supply; and



**WHEREAS**, the Bellwood Quarry provides the opportunity to increase off-river drinking water storage; and

**WHEREAS**, the Bellwood Quarry reservoir would allow increased flexibility and efficiency of the drinking water system for the City of Atlanta and its retail and wholesale customers; and

**WHEREAS**, the property known as Bellwood Quarry or Vulcan Quarry, consisting of approximately 137.327 acres located at 900 Lois Street, NW Atlanta, Georgia 30318, described as Land Lots 144 and 145 of the 14<sup>th</sup> District and Land Lots 190 and 225 of the 17<sup>th</sup> District of Fulton County, as more fully described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), is suitable for both park and recreational use and as a raw drinking water storage facility and the same is available for purchase; and

**WHEREAS**, Fulton County ("County") owns the fee interest in the Property ("Fee Cost"), subject to a leasehold interest ("Leasehold Cost") held by Vulcan Materials Company ("Vulcan"); and

**WHEREAS**, Total Purchase Price of the Property shall be the Fee Cost to acquire the property and the Leasehold Cost for the Property, plus those costs associated with due diligence and other related costs including but not limited to: obtaining a survey, performing environmental assessments, obtaining title examinations and title insurance, ordering an appraisal on each property location, covering expenses for staff and administrative personnel costs, and paying for any and all closing costs. The City's Due Diligence and Purchase Services shall include the City's costs of obtaining a review of the appraisal, if needed, real estate service fees, title insurance, all closing costs and other related due diligence costs. The sum of the Total Purchase Price of the Property and the City's Due Diligence and Purchase Services shall equal the Total Property Acquisition Costs; and

**WHEREAS**, purchasing the Property is consistent with the City's goal of greenspace acquisition, preservation and park expansion and environmental compliance;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA**, a municipal corporation, as follows:

**SECTION 1:** The Chief Procurement Officer or his designee, on behalf of the City, is hereby authorized to purchase the Property, more particularly enumerated in Exhibit "A" to be used as a park and as a raw drinking water storage facility, and to obtain such title reports, appraisals and surveys as are necessary.

**SECTION 2:** The Chief Procurement Officer or his designee is further authorized to negotiate the final terms of a contract to acquire the leasehold interest from Vulcan for \$25,000,000 and to enter into a short-term lease with Vulcan for approximately \$740,000 per annum (attached in substantial form at Exhibit B) and to negotiate the final terms of a contract to acquire the property from the County, for an amount up to 20 percent above its fair market value.



**SECTION 3:** The Chief Financial Officer or her designee is authorized to appropriate the necessary funds for the Total Property Acquisition Costs, which costs shall be paid using various funding sources, including but not limited to Bellwood Quarry Reservoir Acquisition Project Funds, Park Improvement Bond Proceeds and the BeltLine TAD Bond Proceeds. The Beltline TAD Proceeds shall be used to refund disbursements from other sources as available and as permitted by law. The funds shall be paid from Fund Account and Center Number 1C53 571001 N12D11B69999 (2005 Park Improvement Revenue Bond – Land – Land Acquisition City Wide) and Fund Account and Center Number 2J21 771001 Q67J020294DA (Water & Wastewater Renewal & Extension – Land - Bellwood Quarry Reservoir Acquisition Project).

**SECTION 4:** The Mayor, on behalf of the City, is authorized to execute any and all deeds, instruments or other documents that the City Attorney deems to be necessary or advisable in order to carry into effect the intent of this ordinance.

**SECTION 5:** The City Attorney is hereby directed to prepare for execution by the Mayor, any and all contracts, deeds, instruments, or other documents that the City Attorney deems necessary or advisable to carry into effect the intent of this ordinance, said documents to be approved as to form by the City Attorney.

**SECTION 7:** Said contracts, deeds, instruments, or other documents shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder, until the same has been signed by the Mayor.

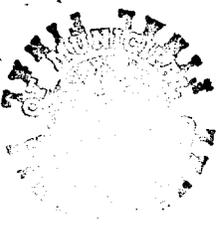
**SECTION 8:** All ordinances and parts of ordinances in conflict herewith are hereby waived for purposes of this Ordinance only, and only to the extent of the conflict.

A true copy,

*Rhonda Dauphin Johnson*  
Municipal Clerk, CMC

ADOPTED by the Council  
APPROVED by the Mayor

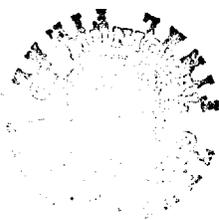
Jan 17, 2006  
Jan 24, 2006



**EXHIBIT A**  
**Legal Description**  
**Bellwood Quarry**

All that tract or parcel of land lying and being in the City of Atlanta in Land Lots 190 and 225 of the 17th District and Land Lots 144 and 145 of the 14th District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a 1/2" rebar found at the intersection of the eastern right-of-way line of Grove Park Place (60 foot right-of-way) with the southern right-of-way line of Johnson Road (80 foot right-of-way); thence northeasterly along said right-of-way line of Johnson Road the following courses and distances: 712.40 feet along the arc of a 1066.13 foot radius curve to the left (said arc being subtended by a chord lying to the northwest having a bearing and distance of North 70°05'17" East 699.22 feet) to a point; North 51°13'52" East 313.86 feet to an iron pin set; thence leave said right-of-way line and run South 78°27'59" East 702.14 feet to an iron pin set; run thence South 01°49'50" West 676.74 feet to an iron pin found; run thence South 87°34'35" East 532.40 feet to a point; run thence South 00°58'25" West 66.60 feet to a point; run thence South 87°05'19" East 615.67 feet to an iron pin set; run thence North 01°10'57" East 879.40 feet to an iron pin set; run thence southeasterly 34.13 feet along the arc of a 538.46 foot radius curve to the left (said arc being subtended by a chord lying to the northeast having a bearing and distance of South 64°38'44" East 34.13 feet) to an iron pin set; run thence South 00°53'57" West 1,021.51 feet to a Georgia Power monument; run thence South 21°00'54" East 1,138.04 feet to a Georgia Power monument; run thence South 00°51'47" East 300.00 feet to an iron pin set; run thence North 89°15'04" West 487.00 feet to an iron pin set; run thence South 07°53'49" West 548.50 feet to a point; run thence North 87°19'05" West 1,961.38 feet to a point; run thence North 00°28'32" East 1,034.65 feet to a point; run thence South 72°33'25" West 216.64 feet to a point; run thence North 00°42'02" East 342.88 feet to a point; run thence South 89°17'34" East 69.33 feet to a point; run thence northwesterly 449.58 feet along the arc of a 7242.25 foot radius curve to the right (said arc being subtended by a chord lying to the East having a bearing and distance of North 25°03'00" West 449.51 feet) to a point; run thence South 74°04'14" West 6.62 feet to a point on the easterly right-of-way line of Grove Park Place; run thence northwesterly along said right-of-way line the following courses and distances: 135.64 feet along the arc of a 412.82 foot radius curve to the left (said arc being subtended by a chord lying to the West having a bearing and distance of North 25°23'29" West 135.03 feet) to a point; North 34°48'05" West 281.47 feet to a point; 322.20 feet along the arc of a 542.77 foot radius curve to the right (said arc being subtended by a chord lying to the East having a bearing and distance of North 17°48'05" West 317.49 feet) to a point; North 00°48'05" West 94.27 feet to a 1/2" rebar found at the POINT OF BEGINNING; said metes and bounds, courses and distances being more particularly shown on that certain Boundary Survey for Vulcan Materials and Chicago Title Insurance Company, bearing the seal and certification of H. Tate Jones, GRLS Number 2339, dated December 23, 1997, last



**EXHIBIT B - DRAFT**

STATE OF GEORGIA

COUNTY OF FULTON

**LEASE AND ROYALTY AGREEMENT**

THIS LEASE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2006 by and between the CITY OF ATLANTA, a municipal corporation existing under the laws of the State of Georgia, hereinafter referred to as "CITY" or "Lessor" and the VULCAN CONSTRUCTION MATERIALS, L.P., a Delaware limited partnership, hereinafter referred to as the "Lessee" or "Vulcan."

**WITNESSETH**

WHEREAS, the City owns approximately 137.327 acres, as more particularly described on Exhibit "A" ("Property") generally known as the Bellwood Quarry, located in the City of Atlanta, Fulton County; and

WHEREAS, the Property was formerly owned by Fulton County, Georgia and was leased to a number of entities over the years who operated it as a quarry; and

WHEREAS, the City purchased the Bellwood Quarry to create a park and an off-river drinking water storage facility; and

WHEREAS, on December 3, 1997 Vulcan entered into a lease ("Fulton Lease") with Fulton County for the purpose of operating the Property as a quarry; and

WHEREAS, Vulcan sold and assigned its leasehold estate, right, title and interest in the Fulton Lease to the City on \_\_\_\_\_ 2006, when the City purchased the fee interest in the Property from Fulton County; and

WHEREAS, Vulcan wishes to lease the Property from the City to continue its quarrying operations for a period of two years beginning on \_\_\_\_\_ 2006, the date the Property was acquired by the City; and

WHEREAS, Vulcan shall cease its quarrying operations during the term of its two year lease and work with the City to restore the property in a manner that is conducive to its use as a park and drinking water storage facility; and

NOW, THEREFORE, in consideration of the Property and for the purpose of establishing the terms and conditions of an agreement between the City of Atlanta and Vulcan Materials Company, it is hereby agreed as follows:



**EXHIBIT B - DRAFT**

1. Property

The City does lease and demise unto Vulcan (the "Lessee") the property known as Bellwood Quarry or Vulcan Quarry, consisting of approximately 137.237 acres located at 900 Lois Street, NW Atlanta, Georgia 30318, as more particularly described in Exhibit "A". Excluded from the leased Property are portions of the previously leased premises which were acquired by MARTA in fee simple and as temporary construction easements for the construction of the MARTA Rapid Transit Rail Line Right-of-Way, and as were designated on the drawing attached hereto and identified as Exhibit "B".

2. Term of Agreement

Subject to the terms, covenants and conditions herein, Lessee shall have and hold the leased premises described herein for a term of two (2) years, commencing on \_\_\_\_\_ 2006, at midnight and terminating at midnight on the \_\_\_\_\_ 2008, unless sooner terminated as hereinafter provided. Lessee shall not have the option to renew this lease unless the objectives enumerated in section(s) 9 and \_\_\_\_\_ of this lease are not accomplished. *Lessee understands that at the end of this lease term, this agreement shall terminate absolutely and without further obligation on the part of the City.*

3. Possession and Use of Property

Parties agree that the Property is in the possession of the Lessee pursuant to its lease with Fulton County, the previous owner of the fee interest. Except as may otherwise be provided in Paragraph \_\_\_\_\_ below, the City leases the Property to Lessee commencing on the date of this Agreement, together with all equipment owned by the City located on and used in connection with said quarry site, to enable Lessee to quarry stone from said quarry during the term of this agreement, with the right of egress, ingress, and regress to and from the Property for the purpose carrying on such operations.

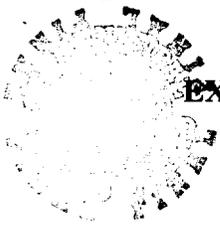
Lessee may construct or install new facilities on the Property, may dig and operate a pond for the storage of water required for the Lessee's operations, and may install water mains, electric lines, gas mains, or other utilities required for the successful operation of the Lessee's facilities.

4. Licenses

Lessee shall obtain, at its own expense, all permits and licenses required by all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the performance of the work called for by this lease agreement.

5. Rent

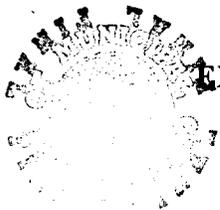
Lessee shall pay to Lessor as rental on the Property approximately \$740,000 per annum, which rental shall be comprised of a combination of the cash value of product, services and cash payments, as set forth below. The rental payment is established to reflect the cash value of the Fulton Lease, where said cash value equaled \$737,608 for fiscal year 2004 and \$726,084 for fiscal year 2005. Lessee shall make such rental payments to Lessor in consideration for all the privileges



**EXHIBIT B - DRAFT**

provided to Lessee herein, the following commencing on the date of this agreement and continuing during the term hereof:

- i. Lessee shall furnish to the City as determined by the user departments of the City, \_\_\_\_\_ tons of quarried stone, in accordance with the size and specifications desired by City of specifications prescribed by the latest edition of the "Georgia Department of Transportation Specifications for Construction of Roads and Bridges." The stone shall be delivered at the Property for removal by the City at its own expense. Lessee shall allow City use of Lessee's loading equipment for this purpose at an accessible location. In any event, City reserves the right to install and operate loading equipment on the Property where it desires to do so.
- ii. At the sole option of the City, the City may require its rental payments provided for above to be made in either quarried stone or in an equivalent value of plant mixed asphalt, or a combination of quarried stone and plant mixed asphalt. The value of stone due the City shall be based upon the average actual sales price of stone to the public and contract customers at Bellwood and internal use quantities charged at the average price of sales to the public and contract customers by type of stone, less an appropriate volume discount for the amount of stone used by Vulcan. The average actual sales price being defined as total stone sales by type divided by total tons sold by type. The calculation of the average sales price shall be made on an annual basis with the year ending on \_\_\_\_\_, the anniversary date of the lease. Quantity and price adjustments will be made on an annual basis and reflected on the \_\_\_\_ statement rendered by Vulcan to the City.
- iii. Lessee shall furnish to the City such services as shall be required to terraform the Property for the anticipated future use as park and as a raw drinking water reservoir. Such services shall be determined in cooperation with the Departments of Parks, Recreation and Cultural Affairs and Watershed Management. These services shall be those that may be conducted during the normal course of business by Lessee and shall not obligate Lessee to undertake any extraordinary measures to provide terraforming services.
- iv. Lessee shall make cash rental payments to the City, to the extent the value of the aforementioned services described herein are less than the annual rental payment of \$740,000, which payments shall be the difference between the cash value of services and the annual rental payment.
- v. Complete and accurate records shall be kept by the Lessee of all stone quarried and removed, and weights of such stone shall be verified by scale or railroad weight as shown by bills of lading of stone quarried and shipped by railway transportation. Stone delivered to the City shall be Soil



Aggregate Base, Graded Aggregate Base and other sizes of coarse and fine aggregate that are regularly manufactured at Bellwood and other plants operated by the Lessee. Vulcan will render to the City a monthly statement indicating the status of the Vulcan royalty account.

- vi. The City shall receive a preferred position for the loading of asphalt on its trucks.

**6. MARTA Property Impact Statement**

A part of the property located within the quarry site was acquired by Metropolitan Atlanta Rapid Transit Authority ("MARTA") on \_\_\_\_\_. In connection therewith MARTA had prepared a "Property Impact Statement," a copy of which is attached hereto as Exhibit "\_\_\_\_". This Agreement is made subject to all the terms of the terms and conditions of the abovementioned Property Impact Statement, and the Lessee shall be responsible for seeing that its operations are conducted so as not to conflict in any way with the provisions of the Property Impact Statement. Lessee agrees that it will property perform such quarry operations without cost or expense to the City. Lessee recognizes that its right of use of the quarry site is subordinate to and subject to the Property Impact Statement. Lessee acknowledges and agrees that it shall not be entitled to any compensation whatsoever, arising out of the use and occupancy of MARTA of the Property reserved in this section for the future use of MARTA. Lessee hereby waives any and all claims for damages resulting from Lessee's compliance with the Property Impact Statement as set forth herein.

**7. Environmental Liability**

Pursuant to this agreement, the Seller shall retain all responsibility for compliance with all federal, state and/or local environmental statutes, rules and regulations, including without limitation the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Emergency Planning and Community Right to Know Act ("EPCRA"), the Clean Water Act ("CWA"), the Clean Air Act ("CAA"), all as amended, and all applicable state statutes and federal and state regulations, and without limiting the foregoing, OCGA 12-4-70 et seq., the rules and regulations promulgated thereunder, Chapter 391-3-3 of the Georgia Comprehensive Rules and Regulations (collectively known as "Environmental Laws"), and Surface Mining Permit No. 055-98 (the "Permit"), as amended which, are affected by the Surface Mining Operation commonly known as Bellwood Quarry and operated by Vulcan Construction Materials, L.P. Seller's responsibilities shall include but not be limited to compliance with all applicable reclamation and closure requirements under all applicable Environmental Laws and the Permit, and shall include, without limitation, the removal or disposal of all structures, equipment, stockpiles, mining refuse and all other materials associated with surface mining and to the performance of all reclamation activities required of Seller in accordance with the mining operator's approved Surface Mining Land Use Plan or any subsequent plan approved by EPD prior to the end of the New Lease. Such work shall include, without limitation, proper removal and closure of any fueling or other tanks located on the Property.

## EXHIBIT B - DRAFT



Seller will accelerate aforementioned removal, disposal and reclamation to be complete no later than the termination date of the Leaseback period. Seller will also remain responsible for submitting and maintaining bonds in compliance with the aforementioned statutes and rules and for drafting, submitting and obtaining the required approvals for all amendments to the Mining Land Use Plan to complete removal, disposal and reclamation no later than the termination date of the Sale/Leaseback.

### 8. Residential Neighborhood Claim Fund

Vulcan shall continue to maintain and administer the Residential Neighborhood Claim Fund ("Fund") that was started by its predecessor C.W. Matthew Quarries, Inc. The Fund holds One Hundred and Fifty Thousand Dollars (\$150,000.00) and was established for the payment of damages to any residence located adjacent to the Property caused by Vulcan as a result of the operations on the Property. The fund is administered by three trustees, one appointed by Vulcan, one by City /Fulton County and the third appointed by the other two trustees. The residents may file claims for damages pursuant to procedures established by the Trustees for such damages. The decision of a majority of the Trustees shall be final as to such award.

### 9. Insurance

Lessee agrees to obtain and maintain during the entire term of this Agreement, including any renewal or extension of this lease, with the City as an additional named insured in each policy of public liability and property damage insurance, and shall furnish to the City a certificate of insurance showing the required coverage. Lessee shall carry its own contents insurance at its own expense to cover theft or loss by fire, casualty, or otherwise of its personal property. Lessee waives any right of claim against the City on account of any loss or damage to Lessee's property.

The cancellation of any policy required by this contract shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

### 10. Indemnity

Lessee shall indemnify and hold harmless City against the claims of any person and persons, whether employees, invitees, or licensees of the Lessee, or third persons, arising out of the operations of the Lessee under this agreement.

### 11. Bond

Lessee agrees to execute and deliver a bond with surety to the satisfaction of the City, in the amount of \_\_\_\_\_ dollars conditioned upon the faithful performance of this agreement including delivery of all stone pursuant to Section 4 of this Agreement.

### 12. Property Reclamation

Lessee agrees that it shall wind down its operations at the Property and commence reclamation of the Property as required by O.C.G.A. 12-4-70 et seq. Lessee agrees to



**EXHIBIT B - DRAFT**

work together with the City in good faith to perform such reclamation in conjunction and in a manner complementary with the City's development plan for the park and drinking water reservoir. Lessee agrees that it shall not act in any manner that would compromise the future use of the Property as a park and drinking water reservoir.

**13. City's Planned Development – Park and Reservoir**

The City has purchased the Property for the purpose of creating an off-river drinking water reservoir and park. The City shall engage the required staff to prepare a development plan for the Property within \_\_\_\_\_ period of time. The City anticipates that the Lessee's reclamation of the Property, as required by state law would be performed in conjunction with the City's development of the Property for water storage and park use.

**14. Solicitation of Agreement**

Seller warrants and represents to Purchaser that it has not employed or dealt with a real estate broker or agent in connection with the transaction contemplated hereby. Seller covenants and agrees to indemnify Purchaser against any loss, liability, costs, claims, demands, damages, actions, causes of action, and suits arising out of or in any manner related to the alleged employment, engagement or use by the indemnifying Party of any real estate broker or agent. The provisions of this Paragraph 7 shall survive Closing and Termination. Seller further represents to Purchaser that it has complied with Section 2-1485 of the Atlanta City Code which prohibits the payment of any real estate commission in connection with the transaction contemplated by this Contract.

**15. Notice**

Any notice which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and the time the same are deposited in the mail, with postage prepaid, to be mailed by registered or certified United States mail, return receipt requested, and addressed as follows:

Lessor, City of Atlanta:  
Commissioner, Department of Procurement  
City of Atlanta  
55 Trinity Avenue  
Atlanta, Georgia 30303

Lessee, Vulcan Materials Company, L.P.:

\_\_\_\_\_  
Vulcan Materials Company, L.P.  
\_\_\_\_\_  
\_\_\_\_\_

**16. Events of Default**



**EXHIBIT B - DRAFT**

**22. Successors and Assign**

This Agreement and its terms shall inure to the benefit of and be binding upon the successors and assigns and successors in interest of the parties hereto.

**23. Governing Law and Rules of Construction**

This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

The captions, headings and titles in this Agreement are for the purposes of identification only and shall not be considered in construing this Lease.

IN WITNESS WHEREOF, the City and the Lessee have set their hands and seals, and have cause this Agreement to be executed by the duly authorized officials, identified below as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**LESSEE**

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
VULCAN MATERIALS COMPANY, L.P.

ATTEST:

**LESSOR/CITY:**

\_\_\_\_\_  
Municipal Clerk

BY: \_\_\_\_\_ (SEAL)  
Mayor, CITY OF ATLANTA

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Chief Operating Officer



		01-17-06 Council Meeting
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 06-O-0195	44. 06-R-0212	85. 06-R-0108
2. 06-O-0198	45. 06-R-0068	86. 06-R-0109
3. 06-O-0199	46. 06-R-0069	87. 06-R-0110
4. 06-O-0179	47. 06-R-0070	88. 06-R-0111
5. 06-O-0206	48. 06-R-0071	89. 06-R-0112
6. 06-O-0197	49. 06-R-0072	90. 06-R-0113
7. 06-O-0191	50. 06-R-0073	91. 06-R-0114
8. 06-O-0192	51. 06-R-0074	92. 06-R-0115
9. 06-O-0193	52. 06-R-0075	93. 06-R-0116
10. 06-O-0196	53. 06-R-0076	94. 06-R-0117
11. 06-O-0200	54. 06-R-0077	95. 06-R-0118
12. 06-O-0202	55. 06-R-0078	96. 06-R-0119
13. 06-R-0052	56. 06-R-0079	97. 06-R-0120
14. 06-R-0053	57. 06-R-0080	98. 06-R-0121
15. 06-R-0054	58. 06-R-0081	99. 06-R-0122
16. 06-R-0055	59. 06-R-0082	100. 06-R-0123
17. 06-R-0056	60. 06-R-0083	101. 06-R-0124
18. 06-R-0057	61. 06-R-0084	102. 06-R-0125
19. 06-R-0058	62. 06-R-0085	103. 06-R-0126
20. 06-R-0059	ITEMS ADVERSED ON	104. 06-R-0127
21. 06-R-0060	CONSENT	105. 06-R-0128
22. 06-R-0163	63. 06-R-0086	106. 06-R-0129
23. 06-R-0168	64. 06-R-0087	107. 06-R-0130
24. 06-R-0169	65. 06-R-0088	108. 06-R-0131
25. 06-R-0209	66. 06-R-0089	109. 06-R-0132
26. 06-R-0210	67. 06-R-0090	110. 06-R-0133
27. 06-R-0211	68. 06-R-0091	111. 06-R-0134
28. 06-R-0170	69. 06-R-0092	112. 06-R-0135
29. 06-R-0062	70. 06-R-0093	
30. 06-R-0063	71. 06-R-0094	
31. 06-R-0064	72. 06-R-0095	
32. 06-R-0172	73. 06-R-0096	
33. 06-R-0050	74. 06-R-0097	
34. 06-R-0051	75. 06-R-0098	
35. 06-R-0161	76. 06-R-0099	
36. 06-R-0162	77. 06-R-0100	
37. 06-R-0178	78. 06-R-0101	
38. 06-R-0065	79. 06-R-0102	
39. 06-R-0066	80. 06-R-0103	
40. 06-R-0067	81. 06-R-0104	
41. 06-R-0173	82. 06-R-0105	
42. 06-R-0175	83. 06-R-0106	
43. 06-R-0176	84. 06-R-0107	

06-0-0202

(Do Not Write Above This Line)

AN ORDINANCE

BY: COUNCILMAN HOWARD SPOOK

AN ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE, ON BEHALF OF THE CITY, TO ACQUIRE THE INTEREST IN 137.27 ACRES OF PROPERTY KNOWN AS THE BELLWOOD QUARRY FROM FULTON COUNTY FOR A SUM OF \$ \_\_\_\_\_ DOLLARS AND THE LEASEHOLD INTEREST FROM VULCAN MATERIALS COMPANY FOR A SUM OF UP TO \$ \_\_\_\_\_

DOLLARS TO BE DRAWN FROM ACCOUNT NUMBER \_\_\_\_\_; TO DESIGNATE BELLWOOD QUARRY RESERVOIR ACQUISITION PROJECT FUNDS, PARK IMPROVEMENT BOND PROCEEDS AND BELTLINE TAX ALLOCATION DISTRICT BOND PROCEEDS, AS THE SOURCE FOR PAYMENT OF THE COST OF ACQUISITION; AUTHORIZE THE NEGOTIATION OF A PURCHASE CONTRACT AND THE EXECUTION AND DELIVERY OF TRANSFER DOCUMENTS; AND DEDICATE BELLWOOD QUARRY FOR PARK USE AND DRINKING WATER STORAGE, AND FOR OTHER PURPOSES.

SUBSTITUTE

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

Date Referred 1/3/06

Referred To: Finance / Ex

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Referred To \_\_\_\_\_

1/1 Paid 06  
Chair  
Action  
Fav, Adv, Hold (see rev. side)  
Other

Members  
Chair  
Date  
Refer To

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

Members  
Chair  
Date  
Refer To

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

Members  
Chair  
Date  
Refer To

ADOPTED BY  
JAN 17 2005  
COUNCIL

Refer To

FINAL COUNCIL ACTION

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

CERTIFIED

CERTIFIED  
JAN 17 2006  
ATLANTA CITY COUNCIL PRESIDENT  
Jan Dr. Foster

CERTIFIED  
JAN 17 2006  
Renee Doughton Johnson  
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED  
MAYOR  
JAN 24 2005