

**10-R-1725**  
(Do Not Write Above This Line)

A RESOLUTION  
BY COMMUNITY DEVELOPMENT/HUMAN  
RESOURCES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR  
TO ENTER INTO AN INTERGOVERNMENTAL  
AGREEMENT WITH THE ATLANTA  
DEVELOPMENT AUTHORITY IN AN AMOUNT  
NOT TO EXCEED THREE HUNDRED  
THOUSAND DOLLARS AND NO CENTS  
(\$300,000.00) FROM THE "NEIGHBORHOOD  
ALLOCATION" CREATED IN CONNECTION  
WITH THE IMPLEMENTATION OF THE  
WESTSIDE TAX ALLOCATION OF THE  
WESTSIDE DISTRICT, NUMBER 1 AS AMENDED-  
ATLANTA/WESTSIDE (THE "WESTSIDE  
TAD") FUNDS FOR THE PURPOSE OF  
FUNDING THE DEMOLITION OF  
STRUCTURES UNFIT FOR HUMAN  
HABITATION, THE CLEAN AND CLOSE OF  
ABANDONED STRUCTURES AND/OR THE  
ABATEMENT OF EXCESSIVE OVERGROWTH  
AND JUNK, TRASH, OR DEBRIS ON  
PROPERTIES WITHIN THE ENGLISH  
AVENUE AND VINE CITY NEIGHBORHOODS;  
AND FOR OTHER PURPOSES.

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

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

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

Committee CD/HR  
Date 9/28/10  
Chair Joanne Shepherd  
Action Fav, Adv, Hold (see rev. side)  
Other \_\_\_\_\_  
Members \_\_\_\_\_  
Refer To \_\_\_\_\_

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Action \_\_\_\_\_  
Other \_\_\_\_\_  
Members \_\_\_\_\_  
Refer To \_\_\_\_\_

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Action \_\_\_\_\_  
Other \_\_\_\_\_  
Members \_\_\_\_\_  
**ADOPTED BY**  
OCT 04 2010  
**COUNCIL**  
Refer To \_\_\_\_\_

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Action \_\_\_\_\_  
Other \_\_\_\_\_  
Members \_\_\_\_\_  
Refer To \_\_\_\_\_

FINAL COUNCIL ACTION

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

CERTIFIED

CERTIFIED  
OCT 04 2010  
ATLANTA CITY COUNCIL PRESIDENT  
*[Signature]*

CERTIFIED  
OCT 04 2010  
Ronda Daughlin Johnson  
MUNICIPAL CLERK

MAYOR'S ACTION

**APPROVED**  
OCT 12 2010  
*[Signature]*  
MAYOR



**A RESOLUTION  
BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ATLANTA DEVELOPMENT AUTHORITY IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$300,000.00) FROM THE "NEIGHBORHOOD ALLOCATION" CREATED IN CONNECTION WITH THE IMPLEMENTATION OF THE WESTSIDE TAX ALLOCATION BOND DISTRICT, NUMBER 1, AS AMENDED-ATLANTA/WESTSIDE (THE "WESTSIDE TAD") FUNDS FOR THE PURPOSE OF FUNDING THE DEMOLITION OF STRUCTURES UNFIT FOR HUMAN HABITATION, THE CLEAN AND CLOSE OF ABANDONED STRUCTURES AND/OR THE ABATEMENT OF EXCESSIVE OVERGROWTH AND JUNK, TRASH, OR DEBRIS ON PROPERTIES WITHIN THE ENGLISH AVENUE AND VINE CITY NEIGHBORHOODS; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City has appointed the Atlanta Development Authority ("ADA") as the City's redevelopment agency pursuant to the Redevelopment Powers Law ("Act") for the purpose of implementing the redevelopment initiatives set forth in the Westside TAD Redevelopment Plan, and for other purposes, including, without limitation, implementing the neighborhood project funding mandate of the City from the "Neighborhood Allocation" (referred to as the "Neighborhood Fund"); and

**WHEREAS**, pursuant to Resolutions 06-R-2615 and 08-R-1694 the City has entered into similar intergovernmental agreements with ADA; and

**WHEREAS**, the Board of Directors of ADA have approved an allocation of \$300,000 from the Neighborhood Fund to fund the Westside TAD Demolition/Clean and Close Projects within the English Avenue and Vine City neighborhoods; and

**WHEREAS**, the City of Atlanta In Rem Review Board routinely orders either the demolition or the cleaning and closing of structures, depending on the level of deterioration, determined to be unfit for human habitation as authorized by O.C.G.A. § 36-61-11 and the Atlanta Housing Code; and

**WHEREAS**, in the event no timely action is taken by the responsible party to comply with the Board's Order, the City is authorized to carry out the Order using public funds and lien the property for its costs; and

**WHEREAS**, use of the Neighborhood Fund for these purposes will allow the City the financial ability to carry out the Board's Orders on properties located in the English Avenue and Vine City neighborhoods within the Westside TAD, thereby abating these nuisance structures which have a deleterious effect on the public health, safety and welfare.



**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ATLANTA,  
GEORGIA RESOLVES AS FOLLOWS:**

**Section 1.** The Mayor is authorized to negotiate, execute and deliver an Intergovernmental Agreement, in the form as substantially attached hereto as Exhibit "A", by and between the City and the Atlanta Development Authority in an amount not to exceed \$300,000.00 memorializing the terms and conditions of the Neighborhood Fund allocation for the *in rem* condemnation/demolition projects.

**Section 2.** Use of the Neighborhood Fund allocation shall be for the purposes of: (i) demolition of dilapidated structures unfit for human habitation; (ii) clean & close of properties that contain abandoned and/or unsecured structures not determined to be dilapidated; or (iii) abatement of excessive overgrowth and junk, trash, or debris on such properties.

A true copy,



Deputy Clerk

**ADOPTED by the Atlanta City Council  
APPROVED by Mayor Kasim Reed**

**OCT 04, 2010  
OCT 12, 2010**



## EXHIBIT "A"

### INTERGOVERNMENTAL AGREEMENT FOR THE UNDERTAKING OF CERTAIN IN REM CONDEMNATION, DEMOLITION AND/OR CLEANING AND CLOSING RELATED REDEVELOPMENT ACTIVITIES WITHIN THE ENGLISH AVENUE AND VINE CITY AREA OF THE WESTSIDE TAD

**THIS INTERGOVERNMENTAL AGREEMENT** (this "Agreement") is made this \_\_\_\_ day of August, 2010, by and between the **CITY OF ATLANTA, GEORGIA**, a municipal corporation of the State of Georgia (the "City"), and **THE ATLANTA DEVELOPMENT AUTHORITY**, a public body corporate and politic of the State of Georgia (the "Authority"), by and through the respective governing authorities of each pursuant to the provisions of Article IX, Section II, Para. III of the Georgia Constitution of the State of Georgia of 1983, as amended, and the general, special and local laws of said State, and the resolutions and ordinances of each of the parties concerning the undertaking of certain in rem condemnation, demolition and/or clean and close projects within the City of Atlanta Tax Allocation District No. 1 – Westside (the "Westside TAD Demolition/Clean and Close Projects"), all as authorized under the Redevelopment Powers Law, O.C.G.A. § 36-44-1, *et seq.* (the "Act").

#### WITNESSETH:

**WHEREAS**, the Act provides for the establishment of redevelopment powers and the creation of redevelopment plans and tax allocation districts by counties and municipalities in the State of Georgia;

**WHEREAS**, the purpose of the Act is to improve economic and social conditions within substantially underutilized and economically and socially depressed urban areas that contribute to or cause unemployment, limit the tax resources of counties and municipalities while creating a greater demand for governmental services, have a deleterious effect upon the public health, safety, morals and welfare, and impair or arrest the sound growth of the community as a whole;

**WHEREAS**, to encourage the redevelopment of the western downtown area of the City, the City Council of the City, by Resolution 92-R-1575, adopted on December 7, 1992, and signed by the Mayor on December 15, 1992 (the "Original Westside TAD Resolution"), among other things, (i) created the Techwood Park Urban Redevelopment Area and Tax Allocation District Number One – Atlanta/Techwood Park (the "Original Westside Redevelopment Area and TAD") and (ii) adopted the Techwood Park Urban Redevelopment Plan (the "Original Westside Redevelopment Plan") pursuant to the authority granted to the City under the Act;

**WHEREAS**, pursuant to Resolution 98-R-0777, adopted by the City Council of the City on July 6, 1998, and approved by the Mayor on July 15, 1998, the City, among other things, (i) expanded the Original Westside Redevelopment Area and TAD and renamed the tax allocation district "The Westside Tax Allocation Bond District, Number 1, As Amended – Atlanta/Westside" (the "Westside TAD") and (ii) amended the Original



Westside Redevelopment Plan and renamed same the “The Westside Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)” (the “Redevelopment Plan”), all as provided under the Act;

**WHEREAS**, the City has appointed the Authority as the City’s redevelopment agency pursuant to the Act for the purpose of implementing the redevelopment initiatives set forth in the Redevelopment Plan, and for other purposes, including, without limitation, implementing the neighborhood project funding mandate of the City from the “Neighborhood Allocation” (referred to as the “Neighborhood Fund”);

**WHEREAS**, on December 17, 2009, the Board of Directors of the Authority approved an allocation of \$300,000 from the Neighborhood Fund (the “Project Allocation”) to fund the Westside TAD Demolition/Clean and Close Projects to support the Neighborhood Planning Unit’s and the City’s efforts to improve the redevelopment potential of neighborhoods within the Vine City and English Avenue areas through in rem condemnation, demolition and/or cleaning and closing of abandoned, unsecured or dilapidated structures and/or for the abating of excessive overgrowth and junk, trash or debris from these properties within the Westside TAD, as more fully described in **Exhibit A** attached hereto;

**WHEREAS**, pursuant to O.C.G.A § 36-61-11, the City of Atlanta has created by ordinance the In Rem Review Board (the “Board”) to hear cases in which it is alleged that dwellings or other structures intended for human habitation are unfit for human habitation or may imperil the health, safety, or morals of the occupants thereof or the surrounding areas and upon the requisite showing order such dwellings or structures repaired, cleaned and closed, or demolished by the responsible party; **WHEREAS**, in the event no timely action is taken by the responsible party to comply with the Board’s Order, the City is authorized to carry out the Order using City funds and lien the property for its costs;

**WHEREAS**, by resolution of the City Council of the City adopted on September 2, 2008 and approved by the Mayor on September 8, 2008, as said resolution was amended by the City Council of the City on \_\_\_\_\_, 2010 and approved by the Mayor on \_\_\_\_\_, 2010 (collectively, the City Approving Resolution”), the City authorized accepting and expending the Project Allocation for the Westside TAD Demolition Clean and Close Projects; and

**WHEREAS**, the City and the Authority have each determined that the undertaking of the Westside TAD Demolition/Clean and Close Projects will have a positive impact on and is in the best interest of the residents of the Westside TAD, as a whole, and the English Avenue and Vine City area within such Westside TAD, in particular.

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



**Section 1.** The Authority hereby agrees to fund the Project Allocation in one or more installments pursuant to requisitions provided to the Authority by the City, in a form reasonably satisfactory to the Authority; provided, however, that (i) the Authority will use its best efforts to make funds available to the City within ten (10) business days of the approval of any requisition for payment and (ii) the City shall not submit more than one (1) requisition per month. The Authority reserves the right to require the City to comply with any and all requisition procedures then applicable to projects awarded funding, directly or indirectly, from the applicable Westside TAD bonds from which the Project Allocation is funded.

**Section 2.** The City agrees to administer the Westside Demolition/Clean and Close Projects pursuant to the guidelines and parameters established in the City Approving Resolution attached to this Agreement as **Exhibit A**, including the project description attached thereto and by reference made a part hereof (such guidelines being referred to as the "Project Guidelines") and in accordance with all applicable laws, rules and regulations relating thereto. Without limiting the generality of the foregoing, the City agrees that it will be solely responsible for the following activities and that the Authority's sole role will be to provide the funding for such activities upon proper requisition for such funds:

1. The City, acting through the Office of Code Compliance, shall select each dilapidated property for which the City seeks funding from the Project Allocation as contemplated by this Agreement; provided, however, that all such properties shall be located within the English Avenue and/or Vine City area of the Westside TAD, and shall meet the criteria contemplated in the Project Guidelines.
2. The City shall undertake the Westside Demolition/Clean and Close Projects in a good and workmanlike manner, and shall assume responsibility for all implementation, compliance and other legal and administrative matters necessary or convenient with respect to such undertaking, including, without limitation, compliance with all applicable laws, rules and regulations relating to the actions necessary or appropriate to complete the Westside Demolition/Clean and Close Projects.
3. The City shall be responsible for all coordinating activities with NPU-L, as and to the extent it deems in its sole discretion necessary or appropriate.

**Section 3.** The City agrees to provide the Authority with such documents and information as may be reasonably requested by the Authority to establish compliance by the Authority with the requirements and conditions set forth in the documents and agreements relating to the Westside TAD bonds from which the funding for the Project Allocation is derived, including, without limitation, (i) documents or certificates evidencing or affirming compliance with the Project Guidelines, (ii) records demonstrating the City's use of all of the Project Allocation within the English Avenue and/or Vine City area of the Westside TAD, and (iii) monthly reports and records (in such form as is reasonably satisfactory to the Authority) evidencing the receipt and expenditure of all of the Project Allocation and completion of all of the condemnation, demolition and clean and close activities hereby contemplated.



**Section 4.** The parties hereby agree that this Agreement may be extended, renewed, modified or otherwise amended only upon the written consent of both parties.

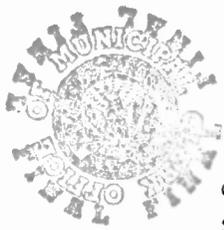
**Section 5.** To the extent permitted by law, the City shall and does agree to protect, defend, indemnify and save the Authority and its respective agents, employees, officers and legal representatives (collectively, the "Indemnified Persons") harmless for, from and against any and all claims, demands, counterclaims, damages, disbursements, losses, judgments, liabilities, penalties, injuries, fines, litigation, lawsuits and other proceedings and costs and expenses (including reasonable attorneys' fees and expenses) (collectively, "Loss") imposed upon or asserted against any Indemnified Person by reason of any injury, death, damage or loss to persons (including workmen) or property sustained in connection with or incidental to the Westside Demolition/Clean and Close Projects as set forth in this Agreement, or by reason of any inaccuracy in or breach of any representation, warranty, obligation or agreement of the City contained in this Agreement; provided, however, that the City shall have no obligation to indemnify or hold any Indemnified Person harmless for, from and against any Loss where such Loss results directly from the intentional or grossly negligent act of such Indemnified Person. The foregoing indemnity is no way conditioned upon fault on the part of the City or upon any other event, occurrence, matter or circumstance, except as specifically set forth in this Agreement.

To the extent permitted by law, the Authority shall indemnify, defend and save the City and its respective agents, employees, officers and legal representatives from and against any Loss which accrue against or are incurred by the City and which arise from or out of the obligations and responsibilities assumed by the Authority with respect to the Westside Demolition/Clean and Close Projects as set forth in this Agreement. The foregoing indemnity is no way conditioned upon fault on the part of the Authority or upon any other event, occurrence, matter or circumstance, except as specifically set forth in this Agreement.

**Section 6.** This Agreement shall remain in effect until the earlier to occur of (i) the first (1st) anniversary of this Agreement, (ii) the expenditure, by the City, of the Project Allocation in full and performance of all of its obligations hereunder, or (iii) the earlier termination of this Agreement by a non-defaulting party as contemplated herein. Notwithstanding the foregoing, the indemnification provisions set forth above shall expressly survive the termination of this Agreement.

**Section 7.** This Agreement shall be governed by and construed under the laws of the State of Georgia. A breach of any provision of this Agreement shall be deemed material and the non-breaching party shall have the right to pursue such remedies, at law or in equity, to seek compliance by the breaching party, including, without limitation, seeking specific performance; provided, however, that the breaching party shall not be deemed in default until it has been provided thirty (30) days written notice specifying the breach asserted by the non-breaching party.

**Section 8.** Time is of the essence in every particular, and especially where the obligation to pay money is involved.



**Section 9.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which when taken together constitute a single document.

**Section 10.** The provisions of this Agreement shall be deemed independent and severable. In the event any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement.

[Remainder of Page Intentionally Left Blank]



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed and delivered as of the effective date first above stated.

**CITY OF ATLANTA, GEORGIA**

By: \_\_\_\_\_  
Kasim Reed  
Mayor

ATTEST:

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

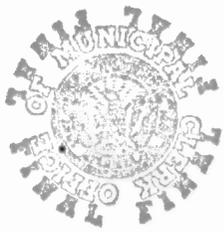
APPROVED AS TO FORM:

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

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
Commissioner, Department of Planning and  
Community Development

[Signatures Continued on Following Page]



**THE ATLANTA DEVELOPMENT  
AUTHORITY**, as Redevelopment Agency

By: \_\_\_\_\_  
Ernestine W. Garey  
Interim President

ATTEST:

\_\_\_\_\_  
Assistant Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Senior Counsel

RCS# 575  
10/04/10  
2:49 PM

Atlanta City Council

REGULAR SESSION

CONSENT I

ADOPT

YEAS: 13  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 3  
EXCUSED: 0  
ABSENT 0

Y Smith	NV Archibong	Y Moore	Y Bond
NV Hall	Y Wan	Y Martin	Y Watson
Y Young	Y Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

CONSENT I

<b>ITEMS ADOPTED ON CONSENT</b>	<b>ITEMS ON ADVERSED CONSENT</b>	<b>10-04-10</b>
1. 10-O-1169 2. 10-O-1653 3. 10-O-1658 4. 10-O-1659 5. 10-O-1695 6. 10-O-1664 7. 10-O-1665 8. 10-O-1737 9. 10-O-1168 10. 10-O-1461 11. 10-O-1735 12. 10-R-1723 13. 10-R-1727 14. 10-R-0881 15. 10-R-1696 16. 10-R-1749 17. 10-R-1752 18. 10-R-1753 19. 10-R-1754 20. 10-R-1755 21. 10-R-1756 22. 10-R-1725 23. 10-R-1734 24. 10-R-1740 25. 10-R-1746 26. 10-R-1703 27. 10-R-1704 28. 10-R-1705 29. 10-R-1706 30. 10-R-1707 31. 10-R-1708 32. 10-R-1709 33. 10-R-1710 34. 10-R-1711 35. 10-R-1712	36. 10-R-1713 37. 10-R-1714 38. 10-R-1715 39. 10-R-1716	