

#4

2485

13-R-3314

(Do Not Write Above This Line)

A RESOLUTION

BY

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A SERVICE AGREEMENT BETWEEN THE CITY OF ATLANTA AND ATLANTA BELTLINE, INC. ON BEHALF OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA FOR THE ATLANTA STREETCAR EXPANSION STRATEGY; AND FOR OTHER PURPOSES

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1<sup>ST</sup> ADOPT 2<sup>ND</sup> READ & REFER
- PERSONAL PAPER REFER

Date Referred

7/1/13

Referred To:

Finance/Exec

Date Referred

7/15/13

Referred To:

Finance/Exec

Date Referred

Referred To:

First Reading

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

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

Refer To

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

Refer To

FINAL COUNCIL ACTION

2<sup>ND</sup>  1<sup>ST</sup> & 2<sup>ND</sup>  3<sup>RD</sup>

Readings

Consent  V Vote  RC Vote

CERTIFIED

CERTIFIED

JUL 15 2013

ATLANTA CITY COUNCIL PRESIDENT

CERTIFIED

JUL 15 2013

Rhonda Daughin Johnson  
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

JUL 24 2013

WITHOUT SIGNATURE  
BY OPERATION OF LAW



CITY COUNCIL  
ATLANTA, GEORGIA

13-R-3314  
- 3308  
13-R-3314

**A RESOLUTION**

**BY** \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A SERVICE AGREEMENT BETWEEN THE CITY OF ATLANTA AND ATLANTA BELTLINE, INC. ON BEHALF OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA FOR THE ATLANTA STREETCAR EXPANSION STRATEGY; AND FOR OTHER PURPOSES**

**WHEREAS**, the Atlanta Development Authority, d/b/a Invest Atlanta (“Invest Atlanta”) has been duly created and is existing under and by virtue of the Constitution and laws of the State of Georgia, in particular the Development Authorities Law of Georgia (O.C.G.A. §36-62-1 *et seq.*, as amended) (the "Act") and Resolution 97-R-0716 adopted by the City Council of the City of Atlanta (the “City”) and approved by the Mayor on May 19, 1997 (the "Authorizing Resolution"), and is now existing and operating as a public body corporate and politic and instrumentality of the State of Georgia; and

**WHEREAS**, pursuant to the Redevelopment Powers law, O.C.G.A. S 36-44-1 *et seq.* and Ordinance -5-O-1733 (the “Beltline Ordinance”) adopted by the City Council of the City of Atlanta (the “City Council”) on November 7, 2005 and approved by the Mayor of the City on November 9, 2005, The Atlanta Development Authority d/b/a Invest Atlanta (“The Authority”) was designated as the redevelopment agency with respect to the City’s Tax Allocation District Number Six –Beltline (the “BeltLine TAD”) and the Beltline Ordinance further authorized and approved the Beltline Redevelopment Plan (the “Redevelopment Plan”) to be implemented within the BeltLine TAD; and

**WHEREAS**, ABI has been formed by The Atlanta Development Authority to perform certain of The Authority’s redevelopment responsibilities with respect to the BeltLine TAD and to serve as the implementation agent of The Authority pursuant to that certain Services Agreement between The Atlanta Development Authority d/b/a Invest Atlanta (“The Authority”) and Atlanta Beltline, Inc. dated May 27, 2008 as amended, (the “ADA/ABI Agreement”);

**WHEREAS**, Invest Atlanta has provided redevelopment services for the benefit of the City and desires to continue to provide such services to the City and any future services that may be requested from time to time by the City; and

**WHEREAS**, the City has committed to provide local funds to complete transit portions of the Connect Atlanta Plan and the City has applied for and anticipates receiving future federal funds to help complete the Atlanta Streetcar Expansion Strategy, including the Atlanta BeltLine Transit Element (collectively referred to herein as the “Project”); and

**WHEREAS**, the City desires to engage ABI as its agent to oversee and contract for the planning and design of the Project; and



**WHEREAS**, ABI and the City (the "Parties") negotiated the terms of a Service Agreement amongst the parties regarding the Atlanta Streetcar Expansion Strategy and the Atlanta BeltLine Transit Element (the "Service Agreement");

**WHEREAS**, ABI desires to authorize the execution and delivery of a Service Agreement between ABI and the City regarding the Atlanta Streetcar Expansion Strategy and the Atlanta BeltLine Transit Element, the Service Agreement, the form of which is attached hereto as Exhibit A; and

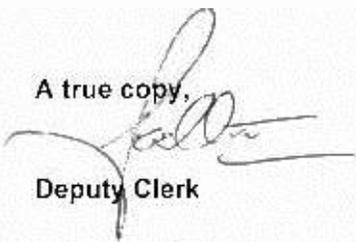
**WHEREAS**, the City and Invest Atlanta desire to enter into a Services Agreement (the "Intergovernmental Agreement"), in substantial form as attached in Exhibit A.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES**, that the Mayor is authorized to enter into "The Agreement" with ABI for the provision of planning services to the City, in substantially the form attached as Exhibit A.

**BE IT FURTHER RESOLVED**, that the City Attorney is directed to negotiate, prepare, and/or review the Service Agreement to affect the intent of this ordinance provided that such agreement is in compliance with the conditions set forth herein.

**BE IT FINALLY RESOLVED**, that the Agreement (and any additional amendments to the Agreement) will not become binding upon the City and the City will incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to the Parties.

A true copy,



Deputy Clerk

ADOPTED by the Atlanta City Council  
APPROVED as per City Charter Section 2-403

JUL 15, 2013  
JUL 24, 2013



**STATE OF GEORGIA  
COUNTY OF FULTON**

**SERVICES AGREEMENT**

This Services Agreement (this “Agreement”), is entered into as of the \_\_\_\_ day of March, 2013 (“Effective Date”), by and between the CITY OF ATLANTA, a municipal corporation of the State of Georgia (the “City”), and ATLANTA BELTLINE, INC., a Georgia not-for-profit corporation, acting as implementation agent for THE ATLANTA DEVELOPMENT AUTHORITY(d/b/a “Invest Atlanta” or “IA”) for the Atlanta Streetcar Expansion Strategy (“ABI”, and the City and ABI being collectively referred to as “Parties” or each as a “Party”).

**WITNESSETH**

**WHEREAS**, pursuant to the Redevelopment Powers Law, O.C.G.A. § 36-44-1 *et seq.* and Ordinance 05-O-1733 (the “BeltLine Ordinance”), adopted by the City Council of the City (the “City Council”) on November 7, 2005 and approved by the Mayor of the City on November 9, 2005, The Atlanta Development Authority (the “ADA”) was designated as the redevelopment agency with respect to the City’s Tax Allocation District Number Six – BeltLine (the “BeltLine TAD”) and the BeltLine Ordinance further authorized and approved the BeltLine Redevelopment Plan (the “Redevelopment Plan”) to be implemented within the BeltLine TAD; and

**WHEREAS**, ABI has been formed by the ADA to perform certain of ADA’s redevelopment responsibilities with respect to the BeltLine TAD and to serve as the implementation agent of ADA pursuant to that certain Services Agreement between the ADA and ABI dated May 27, 2008, as amended (the “ADA/ABI Agreement”); and

**WHEREAS**, the City has committed to provide local funds and has applied for and anticipates receiving future federal funds to complete portions of the Connect Atlanta Plan, the Atlanta BeltLine Subarea Master Plans and the Atlanta Streetcar Expansion Strategy including the Atlanta BeltLine Transit Component (collectively referred to herein as the “Project”); and,

**WHEREAS**, the City desires to engage ABI, as its agent, to oversee and contract for the planning and design and construction of the Project as defined herein below; and,

**WHEREAS**, the Project has been developed through collaboration between and amongst the COA, ABI and IA, referred to as the “Local Funding Partners”; and

**WHEREAS**, subject to the terms and conditions set forth herein, the City and ABI agree that ABI shall complete the Project as defined herein below on behalf of the City, subject to the City’s funding of the same.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants hereinafter set forth and other valuable consideration, the Parties hereby agree as follows:

**Section 1. Statement of Agreement**



The City and ABI hereby agree that ABI will be responsible for and perform the obligations associated with the implementation of the Project in the phases defined in Section 2. Scope of Work. ABI may act as the City's agent and enter into agreements with one or more consultants to perform said obligations, so long as the process to enter into such agreements and the terms of such agreements are consistent with this Agreement and applicable law.

## **Section 2. Scope of Work**

The Project shall include the completion of the Connect Atlanta Plan, the Atlanta BeltLine Subarea Master Plans and the Atlanta Streetcar Expansion Strategy including the Atlanta BeltLine Transit Component as requested by the City through Work Orders. The initial Scope of Work includes the tasks defined on Work Order #1 attached hereto in Exhibit A requested in support of Atlanta Streetcar Expansion Strategy (SES) Transit Corridors 1W, 1E, 2W, 2E, and 3 to 6.

## **Section 3. Time of Performance**

ABI shall commence the performance of its obligations no later than thirty (30) calendar days after receipt of a Work Order. Each Work Order shall specify the estimated date of completion of the scope of work agreed to by the parties.

## **Section 4. Funding of the Project**

4.1 ABI and the City hereby acknowledge and agree that the portion of the Project described under Work Order #1 consists of a series of interrelated streetcar projects which are described in further detail on Exhibit A attached hereto which are estimated to cost Six Million Thirty-Four Thousand Dollars (\$6,034,000). The parties acknowledge that these projects are being paid for from a combination of City, tax allocation district, and federal funding sources, which are anticipated to be allocated to the Project.

4.2 ABI and the City further acknowledge and agree that the allocation and disbursement of the project funds shall be subject to the terms of this Agreement and that the parties shall jointly agree on the final budget for each task during the Project Budget review process. The cost for ABI's coordination and management services will be included as a part of each task budget.

4.3 All costs of the Project in excess of the aforementioned estimated costs shall be considered project shortfalls. The City is obligated to fund project shortfalls, if the shortfalls arise on tasks requested to be performed under an assigned Work Order. The City reserves the right to modify the Work Order to address the shortfalls, or withdraw the Work Order should additional funding not be available.

## **Section 5. ABI's Obligations.**

5.1. **General Obligation.** ABI shall manage the planning, design and construction of the assigned portion of the Project in accordance with the terms and conditions of this Agreement and in accordance with all applicable local, state and federal laws, regulations, policies and standards. ABI shall seek, and the City will provide oversight on Work Orders in compliance with assigned responsibilities, including, but not limited to, ongoing review and approval of project budget, schedule, preliminary design, environmental review, final design, and construction. ABI shall incorporate into its project schedule reasonable review time for the City and a Steering Committee to be created for the



Project with representatives from the Local Funding Partners. ABI agrees to incorporate into its work activities at the direction of the City through the Steering Committee.

**5.2. Planning and Environmental Documentation.** ABI shall cause planning and environmental reviews for the assigned portion of the Project to be completed in conformance with all applicable local, state and federal laws, regulations and standards. ABI shall submit all final environmental documents, notices and applications for federal funding to the City and all other applicable governmental agencies for review and approval, which review from the City, shall be provided in accordance with the approved project schedule, so as not to delay completion of the assigned portion of the Project. If satisfactory, the City shall provide approval of said documents, notices and applications in writing. Any changes or amendments in the originally approved documents, notices and applications must be expressly approved by the City.

**5.3 Design/Plans.** ABI shall cause the assigned portion of the Project to be designed in conformance with all applicable local, state and federal laws and standards. ABI shall submit all design drawings, plans and specifications to the City and all other applicable governmental agencies for review and approval, which review from the City, shall be provided in accordance with the approved project schedule, so as not to delay completion of the assigned portion of the Project. If satisfactory, the City shall provide approval of said drawings in writing. Any changes or amendments in the originally approved drawings must be expressly approved by the City. Originally approved drawings and any subsequently approved amendments shall be referred to as "Approved Plans."

**5.4 Professional Responsibility.** ABI shall assume all responsibility with respect to the professional quality, technical accuracy, and the coordination of all plans, designs, drawings, and specifications, and other services provided for the completion of the assigned portion of the Project. ABI shall correct or revise or cause to be corrected or revised any errors and deficiencies in the designs, drawings, specifications, or other services provided for the assigned portion of the Project. The City will give written notice to ABI of said errors or deficiencies. ABI assumes all responsibility caused by such errors and deficiencies and agrees that the time period specified in the Work Orders is sufficient to make such revisions and corrections. ABI shall be responsible for any claim, damage, loss, or expense to the City that is attributable to errors or omissions related to the plans, designs, drawings, specifications, or other services provided for the assigned portion of the Project.

**5.5. Permits, approvals, licenses, inspection and certifications fees.** Since ABI is undertaking the assigned Projects pursuant to this Services Agreement as an agent of the City, ABI shall not have to pay any fees associated with permits, licenses, certifications, and inspections necessary for the design of the assigned Project. ABI shall be entitled to receive reimbursement from the City for any such fees paid for permits, licenses, certification and inspections for this City owned project.

**5.6. Acquisition of Land and Easements.**

5.6.1. The City hereby consents to and authorizes ABI, its representatives, authorized agents and Subcontracted Parties, to enter upon and into the City's property and current right-of-way and easements ("Encroachment Area") for the purpose of constructing the assigned portion of the Project in accordance with the Approved Plans and the terms of this Agreement. ABI agrees that this right to use the Encroachment Area shall be non-exclusive and temporary and shall



terminate upon the completion of the Project. Furthermore, said encroachments rights shall be and are subject to any existing agreements of record that the City has with any third party.

5.6.2. Land Acquisition. ABI shall endeavor to acquire fee simple title to all land required for the Project, which land will be more particularly described in the final approved assigned portion of the Project plans and survey, for the benefit of constructing the assigned portion of the Project, including any easements required the ("Property"). In conjunction with the acquisition of the Property, ABI shall obtain an American Land Title Association ALTA survey of the Property and take all necessary measures, without limitation performing appropriate environmental assessments and title examinations. Upon the final completion of any assigned portion of the Project, as approved by the City, ABI shall convey good and marketable fee simple title to the Property to the City pursuant to a Quitclaim Deed, free and clear of all title and environmental encumbrances; and the City shall accept the same on the condition that ABI provide the City with a legal description of the Property, an acceptable title insurance policy issued to the City of Atlanta, in an amount as determined necessary by the City, certify that the Property is free from any and all environmental hazards; and provide the City with an ALTA survey of the Property. The transfer of title to the Property and related portion of the assigned portion of the Project facilities shall be documented in forms acceptable to the City Attorney and completed at the direction of the City Attorney. ABI shall further acquire all temporary and permanent easements, if any, necessary for any assigned portion of the Project and, upon dedication of the assigned portion of the Project, ABI shall dedicate all permanent easements to the City in conformance with the Approved Plans. Construction of any assigned portion of the Project shall not commence until all necessary easements, rights of entry, access, property acquisition or other interests are duly acquired. If ABI is not successful in acquiring such easements and rights of access, ABI shall notify the City in writing. After such notification, the City agrees to cooperate in consideration of using all appropriate rights and remedies to assist in acquiring necessary fee simple, easements, access or other property interests.

5.6.3 Notwithstanding anything to the contrary set forth herein, ABI does not assume and shall not have responsibility for, nor shall the work or services to be performed by ABI include, remediation of any hazardous materials. The Service Fee does not include the costs of remediation of hazardous materials. Any such costs incurred on any assigned portion of the Project shall be a cost of the project and paid for by the City as a part of the Project Budget. ABI shall have no obligation to procure title to the Property unless ABI has first determined, in its sole and reasonable discretion that no hazardous materials are present on the Property for which the ABI, in taking title, would become responsible and/or which would need to be remediated as a condition to completion of the Project

#### 5.7. **Construction of Project.**

5.7.1. Completion Standard. The construction of any assigned portion of the Project shall be completed lien free, in a good workmanlike manner, free of material defects and in compliance with the requirements of all applicable federal, state, and local permits, ordinances, building codes, procedures, rules, and regulations and in substantial conformity with the Approved Plans and this Agreement.

5.7.2. Repairs and Restoration. ABI shall, cause the repair of any damage to any Encroachment Area, any public or private utilities, or any private property caused by or related to construction of any assigned portion of the Project by ABI, its representatives, authorized agents and Subcontracted Parties. The City expressly reserves the right to halt construction, direct



construction activities, or take appropriate measures in the event that such activities are a threat to the public health, safety or welfare, including without limitation, dangers or threats to persons or real and personal property. Notwithstanding anything herein contained to the contrary, the Parties shall use their mutual best efforts to cause the completion of any assigned portion of the Project within the applicable federal timeline, or, in the case of one or more delays as contemplated under this Agreement, seek an extension of any applicable federal timeline for completion.

5.7.3. **Safety.** ABI shall require that any of its representatives, authorized agents and all Subcontracted Parties comply with the applicable provisions of federal, state and local safety laws; perform work in a good workmanlike manner; and take all measures necessary in an effort to prevent accidents, damages, injury or loss to persons and property in the construction of any assigned portion of the Project.

5.7.4. **Inspection.** The City shall be permitted to inspect, monitor and evaluate the construction of any assigned portion of the Project to ensure that the construction is performed in accordance with the terms of the Approved Plans, including without limitation, providing an onsite inspector to monitor the daily work. At any time the City determines that construction is resulting in materially defective work, the City shall provide notice to ABI and ABI shall undertake to cause the Subcontracted Parties to remedy any such identified defects as directed by the City, or otherwise take such actions as may be required to effect such remedial actions.

## Section 6. **City's Responsibilities**

6.1. **Existing Project Information.** City shall promptly provide ABI with all surveys, reports, investigations, studies and other information in its possession or control with respect to the assigned portions of the Project and the assigned portions of the Project site.

6.2. **Construction Notices.** City shall promptly provide ABI with all notices issued and inspections reports prepared by City inspectors, engineers, or other City officials during the course of construction of any assigned portion of the Project.

## Section 7. **Payment of Invoices**

7.1 ABI shall submit to the City a monthly report, which describes the progress which has been accomplished in the previous month, anticipated work to be done during the next month and any problems encountered or anticipated (the "Monthly Report"). The preparation and presentation to the City of the Monthly Report is the sole responsibility of ABI. The Monthly Report shall be transmitted to the City no later than the last day of every month or the next business day thereafter in the event that the last day falls on Saturday, Sunday, or a legal holiday.

7.1.1 ABI agrees and understands that the City will only make payments to ABI for work performed by consultants and subconsultants in proportion to the percentage of work completed for each phase of the work and will only make such payments after receipt and review of an invoice certified by the City. The City agrees to receive proposed invoices prepared by ABI and when the City is satisfied that the work is within the terms and conditions of the Agreement, the City shall certify the



invoice and process it for payment. The City agrees to undertake its best efforts to verify whether it can certify the invoice proposed by ABI within five (5) business days of the receipt of the proposed invoice. The City agrees to notify ABI of any part of the proposed invoice that will not be certified and to undertake discussions as to what steps ABI must undertake, so that the City can agree to certify the part of the proposed invoice which is not submitted. Given the time sensitivity of the delivery of this Project and any assigned portion of the Project, the City agrees to remit payment to ABI for all approved invoices within 30 days from approval. The City acknowledges that failure to remit payment for all approved invoices within this timeframe may result in a delay in the completion date of the Project.

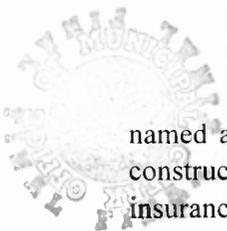
7.1.2 ABI acknowledges and agrees that the City will only make a final payment to ABI for work done by consultants and subconsultants, if the City agrees that the acceptance of the final payment is in full and final settlement of all claims arising against the City for work done, materials furnished, costs incurred or other matters arising from the agreement. ABI further acknowledges and agrees that acceptance of the final payment by ABI shall release the City from any and all further claims of whatever nature, whether known or unknown, for and on account of the Agreement and for any and all work done, and labor furnished, in connection with the Agreement. ABI acknowledges and agrees to only request the final payment from the City on the condition that ABI shall release the City from any and all further claims of whatever nature, whether known or unknown, for and account of this Agreement and for any and all work done, and labor and materials furnished, in connection with this Agreement.

7.1.3 ABI acknowledges and agrees that the City will only make final payment to ABI for work done by consultants and subconsultants, if ABI will allow the examination and verification of the costs of the assigned portions of the Project, by the City's representatives, including a review of books, documents, papers, accounting records and other evidence pertaining to costs incurred on the assigned portion of the Project as maintained by ABI. Such records shall be made available to the City and any reviewing agency designated by the City during the term of this agreement and for a period of three years from the date of final payment. If the City's examination of the cost records result in unallowable expenses, ABI understands and agrees that they shall be responsible for reimbursing the City for the full amount of such unallowable expenses, immediately.

7.1.4 Notwithstanding anything else described herein, the City agrees to pay ABI a Services Fee for each portion of the Project it assigns to ABI under this agreement. The amount of the Services Fee will be as specified in the work order for that portion of the Project. The Services Fee will be provided to ABI upon execution of each Work Order. The estimated Services Fee for Work Order 1 is \$158,000.

## Section 8. **Bonds, Insurance and Indemnification.**

8.1. **Bonds and Insurance.** ABI shall ensure that all representatives, authorized agents and Subcontracted Parties performing any portion of the construction of the assigned portion of the Project provide performance and payments bonds for 100% of the costs of the construction work necessary for the assigned portion of the Project, as well as, a maintenance bond for a two year (2) period following completion of the assigned portion of the Project. Such bonding requirement shall be included in the public improvements agreement for the construction of the assigned portion of the Project between ABI and its contractor and shall require that the surety underwriting and issuing such bonds is qualified to issue such bonds in the State of Georgia and is reasonably acceptable to the City. The City shall be



named as a co-obligee on all required bonding. Additionally, ABI shall cause its contractor for the construction of the assigned portion of the Project to maintain a policy of commercial general liability insurance of not less than \$2,000,000 (which may include combined umbrella/excess coverage, together with other customary insurance coverages, which names ABI and the City as an additional insured. Additionally, ABI shall require any engineer or other professional contractor to obtain and maintain a professional liability policy with coverage of not less than \$5,000,000.00, in addition to a general liability policy appropriate for the level of work provided, and to name the City as an additional insured on all such applicable policies. Prior to ABI issuing a notice to proceed for the construction of any assigned portion of the Project, ABI shall provide a copy of said bonds and an appropriate certificate of insurance for all applicable insurance policies. ABI shall ensure that all contracts shall include the Insurance & Bonding Requirements contained on Appendix B.

**8.2. Indemnification.** ABI shall cause and otherwise include in all contracts between ABI and all of its Subcontracted Parties performing any work or services a requirement for any such Subcontracted Party to indemnify, defend (with counsel of such indemnified party's choosing), and hold harmless ABI, ADA, the City, and their respective agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including but not limited to attorneys' fees and related expenses, arising out of, related to, or resulting from the performance of such work or services for any assigned portion of the Project (the "Indemnification Obligation"). The Indemnification Obligation shall not be waived or reduced because the City approved, required modification of, or did not require modification of any plan, calculation or specification submitted by or on behalf of ABI concerning or relating to the construction of any assigned portion of the Project.

**8.3. Relevant Agreements.** ABI shall provide the City, upon request, with copies of all relevant agreements, bonds and insurance certificates evidencing compliance with Section 8 of this Agreement prior to and as a condition of commencement of work on any assigned portion of the Project.

#### **Section 9. Maintenance of Records.**

**9.1. Records.** ABI shall keep records, books, correspondence, instructions, drawings, receipts, vouchers, and other documents related to the construction of the assigned portion of the Project ("Records"). Such Records shall be kept in good order and in conformance with generally accepted accounting principles. ABI shall maintain the Records for a minimum period of four (4) years after the completion of the assigned portion of the Project. ABI shall maintain and provide to the City auditable reports of Project Costs at interims at least upon the closing of each phase of the assigned portion of the Project, being planning, engineering and design, subject to reasonable and customary limitations where the services or work of Subcontracted parties is performed on a lump sum basis. The City may, upon reasonable prior request, have access to all Records for inspection, review, analysis, and, if deemed necessary and appropriate, for an audit at the City's expense.

#### **Section 10. Federal Subgrantee Provisions.**

The Parties to this Agreement may apply for federal funding for various projects to be completed pursuant to the terms and conditions of this Agreement. In the event that federal funding is obtained for a portion of the Project which is to be wholly or partially financed by a grant from the Federal Transit



Administration (FTA) (hereinafter, along with the appropriate auditing agency, referred to as "the Concerned Funding Agencies") and the City desires to have ABI serve as a Subgrantee under any federal grant, the following provisions will apply in addition to the other terms and conditions of this Agreement.

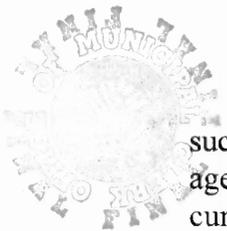
10.1 Formal Communication. Formal communications regarding this agreement shall include, but not necessarily be limited to, correspondence, progress reports and fiscal reports. All formal communication regarding this Agreement shall be in writing between the person executing this Agreement on behalf of the Subgrantee and the City. However, the Subgrantee and City shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this Agreement. Any restrictions to such designation must be clearly defined in the written designation.

10.2 Review and Coordination. To ensure adequate assessment of the Subgrantee's work and proper coordination among interested parties, City shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of City and the Concerned Funding Agencies from time to time to review the work and services performed. Subgrantee shall be given reasonable written notice of such meetings.

10.3 Inspections. Authorized representatives of City and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Subgrantee under this agreement shall be made available to designated representatives of City and the Concerned Funding Agencies for inspection and review at all reasonable times in the Subgrantee's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the work.

10.4 Maintenance of Cost Records. The Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for at least seven years from the date of final payment under the agreement, for inspection by City, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this Project.

10.5 Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of City, nor shall such personnel have been employees of City during any time within the immediately preceding twelve-month period, except with the express prior written consent of City. Further, the Subgrantee agrees that no such former City employees shall be involved in any way with the performance of this agreement without the express prior written approval of City.



10.6 Reports. The Subgrantee shall furnish City with narrative progress reports, in such form and frequency as may be specified by City's Project Manager or his designated agent, outlining the work accomplished by the Subgrantee during the period, including the current status of the Project, and the percentage of work which has been completed.

10.7 Compliance with Requirements of the Concerned Funding Agencies. The Subgrantee shall be bound by the applicable terms and conditions of the Grant Contract between City and the Concerned Funding Agencies which said Grant Contract will be on file in the offices of City and will be hereby made a part of this Agreement as fully as if the same were attached hereto. City will notify the Subgrantee in writing of any applicable changes within a reasonable time after City has received appropriate notice of such changes from the Concerned Funding Agencies.

10.8 Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. City and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Subgrantee other than as provided in this Agreement. The Subgrantee acknowledges that matters regarding rights to inventions and materials generated by or arising out of this Agreement may be subject to certain regulations issued by the Concerned Funding Agencies.

10.9 Data and Software Licensing. During performance of the work covered by this Agreement City may provide certain data or software products, such as aerial photography or commercially available planning data and software, to the Subgrantee that have been obtained from various sources under specific licensing agreements. The Subgrantee acknowledges that any data or software that City may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Subgrantee or its Sub-contractors to use the data or software for the work covered by this Agreement only. The Subgrantee shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Subgrantee or any Sub-contractors shall not use this data or software for any work not covered by this Agreement. The Subgrantee further acknowledges that upon completion of the project covered by this Agreement all data and software provided by City will be returned to City and all copies of the data or software residing on the Subgrantee's or Sub-contractor's computer systems will be removed.

10.10 Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented to the governing authority of the Subgrantee, or a committee thereof, for official action by such body without first submitting the same to City for review and comment. No such presentation shall be made until comments have been received from City regarding such review; provided, however, if such comments have not been received by the Subgrantee within five calendar days after such submission, it shall be presumed that City has no objection thereto. If City's comments contain objections, reservations or disagreements regarding such material, the same shall accompany the material presented in such form as City shall specify.



10.11 Employees' Rate of Compensation. The rate of compensation for work performed under this Project by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.

10.12 Financial Reports. In addition to other records required by this contract, the Subgrantee agrees to provide to City such additional financial reports in such form and frequency as City may require in order to meet the City's requirements for reporting to the Concerned Funding Agencies.

10.13 Insurance. Subgrantee will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices; including, at least, Worker's Compensation, Public Liability, Property Damage, and Valuable Papers coverage.

10.14 Audits. The Subgrantee shall cause audits to be accomplished in compliance with OMB Circular A-133, as amended. Copies of all reports resulting from said audits shall be furnished to City no later than thirty calendar days after they are received by the Subgrantee.

10.15 Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this Agreement no person having any such interest shall be employed by the Subgrantee as an agent, Subgrantee or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, the Subgrantee shall request in writing the advice of City, and if City notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.

10.16 Interest of Members of City and Others. No officer, member or employee of City, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of City, or public official of any local government affected by the Project, have an interest, direct or indirect, in this Agreement or the proceeds arising therefrom.

10.17 Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to



arise herefrom.

10.18 Status as Independent Contractors. Nothing contained in this agreement shall be construed to constitute the Subgrantee or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of City, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

10.19 Approval of Subcontracts. Subgrantee acknowledges that if work or services to be performed under this Agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Subgrantee agrees to abide by such regulations in its selection procedure.

10.20 Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements, including, but not limited to, 23 CFR 450, 49 CFR 23 or 26 (as applicable), Executive Order 12372, U.S. Office of Management and Budget Circular Nos. A-21, A-87, A-122, A110 and A-133, 49 CFR 18 (The Common Rule), Federal Procurement Regulations Subpart 1-15.2, or other requirements imposed by City or the Concerned Funding Agencies concerning requirements of law or Project matters, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted Project. Also, the Subgrantee gives assurance and certifies with respect to this agreement that:

(a) It possesses legal authority to apply for this agreement, and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon City approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute an agreement incorporating the terms of its application.

(b) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship,



and participation in recreational and educational activities.

The Subgrantee shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause foregoing provisions to be included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).

The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as City or the Concerned Funding Agencies may require.

The Subgrantee agrees to comply with such rules, regulations or guidelines as City or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

(c) It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.

(d) It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.

(e) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

(f) It will cooperate with City in assisting the Concerned Funding Agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et set.) by (a) consulting, through City, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through City, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by City or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.

(g) It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan



or grant, or any other form of direct or indirect federal assistance.

(h) For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision used in the accomplishment of this Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through City, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by EPA.

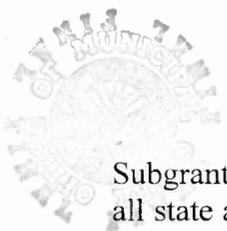
(i) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(j) It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR 60).

(k) It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

#### 10.21 Certifications.

- (a) Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Subgrantee, or agent acting for the Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.
- (b) Debarment and Suspension. Subgrantee agrees to comply with the non-procurement debarment and suspension rules in 49 CFR 29.
- (c) Drug-Free Workplace. Subgrantee agrees and hereby certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing this requirement through to lower tier contractors.
- (d) Subgrantee agrees and hereby certifies that it will comply with Georgia Security and Immigration Compliance requirements at O.C.G.A. § 13-10-91.



10.22 Other Requirements. In addition to other requirements of this agreement, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, as appropriate. All such documents are hereby made part of this Agreement fully as if the same were attached hereto.

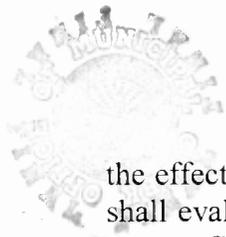
The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Subgrantee shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Subgrantee to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

The Subgrantee agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than ten business days from the receipt of each payment that said Subgrantee receives from City. The Subgrantee agrees further to return retainage payments to each subcontractor within ten business days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of City. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

The Subgrantee further agrees to comply with the applicable provisions of the clauses contained in Attachment C to this Subgrant Agreement as required by the Federal Transit Administration, to include any flow down requirements contained in the applicable clauses. Additionally, Subgrantee agrees to comply with requirements established by the Federal Transit Administration in the FTA Master Agreement at: <http://www.fta.dot.gov/documents/18-Master.pdf> which is hereby incorporated into this Agreement by reference.

10.23. Termination for Mutual Convenience. City or the Subgrantee may terminate this agreement in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective termination date, and shall cancel as many outstanding obligations as possible. City shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in Project costs. City shall allow full credit to the Subgrantee for the City share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination and accepted by City.

10.24. Termination for Convenience. City may terminate this Agreement, in whole or in part, at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of City, become its property. If this agreement is terminated by City as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B." The Subgrantee shall not incur new obligations for the terminated portion after



the effective termination date, and shall cancel as many outstanding obligations as possible. City shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in Project costs. City shall allow full credit to the Subgrantee for the City share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination and accepted by City.

10.25 Termination for Cause. If through any cause, the Subgrantee shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, City shall thereupon have the right to terminate this Agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials produced under this agreement and/or used in the performance of the scope of services shall, at the option of City, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for costs incurred in the performance of the scope of service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing, to the extent provided by law, the Subgrantee shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this agreement by the Subgrantee and City may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until such time as the exact amount of damages to City from the Subgrantee is determined.

10.26 Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of City.

10.27 Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this Project. Consequently, City reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are not cancelable.

10.28. Unexpended Funds. Upon termination of this agreement for any reason, the Subgrantee shall immediately refund to City any balance of unearned or unobligated (unencumbered) cash advanced to the Subgrantee under this Agreement.

## **Section 11. Miscellaneous Provisions**

**11.1. 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 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.



11.2. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, executors and assigns.

11.3. **Severability.** In the event any provision or portion of this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provisions or portion never been apart hereof.

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

To ABI:

President and Chief Executive Officer  
Atlanta BeltLine, Inc.  
86 Pryor Street SW, Suite 300  
Atlanta, Georgia 30303  
Fax: (404) 880-0616  
Tel: (404) 614-8300

With a copy to:

General Counsel  
Atlanta Development Authority  
Atlanta BeltLine, Inc.  
86 Pryor Street, SW, Suite 300  
Atlanta, Georgia 30303  
Fax: (404) 880-0616  
Tel: (404) 880-4100

To the City:

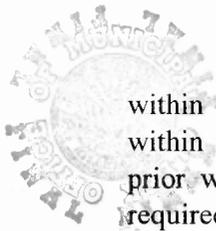
Commissioner  
City of Atlanta Department of Public Works  
55 Trinity Avenue, S.W.  
Suite 4700  
Atlanta, GA 30303-3531  
Fax: 404-658-7552  
Tel: 404-330-6240

With a copy to:

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

11.5. **Governance.** This Agreement shall be governed by the laws of the State of Georgia.

11.6. **Default and Termination.** Notwithstanding the foregoing, if ABI defaults in its performance of its obligations as set forth herein, and fails to cure such default within thirty (30) days of the City's written notice to ABI of such default (or if such default is not capable of being cured



within thirty (30) days, ABI has not commenced and diligently pursued such cure to completion within a reasonable amount of time), this Agreement may be terminated by City upon five (5) days' prior written notice to ABI. Upon any such termination, the City acknowledges that ABI will be required to terminate its agreements with Subcontracted Parties and that such termination may give rise to claims for termination expenses due from ABI to such parties and that prior to any determination of a surplus of the Service fee to be returned to the City, such claims shall be taken into account by ABI.

**11.7. Force Majeure; Excusable Delays.** Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. A Force Majeure Event means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance of observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

**11.8 Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this document by facsimile shall be effective as delivery of a manually executed counterpart of this document.

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

**ATLANTA BELTLINE, INC.**

By: \_\_\_\_\_ (SEAL)  
Lisa Y. Gordon, COO

Attest:

\_\_\_\_\_  
Lee Harrop, Assistant Secretary

Approved as to Form:

By: \_\_\_\_\_  
Patrise Perkins-Hooker, VP and General Counsel

SIGNATURES CONTINUED ON THE NEXT PAGE

**CITY OF ATLANTA, GEORGIA**

By: \_\_\_\_\_ (SEAL)  
Kasim Reed, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

FEIN: 58-6000511

RECOMMENDED:

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Commissioner, Department of Public Works

RCS# 2903  
7/15/13  
4:14 PM

Atlanta City Council

13-R-3314

AGREEMENT WITH ATLANTA BELTLINE, INC.  
FOR ATLANTA STREETCAR EXPANSION STRATEGY  
ADOPT

YEAS: 10  
NAYS: 3  
ABSTENTIONS: 0  
NOT VOTING: 1  
EXCUSED: 0  
ABSENT 2

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