3182

13-R-3768

(Do Not Write Above This Line)

First Reading

Committee
Date
Chair
Referred To

FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd ☐ 3rd Readings

☐ Consent ☐ V Vote ☐ RC Vote

A RESOLUTION BY
COMMUNITY DEVELOPMENT HUMAN RESOURCES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CABBAGETOWN INITIATIVE COMMUNITY DEVELOPMENT CORPORATION, INC.; AND FOR OTHER PURPOSES.

AUTOMATICALLY TERMINATED AND FILED BY CLERK PER CHARTER SECTION 2-407

DEC 02 2013

Committee	Date	Chair	Action	Other	Members	Refer To
CD/HR	11/12/13		Fav, Adv, Hold (see rev. side)			

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

CERTIFIED

DEC 02 2013

ATLANTA CITY COUNCIL PRESIDENT

CERTIFIED

DEC 02 2013

Rhonda Dauphin Johnson
MUNICIPAL CLERK

☐ 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:

Committee	Date	Chair	Action	Other	Members	Refer To
CD/HR	11/26/13		Fav, Adv, Hold (see rev. side)			

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

MAYOR'S ACTION

13-R-3768

A RESOLUTION BY
COMMUNITY DEVELOPMENT HUMAN RESOURCES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CABBAGETOWN INITIATIVE COMMUNITY DEVELOPMENT CORPORATION, INC.; AND FOR OTHER PURPOSES.

WHEREAS, The Cabbagetown Initiative Community Development Corporation, Inc., ("Cabbagetown Initiative") is a non-profit corporation whose mission is to enhance the quality of life in the Cabbagetown community by empowering neighbors to act collectively for community development; and

WHEREAS, based on its mission the Cabbagetown Initiative created Cabbagetown Park and Community Center located at 701 Kirkwood Avenue, Atlanta, Georgia 30316, commonly known as the Grant School Property and 177 Estoria Street, Atlanta, Georgia 30316, commonly known as Sheltering Arms; and the Community Center located on that portion of the park located at 177 Estoria Street (Cabbagetown Park and Community Center collectively referred to as the "Park"); and

WHEREAS, the City entered into a Memorandum of Understanding ("MOU") with the Cabbagetown Initiative pursuant to Resolution 03-R-1459 adopted by the Atlanta City Council on September 15, 2003 and approved by the Mayor on September 23, 2003 and a Renewal to the MOU pursuant to Resolution 09-R-0678 adopted by the Atlanta City Council on May 4, 2009 and approved by the Mayor on May 12, 2009 for the creation and maintenance of Cabbagetown Park; and

WHEREAS, the MOU is set to expire on _____; and

WHEREAS, the City and the Cabbagetown Initiative desire to continue their working relationship for the benefit of the Park, Cabbagetown neighborhoods and Atlanta residents; and

WHEREAS, entering into a new memorandum of understanding with the Cabbagetown Initiative for maintenance of the Park is in the best interest of the City and Atlanta residents.

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

Section 1.

The Mayor is hereby authorized, on behalf of the City, to enter into a new Memorandum of Understanding in substantially the same form as attached hereto as Exhibit A with the Cabbagetown Initiative regarding the roles and obligations of each of the two parties in the development, maintenance, and enhancement of the Park and Community Center, and said Memorandum of Understanding shall at a minimum provide the following:

a) The Memorandum of Understanding shall make clear that the City owns the Park and shall have authority to make all final decisions regarding the Park, but shall exercise its authority in the spirit of good faith cooperation with the Cabbagetown Initiative.

b) The Memorandum of Understanding shall provide the Cabbagetown Initiative with the authority and the responsibility to develop, maintain, and manage the Park consistent with the City-approved Master Plan and the Memorandum of Understanding.

c) The Memorandum of Understanding shall provide the Cabbagetown Initiative with the authority and primary responsibility for raising additional funds for the Park, and for overseeing the use of the funds it raises, making certain that the funds are utilized consistent with the City-approved Master Plan and the Memorandum of Understanding.

d) The Cabbagetown Initiative shall manage and operate the Community Center in a manner that is consistent with the City of Atlanta approved Master Plan, shall pay all charges for all utilities, and shall not owe monthly rent to the City.

e) The Memorandum of Understanding shall have an initial term of five (5) years with one five (5) year renewal option by mutual consent of the parties.

Section 2.

To the extent that the Cabbagetown Initiative is donating time and money to the City, the City hereby accepts the donation.

Section 3.

That the Memorandum of Understanding shall not become binding upon the City, and the City shall incur no liability thereunder, until same has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk and delivered to the Cabbagetown Initiative.

Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk and delivered to the Cabbagetown Initiative.