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14-081013
(Do Not Write Above This Line)

AN ORDINANCE
BY COUNCILMEMBER JOYCE M.
SHEPERD

AN ORDINANCE AUTHORIZING THE
CHIEF FINANCIAL OFFICER TO
AMEND THE FY 2014 (GENERAL
FUND) BUDGET BY TRANSFERRING
TO AND FROM APPROPRIATIONS IN
THE AMOUNT OF TWO HUNDRED
FIFTY THOUSAND DOLLARS AND
NO CENTS (\$250,000.00) FOR THE
PURPOSE OF MAKING PAYMENT TO
THE MCPHERSON IMPLEMENTING
LOCAL REDEVELOPMENT
AUTHORITY FOR
REDEVELOPMENT SERVICES; TO
BE CHARGED TO AND PAID FROM
ACCOUNTS LISTED HEREIN; AND
FOR OTHER PURPOSES.
As Amended

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

Date Referred 1/6/14
Referred To: FM Executive

Date Referred
Referred To:

Date Referred
Referred To:

First Reading
Committee _____
Date _____
Chair _____
Referred to _____

FM Executive
Date 1-15-14
Chair [Signature]
Action [Signature]
Fav, Adv, Hold (see rev. side)
Other [Signature]

Members
[Signature]
[Signature]
[Signature]

Refer To: [Signature]

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 _____

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

ADOPTED BY
JAN 21 2014
COUNCIL

Refer To

Refer To

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd
Readings
 Consent V Vote RC Vote

CERTIFIED
JAN 21 2014
ATLANTA CITY COUNCIL PRESIDENT
[Signature]

CERTIFIED
JAN 21 2014
FINANCIAL CLERK
[Signature]

MAYOR'S ACTION

APPROVED

JAN 30 2014

WITHOUT SIGNATURE
BY OPERATION OF LAW

3515

CITY COUNCIL
ATLANTA, GEORGIA

14-O-1013

AN ORDINANCE

BY COUNCILMEMBER JOYCE M. SHEPERD

AS AMENDED BY FINANCE/EXECUTIVE COMMITTEE

AN ORDINANCE AUTHORIZING THE CHIEF FINANCIAL OFFICER TO AMEND THE FY 2014 (GENERAL FUND) BUDGET BY TRANSFERRING TO AND FROM APPROPRIATIONS IN THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000.00) FOR THE PURPOSE OF MAKING PAYMENT TO THE MCPHERSON IMPLEMENTING LOCAL REDEVELOPMENT AUTHORITY FOR REDEVELOPMENT SERVICES; TO BE CHARGED TO AND PAID FROM ACCOUNTS LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the McPherson Implementing Local Redevelopment Authority ("MILRA") has been duly created and is existing under and by virtue of the Constitution and laws of the State of Georgia (the "State"), in particular the McPherson Implementing Local Redevelopment Authority Act enacted by the General Assembly of Georgia and signed by the Governor of the State (the "Act"), and is now existing and operating as a public body corporate and politic and subdivision of the State; and

WHEREAS, MILRA operates the former Fort McPherson military installation and is charged with redeveloping same which rests inside the territorial limits of the city of Atlanta; and

WHEREAS, under federal law, MILRA is the City of Atlanta's ("City") single point of contact with the Department of the Army and other federal agencies with respect to the redevelopment of Fort McPherson; and

WHEREAS, pursuant to Resolution 14-R-3007, adopted contemporaneously with this ordinance, the City and MILRA shall enter into an Intergovernmental Agreement ("IGA") regarding the redevelopment of Fort McPherson; and

WHEREAS, under the IGA the City is to pay MILRA Two Hundred and Fifty Thousand Dollars (\$250,000.00) per City fiscal year for four (4) years, with the first payment due upon execution of the IGA (the "Payment"); and

WHEREAS, it is in the best interest of the City to amend the FY 2014 General Fund Budget to make the Payment as directed under the IGA.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:

SECTION 1: That the FY2014 (General Fund) Budget be and is hereby amended as follows:

Transfer from Appropriations- \$250,000.00

1001.200101.5999901.1512000

GENERAL FUND.NDP RESERVATION OF FUND A.RESERVE CONVERSION
ACCOUN.ACCOUNTING.

Transfer to Appropriations- \$250,000.00

1001.200205.5212001.7520000

GENERAL FUND.NDP ATLANTA DEVELOPMENT A.CONSULTING /
PROFESSIONAL.ECONOMIC DEVELOPMENT

Section 2: The Chief Financial Officer of the City is authorized to make the Payment in accordance with the IGA.

Section 3: That all ordinances or parts of ordinances in conflict herewith are hereby waived to the extent of the conflict.

A true copy,


Municipal Clerk

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

JAN 21, 2014
JAN 30, 2014

EXHIBIT A

FORM OF INTERGOVERNMENTAL AGREEMENT FOR REDEVELOPMENT SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____, 2014 (the "Effective Date") by and between the **CITY OF ATLANTA, GEORGIA**, a municipal corporation of the State of Georgia (the "City") and **MCPHERSON IMPLEMENTING LOCAL REDEVELOPMENT AUTHORITY**, a public body corporate and politic of the State of Georgia ("MILRA").

WHEREAS, on February 26, 2008 the predecessor to MILRA, the McPherson Planning Local Redevelopment Authority ("MPLRA," a not for profit corporation formed by Administrative Order 2005-04 of the then-sitting Mayor of the City), signed a Memorandum of Understanding (the "MOU") with the United States Army, acting by and through the Deputy Assistant Secretary of the Army (Installations and Housing) (the "Army") reiterating the framework laid out in the Base Redevelopment and Reuse Manual dated March 1, 2006 (DoD 4165.66 M) as it relates to the disposal of surplus real and personal property at Fort McPherson, Georgia ("Fort McPherson"), under and pursuant to the 1990 Defense Base Realignment and Closure Act, as amended (10 U.S.C. § 2687 note) (the "BRAC Law"); and

WHEREAS, the purpose of the MOU was to delineate a framework for the Army and MILRA (as successor to the MPLRA) to work cooperatively to achieve disposition of surplus real property at Fort McPherson, located wholly within the City, under and pursuant to the BRAC Law; and

WHEREAS, Fort McPherson has now closed as a military installation and the planning activities of the MPLRA have been completed; and

WHEREAS, MILRA, with participation and assistance from the City, has continued to negotiate with the Army concerning the acquisition of all or a portion of Fort McPherson; and

WHEREAS, to encourage the redevelopment of the Campbellton Road area, the City Council adopted Ordinance 06-O-2292, adopted on November 20, 2006 and approved by the Mayor on November 28, 2006, as amended (the "Campbellton Road TAD Ordinance"), in order to, among other things, create and actively engage in the redevelopment of Tax Allocation District Number Seven - Campbellton Road (the "Campbellton Road TAD"), which Campbellton Road TAD includes Fort McPherson; and

WHEREAS, the success of the redevelopment efforts at Fort McPherson, which is a major commercial node, is critical to the economic health and attaining the redevelopment objectives of the remainder of the Campbellton Road TAD; and

WHEREAS, MILRA was created and continues to serve as the sole point of contact for the Army and the other federal agencies and departments in respect of the redevelopment of Fort McPherson; and

WHEREAS, in support of its acquisition and redevelopment activities, the Office of Economic Adjustment (OEA) has previously provided, and continues to provide, federal funding for the redevelopment activities associated with MILRA, and this federal funding is required to be matched by local funding.

WHEREAS, MILRA's budget is dependent upon the City resuming the provision of its matching funds, in an amount equal to \$250,000 for the current fiscal year of the City ("Fiscal Year"), and each of the next three (3) Fiscal Years; and

WHEREAS, the City and MILRA desire to enter into this Agreement pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section III, Paragraph I and other applicable provisions of Georgia law in order to provide for the continued delivery of the economic development and redevelopment services relating to Fort McPherson by MILRA.

NOW THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and MILRA agree as follows:

Section 1. Responsibilities. MILRA shall perform its responsibilities as set forth in Exhibit A attached hereto and incorporated herein by this reference (the "Responsibilities").

Section 2. Reporting Requirements. In addition to the Responsibilities set forth above in Section 1, the MILRA agrees to an expanded obligation in reporting its actions and progress to the City as follows (the "Reporting Requirements"):

(a) MILRA will provide financial updates to the Community Development/Human Resources Committee of the City Council of the City ("CDHR") semi-annually with the first report occurring prior to June 30, 2014; and

(b) MILRA will provide updates on current activities and results to CDHR semi-annually with the first report occurring prior to June 30, 2014.

Section 3. Payments. As compensation for performing the Responsibilities and the Reporting Requirements, the City hereby covenants and agrees to pay MILRA an amount equal to \$250,000 per Fiscal Year during the Term (as defined herein), commencing with an initial payment to be made by the City upon the execution and delivery of this Agreement, and continuing with payments of an equal amount in each of the next three (3) succeeding Fiscal Years on or before **[August 15]** of each such Fiscal Year, which payment obligations shall be a general obligation of the City. Notwithstanding the foregoing, the City reserves the right to make the above referenced payments, or provision for such payments, from any legally available funds therefor.

In order to give effect to the above payment provisions, MILRA agrees to provide the CFO of the City with a requisition, in form reasonably agreed to by the parties, as a courtesy, at least thirty (30) days before the desired funding of the three (3) follow on payments referenced above; provided, however, that MILRA's failure to timely provide such a requisition shall not waive the City's obligation to make any one or more payments.

Notwithstanding anything herein to the contrary, MILRA hereby covenants and agrees to reimburse the City for any advances to it under this Agreement, plus negotiated interest, from the proceeds of the initial sale of any property at Fort McPherson.

Section 4. Term. This Agreement shall become effective upon the date first above written and shall continue for a period of four (4) years (the "Term"). Prior to the end of the Term, MILRA and the City will review the Fort McPherson redevelopment strategies and outcomes and determine whether it is prudent to enter into an extension to or replacement of this Agreement.

Section 5. Notices.

If to the City:

City of Atlanta, Georgia
Office of the Chief Operating Officer
55 Trinity Avenue, Suite 2500
Atlanta, Georgia 30303
Telephone: (404) 330 6780

City of Atlanta, Georgia
Atlanta City Council
55 Trinity Ave
Atlanta, Georgia 30303
Telephone: (404) 330 6030
Fax: (404) 739-9118

City of Atlanta, Georgia
Department of Finance
68 Mitchell Street, Suite 11100
Atlanta, Georgia 30303
Attention: Chief Financial Officer
Telephone: (404) 330-6430
Facsimile: (404) 658-6667

With a copy to:

City of Atlanta, Georgia
Department of Law
68 Mitchell Street, Suite 4100
Atlanta, Georgia 30303
Attention: City Attorney
Telephone: (404) 330-6400
Facsimile: (404) 546-9379

If to MILRA:

McPherson Implementing Local Redevelopment
Authority
1794 Walker Street, S.W.
Atlanta, Georgia 30313
Attention: Executive Director
Telephone: (404) 477-6767
Facsimile: (404) 477-6250

Section 6. Amendment/Modification. The parties hereby agree that this Agreement may be extended, renewed, modified or otherwise amended upon the written consent of both parties, including, without limitation, extension of the term hereof and/or modifications to the Responsibilities or the Reporting Requirements.

Section 7. Miscellaneous.

(a) This Agreement shall be governed by and construed under the laws of the State of Georgia;

(b) Time is of the essence;

(c) This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute one and the same instrument; and

(d) Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no way affect the remaining provisions of this Agreement, which provisions shall remain in full force and effect.

[SIGNATURES CONTAINED ON FOLLOWING PAGE(S)]

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

ATTEST:

CITY OF ATLANTA

Municipal Clerk

Mayor

[City Seal]

APPROVED AS TO INTENT:

RECOMMENDED:

Chief Financial Officer

Chief Operating Officer

APPROVED AS TO FORM:

City Attorney

ATTEST:

**MCPHERSON IMPLEMENTING
LOCAL REDEVELOPMENT
AUTHORITY**

Secretary

[Executive Director][Chairman]

[MILRA Seal]

EXHIBIT A

MILRA REDEVELOPMENT RESPONSIBILITIES

Subject to applicable laws, the Responsibilities shall include, but not be limited to, performing the following functions:

- (a) negotiating and finalizing the land acquisition terms, and related conveyance documents and agreements with the Army;
- (b) continuing to enhance and modify existing development and redevelopment plans and prepare new plans for specified areas, as needed, for Fort McPherson, promoting the development of Fort McPherson and engaging with one or more developers in respect thereof;
- (c) entering into and executing contracts, leases, mortgages or other agreements, determined by MILRA to be necessary to implement the provisions of the applicable development and/or redevelopment plans;
- (e) acquiring and retaining or acquiring and disposing of property or interests in property for redevelopment purposes; and
- (f) undertaking any other activities which are consistent with the Act and deemed necessary or appropriate by MILRA to effect the redevelopment of Fort McPherson.