



CITY OF DUNWOODY

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MEMORANDUM

To: Honorable Mayor and City Council

From: Warren Hutmacher, City Manager

Date: November 9, 2009

Subject: **Perimeter Centers Improvement District (PCID)– Cooperation Agreement**

Pursuant to HB 764, which was adopted in 2009 by the Georgia General Assembly, the City of Dunwoody was officially recognized as a governing authority within the PCID and granted the right to make an appointment to the PCID Board of Directors.

Prior to being able to make a Dunwoody appointment to the PCID, it is required that the City enters into a cooperation agreement with the PCID. This agreement formalizes our relationship under Georgia law.

**A RESOLUTION TO APPROVE AND AUTHORIZE AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF DUNWOODY
AND PERIMETER CENTER IMPROVEMENT DISTRICT**

WHEREAS, by Local Act 1998 Ga. L. 4228, as amended, the General Assembly provided for the creation of a Community Improvement District (“CID”) in the Perimeter Center area of DeKalb County; and

WHEREAS, by Local Act 2008 Ga. L. 3536, the General Assembly provided for the incorporation of the City of Dunwoody and that area of incorporation partially overlaps the area of the CID.; and

WHEREAS, by H.B. 764, adopted in the 2009 Session (“2009 Act”), the General Assembly provided for a cooperation agreement to be jointly executed by the CID Board and the governing authority of the City of Dunwoody; and

WHEREAS, the Mayor and City Council are the governing authority of the City of Dunwoody; and

WHEREAS, the City of Dunwoody and the CID Board desire to enter into a cooperation agreement to effectuate the continued operation of the CID within the City in accordance with the 2009 Act.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Dunwoody that by passage of this Resolution, the City of Dunwoody Mayor and City Council authorize the City to enter into an Intergovernmental Agreement (IGA) for the continued operation of the CID within the City. The Mayor and Council direct the Mayor to enter into an Intergovernmental Agreement with the CID.

SO RESOLVED AND EFFECTIVE, this ____ day of _____, 2009.

Approved:

Ken Wright, Mayor

Attest:

Sharon Lower, City Clerk

Seal

COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, by and between the CITY OF DUNWOODY, GEORGIA, a political subdivision of the State of Georgia (the "City"), and the CENTRAL PERIMETER COMMUNITY IMPROVEMENT DISTRICT BOARD (the "CID Board").

WHEREAS, by Local Act 1998 Ga. L. 4228, as amended (the "Local Act"), the General Assembly provided for the creation of a Community Improvement District (the "CID") in the Central Perimeter area of DeKalb County; and

WHEREAS, the CID is intended to create a means to provide, supplement, and enhance transportation planning and improvements in the Central Perimeter area; and

WHEREAS, the CID has operated continuously since 1999;

WHEREAS, by Local Act 2008 Ga. L. 3536, the General Assembly provided for the incorporation of the City of Dunwoody and that area of incorporation partially overlaps the area of the CID;

WHEREAS, by H.B. 764 (the "2009 Act"), adopted in the 2009 Session, the General Assembly provided for a cooperation agreement to be jointly executed by the CID Board and the governing authority of the City of Dunwoody;

WHEREAS, the City and the CID Board desire to enter into a cooperation agreement to effectuate the continued operation of the CID within the City in accordance with the 2009 Act; and

WHEREAS, the CID Board and DeKalb County have previously entered into a similar cooperation agreement for the effectuation of these purposes in the unincorporated portion of the CID.

NOW, THEREFORE, in consideration of the mutual covenants and benefits flowing to the parties, the City and the CID Board agree as follows:

1.

This Agreement shall in no way limit the authority of the City to provide services or facilities within the incorporated portion of the CID. The City shall retain full and complete authority and control over the provision of governmental services and over any of its facilities located within the CID.

2.

Both parties acknowledge that the CID is authorized to exercise such powers as granted under the Local Act as may be reasonably necessary to provide, supplement, and enhance transportation planning and improvements in the Central Perimeter area. Both parties further acknowledge that CID funds will not be employed on projects established and funded by any government agency where those projects have previously identified funding sources except as those projects may require funding for initial study and/or development.

3.

Neither the CID nor the CID Board shall have any power or authority to contract in the name of, encumber, or create debt for or on behalf of the City.

4.

At the beginning of each calendar year, the City shall advise the CID Board of the City's plan of transportation improvements and services within the CID, and the CID Board shall advise the City of the CID Board's plan to enhance and supplement the services provided within the incorporated portion of the CID. Any such plans proposed by the CID Board shall be compatible with adopted City policies and planning for the Central Perimeter area. Each of the parties hereto

shall endeavor to act in such manner so as to coordinate actions for the maximum improvement of the CID and each shall endeavor not to duplicate services and actions so as to obtain efficiency of effort.

5.

The CID Board shall be responsible for providing notice of its regular meetings and minutes thereof to an individual designated by the City. Such individual shall be the Mayor of Dunwoody at ~~P.O. Box 888074~~, Dunwoody, Georgia 30356, unless the City notifies the CID Board of a replacement.
41 Perimeter Center East

6.

The CID Board shall levy and tax the millage as provided by law between January 1 and June 1 of each calendar year and shall notify the DeKalb County Tax Commissioner of the amount of the levy, in writing, so that the levy may be included on the regular County ad valorem tax bills. Such written notification shall be provided to the Tax Commissioner before June 1 of each year. The City of Dunwoody shall have no responsibility for the collection of taxes on behalf of the CID.

7.

This Agreement shall expire upon the dissolution of the CID. This Agreement shall not be modified except by formal written action of all parties.

8.

Car Hunt

WHEREFORE, the parties have made and executed this Cooperation Agreement the day
and year first above written.

CENTRAL PERIMETER
COMMUNITY IMPROVEMENT DISTRICT

CITY OF DUNWOODY, GEORGIA

By: _____
CHAIRMAN, CID BOARD

By: _____
MAYOR, CITY OF DUNWOODY

Attest: _____
(SEAL)

Signed on behalf of City of Dunwoody
pursuant to Resolution adopted by
the Dunwoody City Council on _____,
2009.

(OFFICIAL SEAL)

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney
Dunwoody, Georgia