CITY HALL

ATLANTA, GEORGIA



A RESOLUTION

BY ALDERMEN G. EVERETT MILLICAN and E. GREGORY GRIGGS

A RESOLUTION APPROVING A COMPREHENSIVE CITY DEMON-STRATION PROGRAM WITH FEDERAL FINANCIAL ASSISTANCE UNDER TITLE I OF THE DEMONSTRATION CITIES AND METRO-POLITAN DEVELOPMENT ACT OF 1966 WITH AUTHORITY FOR IMPLEMENTATION.

WHEREAS, the City of Atlanta desires to carry out a comprehensive city demonstration program (herein referred to as the "Program", attached hereto and made a part hereof) with Federal financial assistance under Title I of the Demonstration Cities and Metropolitan Development Act of 1966 (herein called "Act");

WHEREAS, the Act requires local governing body approval of the Program as a condition for eligibility for assistance;

NOW, THEREFORE, be it resolved by the Mayor and Board of Aldermen of the City of Atlanta as follows:

SECTION 1. The Program, including the projects and activities set forth in the grant agreement, is hereby approved.

SECTION 2. The Mayor is authorized to execute a grant agreement with the United States of America and to do all things necessary in order to carry out the Program including the submission of such reports, certifications and other material as the Secretary of Housing and Urban Development shall require.

SECTION 3. The Mayor and Board of Aldermen assumes full responsibility for assuring that all grant funds will be used in an economical and efficient manner in carrying out the Program and assures the necessary non-Federal share of the cost of Program Administration.

SECTION 4. The Director of Finance or his successor or delegate may do all things required to be done in order to obtain payment of the grant, including but not limited to the selection of a commercial bank to receive payment vouchers, the submission of signature specimens, and the filing of requests for payment.

ADOPTED by Board of Aldermen May 19, 1969. APPROVED May 20, 1969.

A type John Sittle

# GRANT AGREEMENT FOR A COMPREHENSIVE CITY DEMONSTRATION PROGRAM

### Part I

	AGREEMEN!	r in	n two pa	rts (here	ein cal	led t	the "Agreement"),	made	on the	e dat	ce
below	specifie	ed,	by and	between _		the C	ity of Atlanta				
							(herein called	the	"City")	and	the
Unite	1 States	of	America	(herein	called	the	"Government").				

#### WITNESSETH:

- SEC. 1. <u>Purpose of Agreement</u>. -- The purpose of this Agreement is to state the terms and conditions under which the Grant shall be provided by the Government to the City.
- SEC. 2. The Obligations of the City. -- The City agrees to carry out the Program (incorporated herein by reference) in a lawful, satisfactory, and proper manner and in accordance with the policies, procedures and requirements as may from time to time be prescribed by HUD.

### SEC. 3. The Grant. --

- (A) The Government will pay to the City the lesser of:
  - the Grant Amount listed in the Grant Budget (which is attached as Exhibit A); or
  - 2. (a) the cost of Program Administration listed in the "MCA Share" column of the Grant Budget or 80% of the actual cost of Program Administration, whichever is less; plus
    - (b) the cost of the projects and activities listed in the "MCA Share" column of the Grant Budget or the share of the actual cost of the projects and activities which is allocable to the Grant, whichever is less.
- (B) The City may reallocate costs within the Grant Budget, without HUD approval, as long as the estimated "MCA Share" for any undertaking listed therein is not increased by more than 10% or \$25,000 (whichever amount is greater).
- SEC. 4. Periodic Review and Revision. -- The Program and Grant Budget will be reviewed at least annually by the Government and the City. Financial assistance by the Government for subsequent periods shall be conditioned upon (1) the satisfactory performance of the Agreement by the City, (2) the availability of appropriations, and (3) approval of the revised Program and Grant Budget by HUD.

- SEC. 5. Changes and Additional Provisions. -- The changes and additions set forth in the attached Exhibit B are the only modifications to the provisions of this Agreement.
- SEC. 6: Counterparts of the Agreement. -- This Agreement shall be executed in four counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.
- SEC. 7. Performance of Conditions Precedent to Validity of this Agreement. -The City and the Government each certifies that all conditions precedent to the
  valid execution of this Agreement on its part have been satisfied.

	used this Agreement to be duly executed in affixed and attested; and the Government has its behalf this day of
±9•	
<u>seal7</u>	
ATTEST:	Ву
,	(Signature)
(Signature)	(Type or Print Name)
(Type or Print Name and Title)	(Title)
	UNITED STATES OF AMERICA Secretary of Housing & Urban Development
	Ву
**	(Signature)
	Title of Officer Authorized to Execute

<sup>\*</sup> This Section-Mouse Demicroscon Planters and the strangers and the charge

SEC. 201. Use of the Grant. -- Grant funds shall be used only for those costs which the Government determines to be applicable to this Agreement. Grant funds shall not be used (1) for the general administration of the local government or (2) to replace non-Federal contributions in any federally aided undertaking included in the Program if prior to the filing of an application for assistance under Section 104 of the Act an agreement has been entered into with any Federal agency obligating such non-Federal contribution with respect to such undertaking.

### SEC. 202. Restrictions on Disbursements. --

- (A) No grant funds shall be disbursed in payment of:
- 1. Costs incurred with respect to any action after HUD has requested that the City furnish data concerning such action prior to proceeding further therewith, unless and until the City is thereafter advised by HUD that the Government has no objection to the City so proceeding;
- 2. Costs incurred for a project, activity or for Program Administration prior to the approval by HUD of the respective budget, unless specifically approved by HUD.
- (B) No grant funds shall be disbursed to an Operating Agency or Contractor except pursuant to a written contract which incorporates the applicable Supplementary General Conditions and unless the Operating Agency or Contractor is in compliance with HUD requirements relating to accounting and fiscal matters, to the extent they are applicable.
- SEC. 203. Safeguarding of Funds. -- The City shall deposit all Grant funds in a depository acceptable to HUD and otherwise safeguard such funds pursuant to such instructions as HUD may from time to time issue. If any interest shall be earned on the funds, the interest shall accrue to the benefit of the Government.

### ARTICLE III - Records, Reports and Inspections

### SEC. 300. Records. --

- (A) Establishment and Maintenance of Records. -- The City shall establish and maintain records in accordance with requirements prescribed by HUD, with respect to all matters covered by this Agreement. Except as otherwise authorized by HUD, the City shall retain such records for a period of three years after completion of the Program.
- (B) <u>Documentation of Costs</u>. -- All costs, including any services contributed by the City or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation

evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

SEC. 301. Reports and Information. -- The City, at such times and in such forms as HUD may require, shall furnish HUD such statements, records, reports, data and information, as HUD may request pertaining to matters covered by this Agreement.

SEC. 302. Audits and Inspections. -- The City will, at any time during normal business hours and as often as HUD and/or the Comptroller General of the United States may deem necessary, make available to HUD and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this Agreement and will permit HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

### ARTICLE IV - Suspension or Termination

SEC. 400. Suspension or Termination. -- HUD may suspend or terminate payment of the Grant in whole or in part for cause. Cause shall include the following: (1) ineffective or improper use of Grant funds; (2) failure to comply with either these terms and conditions or the Program; (3) submittal to HUD of reports which are incorrect or incomplete in any material respect; or (4) if for any reason the carrying out of this Agreement is rendered improbable or infeasible. HUD may also withhold payment of any unearned portion of the Grant if the City is unable or unwilling to accept any additional conditions that may be provided by law, by executive order, by regulations, or by other policy announced by HUD at any time. If HUD withholds payment, it shall advise the City and specify the actions that must be taken, in case of suspension, as a condition precedent to the resumption of payments. The City will remit any unexpended balance of the payments on account of the Grant as well as such other portions of such payments previously received as determined by HUD to be due the Government. The action of the Government in accepting any such amount shall not constitute a waiver of any claim which the Government may otherwise have arising out of this Agreement.

### ARTICLE V - Controls and Restrictions

SEC. 500. Conflict of Interest; Certain Federal Officials. -- No member of or Delegate to the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

SEC. 501. Conflict of Interest; Public Officials and Others. --

(A) General. -- (1) No member of the City's governing body or of the governing body of the locality and (2) no official or employee of the City or

of the locality or any person who exercises any functions or responsibilities in connection with this Agreement (a) may be admitted, directly or indirectly, to any share or part of this Agreement or to any benefit to arise from the same, or (b) shall own or acquire any personal interest in any property, contract, or proposed contract which would conflict with the performance of his duties or responsibilities under this Agreement, except to the extent provided for in this Section. If any such member, official, employee or other person (hereafter referred to collectively as "person") presently, or in the future, acquires, owns, or controls any such share, benefit, or personal interest, he shall immediately disclose such share, benefit, or personal interest to the City. Upon such disclosure, such person shall not continue his participation unless the City and Government shall determine that, in the light of such share, benefit, or personal interest, the participation of such person in any such action would not be contrary to the public interest. The City will promptly advise HUD of the facts and circumstances concerning any disclosure made to it pursuant hereto or any information obtained by it relating to conflicts of interest.

(B) <u>Citizen Participation</u>. -- It is the understanding of the parties that the above provision will be implemented in such a manner so as not to unreasonably impede attainment of widespread citizen participation in the carrying out of this Agreement.

SEC. 502. Opportunities for Residents. -- In all work made possible by or resulting from this Agreement, the City and each employer will take affirmative action to ensure that residents of the model neighborhood area are given maximum opportunities for training and employment and that business concerns located in, or owned in substantial part by, residents of the model neighborhood are to the greatest extent feasible awarded contracts.

### SEC. 503. Discrimination Prohibited. --

(A) In all hiring or employment made possible by or resulting from this Agreement, the City and each employer (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and (2) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This requirement shall apply to but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advisertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The City will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(B) The City hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with Grant funds, the equal opportunity clause which is a part of the labor standards provisions attached hereto.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: <a href="Provided">Provided</a>, That if the City so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The City agrees that it will assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist HUD in the discharge of its primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, HJD may take any or all of the following actions: suspend or terminate payment of the Grant in whole or in part; refrain from extending any further assistance to the City under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such City; and refer the case to the Department of Justice for appropriate legal proceedings.

- (C) No person in the United States shall, on the ground of race, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The City and each employer will comply with all requirements imposed by or pursuant to the regulations of HUD effectuating Title VI of the Civil Rights Act of 1964.
- SEC. 505. Copyrights. -- If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.
- SEC. 506. Patents. -- Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection

on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

- SEC. 507. Government Not Obligated to Third Parties. -- The Government will not be obligated or liable hereunder to any party other than the City.
- SEC. 508. Provisions Concerning Certain Waivers. -- Subject to applicable Federal law, any right or remedy which the Government may have under this Agreement may be waived by the Government, if, in the judgment of HUD, this Agreement, as so modified, will still conform to the terms and requirements of pertinent laws.
- SEC. 509. When Rights and Remedies Not Waived. -- In no event shall any payment by the Government hereunder constitute or be construed to be a waiver by the Government of any breach of covenant or any default which may then exist on the part of the City, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Government with respect to such breach or default.
- SEC. 510. Severability of Provisions. -- If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

### SEC. 511. Approvals and Notices. --

- (A) HUD approval shall be required for any substantial change in the Program, or for any substantial change in the work program of any item included in the Grant Budget, or for the addition or deletion of a project or activity from the Grant Budget.
- (B) Whenever under the Agreement HUD approvals, authorizations, waivers, instructions or determinations are required, they shall be effective only when given either (1) in writing and signed by HUD or (2) by general issuances or regulations issued from time to time by HUD.
- SEC. 512. Maintenance of Effort. -- Payment by the Government shall be conditioned upon the maintenance during the period of this Agreement by the locality a level of aggregate expenditures for projects or activities similar to those being assisted under this Agreement, which is not less than the level of aggregate expenditures for such projects or activities prior to the execution of this Agreement. The City will promptly notify HUD of any matters which have a material tendency to affect compliance with this requirement.
- SEC. 513. Political Activity Prohibited. -- None of the funds, materials, property or services provided directly or indirectly under this Agreement shall

be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

- SEC. 514. Fair Housing. -- In all housing projects and activities and in all relocation activities made possible by or resulting from this Agreement, the City agrees to take affirmative action to further the fair housing policies of the Government.
- SEC. 515. Lobbying Prohibited. -- None of the Grant funds shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.
- SEC. 516. Labor Standards. -- There shall be included in all construction contracts, made possible by or resulting from this Agreement, with private entities the applicable labor standards provisions, if the work being carried on is not otherwise subject to provision of Federal law imposing labor standards on federally assisted construction and in the case of residential projects if the project is designed for the residential use of eight or more families.

# EXHIBIT A

### U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

# GRANT BUDGET

. Gi	rant Amount \$7,175,000		
		3. BUDGET	,
ď.	• UNDERTAKINGS	b. ESTIMATED COST	c. MCA SHARE
1)	Program Administration (Year 69)	618,663	494,930
2)	Functional Groups*		
	(a) Resident involvement (b) Employment	253,000 1,291,000	203,000 965,000
	(c) Economic Development (d) Education	159,000 3,031,000	55,000 2,424,070
	(e) Social Services (f) Health	1,900,000 1,027,000	1,246,000 .
	(g)Crime and Delinquency (h)Transportation	176,000 277,000	158,000 277,000
	(i)Recreation and Culture (i)Housing & Relocation	45 <sup>1</sup> 4,000 635,000	342,000 635,000
	(k)Evaluation (l) (m)	300,000	250,000
	(n) (o) (p)		
	(q) (r)		
	(s) (t)		
	Subtotal of Functional Groups		6,680,070
3)	Total of Undertakings		7,175,000
	*See Attachment A-I	4. APPROVAL	
	Attached hereto and made a par	rt hereof for a listing	of projects and activities.
a.	Signature of Authorized TIUD Offi	b	Date

# U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

## Budget Summary

1. NAME OF	F CDA		
Atlanta	City Demonstr	ation Agency	;
		2. BUDGET	
A. Und	dertakings B.	Estimated Cost 1/	C. MCA Share
(1) Program (Year 1	n Administratio	on \$ 618,663	\$ 494,930
(2) Project	s and Activiti	Les	
Resident	RE-001C	\$ 120,000	\$ 120,000
Involvement	RE-002N	17,000	17,000
	RE-003N	30,000	15,000
	RE-004N	70,000	35,000
	RE-005N	16,000	16,000
Employment	EM-002C	42,000	27,000
	EM-014N	510,000	510,000
	EM-015N	100,000	100,000
	EM-017C		
	EM-018C		
	EM-019N		
1	EM-020N	615,000 2/	304,000
	EM-021N		
	EM-023N		
	EM-024N		
	EM-022N	6,000	6,000

Project	s and Activities	B. Estimated	Cost C. MCA Share
	EM-025N	9,000	9,000
	EM-030N	9,000	9,000
Economic Development	EC-001N	44,000	10,000
Development	EC-003C	40,000	20,000
	EC-004N	35,000	10,000
	EC-005N	40,000	15,000
Education	ED-001N	450,000	360,000
	ED-002N	180,000	144,000
4	ED-003N	972,000	1193.,070
	ED-005N	48,000	48,000
	ED-019C	11,000	11,000
	ED-020C	. 73,000	<b>73,</b> 000
	ED-021C	101,000	101,000
	ED-022C	44,000	44,000
	ED-023C	61,000	61,000
	ED-024N	457,000	457,000
	ED-025N	247,000	247,000
	ED-026N	104,000	104,000
	ED-030N	54,000	54,000
	ED-039N	50,000	50,000
	ED-041C	145,000	145,000
- 1	ED-044N .	. 34,000	34,000
Social Services	ss-009C	93,000	90,000
	ss-010c	105,000	. 85,000
	ss-011c	57,000	48,000
	SS-012N -	616,000	308,000

Projects	and Activi	lties B	. Estimated	Cost C. MCA Shar	e.
	SS-014N		30,000	27,000	
	SS-015N		221,000	100,000	
	SS-016N		205,000	41,000	
	SS-023N		25,000	25,000	
	SS-026N		5,000	3,000	
	SS-027N		67,000	43,000	
-, .	SS-028N		62,000	62,000	
	SS-033N		. 308,000	308,000	
	ss-035N		32,000	32,000	
	SS-037N		46,000	46,000	
	SS-039N		28,000	28,000	
Health	HE-007N		7,000	5,000	
	HE-009N		1,000,000	100,000	
	HE-018N		20,000	20,000	
Crime and	CD-006N		63,000	49,000	
Delinquency	CD-010N		30,000	26,000	
	CD-011N		20,000	20,000	
	CD-012N		63,000	63,000	
Transportation	TR-001C		38,000	38,000	
	TR-002C		3,000	3,000	
	TR-003N		205,000	205,000	
	TR-004N		. 8,000	8,000	
	TR-017N		23,000	23,000	
Recreation &	RC-003N		130,000	43,000	
Culture	RC-0C5N		47,000	47,000	
	RC-007N		142,000	117,000	

(3) To	tal			\$ 7,275,000
	Subtotal	Projects	and Activities	\$ 6,680,070
Printer Laurence	EV-002N		200,000	150,000
Evaluation	EV-001N		100,000	100,000
	HR-005N		285,000	285,000
Relocation	HR-004N		100,000	100,000
Housing & Relocation	HR-003N		250,000	250,000
	RC-015N		1,000	1,000
	RC-013N		12,000	12,000
· · · · · · · · · · · · · · · · · · ·	RC-012N		60,000	60,000
	RC-011N		62,000	62,000
Project	s and Activitie	s B.	Estimated Cost	C. MCA Share

Table rounded to thousands

## 3. SUBMISSION

A.							в		
	Signature Official	and	Title	of	Autho	rized		Date	
				, .	4.	APPROVAL			,
1							7.		
A.	•						В		
	Signature	and	Title	of	Autho	rized HUD		Date	

<sup>2/</sup>Overlapping costs between these projects combined into supplemental funds budgets under project numbers as indicated.
Total amount and supplemental share summarized here.

### Grant Agreement for a

### Comprehensive City Demonstration Program

## Atlanta, Georgia

### EXHIBIT B

- A. The City agrees to refund to HUD any payment or portions of payments which HUD determines were not properly due to the City under the terms of this Agreement.
- B. There shall be no displacement of site occupants as a result of any project or activity funded in whole or in part by Grant funds, prior to HUD approval of (1) a relocation activity work program and budget and (2) a Five Year Relocation Forecast that meets the requirements of CDA Letter No. 5.

C. Delete Section 3B

# U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT MODEL CITIES ADMINISTRATION

### LABOR STANDARDS PROVISIONS

### 1. OPPORTUNITIES FOR RESIDENTS

In all work made possible or resulting from this Contract, affirmative action will be taken to ensure that residents of the model neighborhood area are given maximum opportunity for training and employment and that business concerns located in or owned in substantial part by residents of the model neighborhood are to the greatest extent feasible, awarded contracts.

### 2. EQUAL OPPORTUNITY

- A. During the performance of this Contract, the Contractor agrees as follows:
- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access

to his books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) above and paragraph B below in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- B. Non-Segregated Facilities. The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

### 3. SPECIAL USE OF TERM

Notwithstanding Section 100 of the Grant Agreement and Section 100 of the Supplementary General Conditions, the term "Contractor" may include an "Sperating Agency" as defined in the Grant Agreement and an "Agency" as defined in the Supplementary General Conditions.

#### 4. DAVIS-BACON ACT

- (1) Minimum wages. (i) All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often to once a week, and without subsequent deduction or rebate on any account (ex such payroll deductions as are permitted by regulations issued by the Secret of Labor under the Copeland Act (29 CFR Part 3)), the full amounts due at the of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto made a part hereof, regardless of any contractual relationship which may alleged to exist between the Contractor and such laborers and mechanics; and the wage determination decision shall be posted by the Contractor at the sat of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably and pated under section 1(b)(2) of the Davis-Bason Act on behalf of laborers mechanics are considered wages paid to such laborers or mechanics, subject the provisions of 29 CFR 5.5(a)(1)(iv). Also for the purposes of this class regular contributions made or costs incurred for more than a weekly period plans, funds, or programs, but covering the particular weekly period, are ito be constructively made or incurred during such weekly period:
- (ii) The Contracting Officer shall require that any class of laborers mechanics which is not listed in the wage determination and which is to be employed under the Contract, shall be classified or reclassified conformable to the wage determination, and a report of the action taken shall be sent to the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompany by the recommendation of the Contracting Officer shall be referred to the Secretary for final determination.
- (iii) The Contracting Officer shall require, whenever the minimum wage prescribed in the Contract for a class of laborers or mechanics includes a benefit which is not expressed as an hourly wage rate and the Contractor i obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties agree upon a cash equivalent of the fringe benefit, the question, accompant the recommendation of the Contracting Officer, shall be referred to the Second Labor for determination.
- (iv) If the Contractor does not make payments to a trustee or other to person, he may consider as part of the wages of any laborer or mechanic to amount of any costs reasonably anticipated in providing benefits under a cor program of a type expressly listed in the wage determination decision the Secretary of Labor which is a part of this Contract: Provided, however the Secretary of Labor has found, upon the written request of the Contract that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (2) Withholding. HUD may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor on the work the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic employed or working on the site of the work, HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- Payrolls and basic records. (i) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics . affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- (ii) The Contractor will submit weekly a copy of all payrolls to the City if the City is a party to the Contract, but if the City is not such a party the Contractor will submit the payrolls to the Agency for transmission to the City, for transmission to HUD. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this Contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime Contractor shall be responsible for the submission of copies of payrolls for all subcontractors. The Contractor will make the records required under the labor standards clauses of the Contract available for inspection by authorized representatives of HUD, the City for the Agency and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.
- (4) Apprentices. Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau

of Apprenticeship and Training, United States Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish to the Contracting Officer written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

- (5) Compliance with Copeland Regulations (29 CFP Part 3). The Contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.
- (6) Subcontracts. The Contractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (5) and (7) and such other clauses as HUD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- (7) Contract termination; debarment. A breach of clauses (1) through (6) may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

### 5. CONTRACT WORK HOURS STANDARDS ACT

- (1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.
- (2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in subparagraph (1), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District

or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (1) in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1).

- (3) Withholding for unpaid wages and liquidated damages. HUD may withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2).
- (4) Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in subparagraphs (1), (2), and (3) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.



# LETTER OF CREDIT PROCEDURES

(Recipient Organization)

July 1968

# A HUD HANDBOOK

#### FOREWORD

This Handbook establishes policies and procedures applicable to the use of letters of credit for funding purposes. Recipient organizations may obtain the necessary funds (Federal portion only) to carry out a HUD project by submitting a payment voucher to a local commercial bank. This technique (a) provides funds to a recipient organization promptly as they are needed, and (b) precludes the withdrawal of funds from the U. S. Treasury sooner than absolutely necessary.

### TABLE OF CONTENTS

Paragr	aph aph	Page
	CHAPTER 1. INTRODUCTION	
1. 2.	Purpose Method of Operation	1
	CHAPTER 2. POLICY AND GENERAL PROVISION	
	Policy Limitations and Exceptions Accounting Station Symbols Location of HUD Offices	3 5 5 6
	CHAPTER 3. RECIPIENT ORGANIZATION'S REQUIREMENTS	
7. 8. 9.	Distribution of Form TUS 5401	7 7 10 13
11.	Reporting to HUD (HUD-267)	13

#### CHAPTER 1. INTRODUCTION

- 1. PURPOSE. Federal grant programs which involve cash advances to organizations outside the Federal Government constitute a significant portion of the Federal budget. The timing of advance grant payments to such organizations has a substantial impact on the United States Treasury Department, including the level of the public debt and financing costs. These procedures(a.) provide a system whereby the recipient organization may promptly obtain the funds necessary to finance the Federal portion of a project by presenting a payment voucher to a local commercial bank and (b.) preclude withdrawal of funds from the U.S. Treasury any sooner than absolutely necessary.
- 2. METHOD OF OPERATION. The following is a brief outline of the letter of credit procedures:
  - a. HUD makes a determination that a project will be funded through the letter of credit technique and requests certain information from the recipient organization.
  - b. The recipient organization selects a commercial bank and transmits certain information concerning its selection to HUD.
  - c. The recipient organization designates the employees which are authorized to drawndown funds against a letter of credit and certifies their signatures to HUD on a signature card.
  - d. HUD certifies the signatures appearing on the signature card to the Treasury Department.
  - e. HUD prepares a letter of credit. Copies are transmitted to the Treasury Department and to the recipient organization.
    - f. The Treasury Department transmits the letter of credit and the signature card to the applicable Federal Reserve Bank or branch which services the commercial bank selected by the recipient organization.
  - g. The recipient organization executes payment vouchers against the letter of credit to meet its immediate cash needs and presents them to the commercial bank for deposit.
  - h. The commercial bank credits the recipient organization's bank account.
  - i. The recipient organization reports drawdown information to HUD.
  - j. HUD reports to U.S. Treasury.

### CHAPTER 2. POLICY AND GENERAL PROVISION

### 3. POLICY.

- a. Cash advances shall be limited to the minimum amounts possible and shall be timed to be as close as administratively feasible to the daily needs of the recipient organization.
- b. In instances where the contract between the U.S. Department of Housing and Urban Development (HUD) and the recipient organization provides that the recipient organization shall pay a part of the project costs in cash, the recipient organization shall provide its pro-rata share of the cash on a current basis pursuant to the contract. Generally, for instance, Federal funds should not be used exclusively until exhausted and then the non-Federal funds be used to pay the remaining project costs.
- c. Letters of credit shall be issued either by a HUD regional office or the central office (Washington) depending on whether the accounting for the program is performed on a centralized or a decentralized basis. The central office shall issue all letters of credit pertaining to all projects under the jurisdiction of the San Juan, Puerto Rico Regional Office. Hereinafter, all references to the regional offices shall exclude the San Juan, Puerto Rico Region and all references to the central office shall include the San Juan, Puerto Rico Region.
- d. The map (Figure 1) on the following page shows, among other things, the locations of each HUD regional office and the geographical boundaries assigned to each office. The mailing address and telephone number of the Washington central office and of each regional office are shown on page 6.

Page 4

HUD-Wash., D. C.

- e. All HUD grant programs which are not affected by the limitations and exceptions listed in 4. below, shall use the letter of credit technique in providing Federal funds to the recipient organizations. The letter of credit technique shall also be used for procurement contracts which exceed the limitations and exceptions.
- f. In instances where the letter of credit recipient organization is operating more than one project under the same HUD program, the amount of grant for each project shall be added together and, if the aggregate amount exceeds \$250,000, a single letter of credit shall be issued covering the aggregate amount provided all other limitations and exceptions are exceeded. Hereinafter all references to project shall mean the aggregate of all projects operated under the same HUD program by the recipient organization.

### 4. LIMITATIONS AND EXCEPTIONS.

- a. Letters of credit shall not be used in the following instances:
  - (1) When the disbursements are made, or will be made, on a reimbursable basis.
  - (2) When the aggregate annual amount required for advance payment does not equal or exceed \$250,000 per recipient.
  - (3) When the project(s) is not of a continuing nature of at least one year duration.
  - (4) When a method other than letter of credit, but meeting the objectives of Treasury Department Circular No. 1075, has been approved by the Treasury Department.
  - (5) When the existing legislation specifies the timing of payment in a manner which makes the letter of credit technique impracticable.
- b. Payment vouchers on letters of credit shall not be for amounts less then \$10,000 or more than \$1,000,000 unless so stated on the letter of credit.
- 5. ACCOUNTING STATION SYMBOLS. The following are the eight-digit accounting station symbols assigned to the HUD regional offices and the central office. These symbols shall be used exclusively for letters of credit transactions.

	Regional or Central Office Location		8-Digit Accounting Station Symbol
	New York, New York Philadelphia, Pennsylvania Atlanta, Georgia Chicago, Illinois Fort Worth, Texas San Francisco, California Washington, D.C.		86-00-9701 86-00-9702 86-00-9703 86-00-9704 86-00-9705 86-00-9706 86-00-9709
6. <u>LO</u>	CATIONS OF HUD OFFICES.		
Region Number	Street, City and State	Zip Code	Telephone
I	346 Broadway New York, New York	10013	212 264-8068
II	Widener Building 1339 Chestnut Street Philadelphia, Pennsylvania	19107	215 597-2560
III	Peachtree-Seventh Building Atlanta, Georgia	30323	404 526-5585
IV	360 North Michigan Avenue Chicago, Illinois	60601	312 353-5680
V	Federal Office Building 819 Taylor Street Fort Worth, Texas	76102	817 334-2867
VI	450 Golden Gate Avenue P. O. Box 36003 San Francisco, California	94102	415 554-4752
VII	P. O. Box 3869 GPO San Juan, P.R.	00936	767-1515 (Dial Long Distance Operator)
	Central Office Address	Zip Code	Telephone
	Central Office Address	code	Terephone
	U.S. Department of Housing and Urban Development Office of Financial Systems and Services 451 7th Street, S.W. Washington, D.C.	20410	202 755-56314

### CHAPTER 3. RECIPIENT ORGANIZATION'S REQUIREMENTS

### 7. SELECTION OF A COMMERCIAL BANK.

- a. The recipient organization shall select a commercial bank which agrees to receive payment vouchers drawn on the Treasurer of the United States and to forward such vouchers to the applicable Federal Reserve Bank or branch.
- b. The recipient organization shall furnish the applicable HUD regional office or central office the following information pertaining to the selection of a commercial bank:
  - Name, address, and telephone number of the commercial bank selected.
  - 2. Name and title of two principal officers of the bank.
  - 3. Title and account number of the recipient's bank account.
  - 4. Address of the Federal Reserve Bank or branch which serves the commercial bank selected. (The recipient organization must obtain this information from the selected commercial bank.)

# 8. SIGNATURE SPECIMEN (S.F. 1194).

- a. The recipient organization shall submit to HUD two original Standard Form 1194, Authorized Signature Card for Payment Vouchers on Letter of Credit.
- b. On the following page is a facsimile of S.F. 1194 (Figure 2) and an explanation of what information shall be entered in the numbered blocks:

Standard Form 1194

AUTHORIZED SIGNATURE CARD

Figure N Sample Standard Form 1194

Letter of Credit Number

0 10

Preparation of Standard Form 1194:

Block Number	Explanation
1.	Leave blank - to be completed by HUD.
2.	Enter the city address of the Federal Reserve Bank or branch which services the recipient organization's selected commercial bank.
3.	Enter the name, address, project(s) number and contract(s) number of the recipient organization. If additional space
	is required, use the reserve side of this form for listing project(s) and contract(s) numbers.
4.	Enter "U.S. Department of Housing and Urban Development", plus the appropriate address of the applicable regional or the central office which is to issue the letter of credit.
5.	Leave blank.
6.	Enter an "X". (All payment vouchers against a letter of credit shall be countersigned)
7.	Enter the typed names and signatures of the officials of the recipient organization which are authorized to execute Form TUS 5401, Payment Voucher on Letter of Credit.
8.	Enter the date, typed name, title, and signature of the recipient organization's official who is authorized to certify the authenticity of the signature of individuals authorized to execute Form TUS 5401.
	The recipient organization shall attach authenticated documentation, including a specimen signature, establishing the authority and the delegation of this authority to the official signing in this block.
9.	Leave blank to be completed by HUD.

- c. The Federal Reserve Bank or branch will accept only the signature of persons named on current signature cards (S.F. 1194) on file. Recipient organizations shall, therefore, submit new signature cards (S.F. 1194) whenever there is a change, including additions or deletions in the persons authorized to sign payment vouchers. Change in the title or position of a person so authorized does not require a superseding signature card if the person's authority to sign payment vouchers (Form TUS 5401) remains unchanged.
- 9. EXECUTION OF PAYMENT VOUCHERS (FORM TUS 5401). The recipient organization shall execute a Form TUS 5401, Payment Voucher on Letter of Credit, each time it is determined that funds are needed to meet current expenses. On the following page is a facsimile of Form TUS 5401 (Figure 3) and an explanation of what information shall be entered in the numbered blocks.

HUD-Wash., D. C.

	k for	FORM TUS 5401 (Rev. 12-67) Treasury Department 6 TFRM 1000	The drawer's	PAYMENT VOUCHER ON LETTER OF CREDIT  (TO BE COLLECTED AS A NON-CASH ITEM)  drawer's bank shall be the agent of the drawer for the collection this instrument and each subsequent collecting commercial bank shall			ion	165503 SERIAL NO.
	for bank	VOUCHER NO.	be the subage	nt of the drawe	TATION SYMBOL	DATE VOUCHER DRAWN	1 STIVI	
	ank to Ba	la	2.	AGENCY	3.	40	\$	5.
to be	NAME AND ADDRESS OF	DRAWER	NAME AND ADD	RESS OF DRAWER'S B	ANK FEDERAL F	RESERVE BANK OR BE	RANCH	
to G copy this		6	•	l l	7.		8.	
retain this copy.	forward will forwission to	NAME AND ADDRESS OF U. S. AGENCY			I certify that the terms and co- for which drawn drawer's bank.	this payment voucher orditions of the letter of is properly for credit t	has been drawn is foredit cited and to the account of	the drawer at th
will rei	ver will forward  Drawer v  transmiss				12	gnature)	13.	itle)
	-Drawer -Drawer AL—Dra trai				(Count	ersignature)	(1)	itle)
-Drawer	-D -D		tion of Fiscal Assistant			14. FOR FEDERAL	RESERVE BANK USE	
100	DUPLICATE—D		eral account of the Tre			(Date Debited)		rized Signature)
QUADRUPLICATE	to the present	ne presenting pana d		(GRE		Date Debited)	(Authorized Sign	ature)
DRI	to the presen	nting bank the amount	shown above.		(Date Debited	(Autho	orized Signature)	- 1
		the amount snown a	Dove.	(WHI)	TE)	(Authorized Signatu		,
	o cuo bi continue		7535	(0.	ne Debitou)	Without Signati	ure)	

Figure 3. Sample of Form TUS 5401.

Block Number	Explanation
diliber	Explanacion
1.	Enter the payment voucher number commencing with number "1" for each letter of credit and progressing in consecutive order. Amendments to the letter of credit will not interrupt the progression.
2.	Enter the letter of credit number exactly as shown on the applicable S.F. 1193.
3.	Enter the applicable eight-digit accounting station symbol of the HUD office executing the letter of credit.
4.	Enter the actual date that the payment voucher is presented to the local commercial bank.
5.	Enter the dollar amount of the drawdown against the letter of credit. If the drawdown covers funds for more than one project, each project number and the amount of drawdown applicable to each project shall be shown on the reverse side of Form TUS 5401.
6.	Enter the name, address, project number(s), and the contract number(s) of the recipient organization. The information shown in this block shall be exactly the same as shown on S.F. 1193 and on S.F. 1194. If additional space is required, use the reverse side of this form for listing project(s) and/or contract(s) numbers.
7.	Enter the name and address of the commercial bank which handles the recipient organization's bank account.
8.	Enter the city location of the Federal Reserve Bank or branch which services the local commercial bank, exactly as it appears on the S.F. 1193.
9.	Enter "U.S. Department of Housing and Urban Development" and the address of the HUD office executing the applicable letter of credit.
10. & 11.	The name and title of the person authorized to sign payment vouchers (as evidenced by an executed S.F. 1194) shall be typed in block 11. and the person so authorized shall affix his signature in ink in block 10.
12. & 13.	The instructions provided in 10. and 11. above shall apply, with the exception that the countersignature shall be accomplished by a person other than the person who signed in block 10
14. & 15.	Leave blank to be completed by the Federal Reserve Bank.

- 10. <u>DISTRIBUTION OF FORM TUS 5401</u>. The executed Form TUS 5401 shall be distributed as follows:
  - a. Original and Duplicate The recipient organization shall present these forms to the commercial bank for transmission to the Federal Reserve Bank or branch which services the local commercial bank.
  - b. Triplicate The recipient organization shall transmit this copy directly to the HUD office which issued the letter of credit on the same day that the payment voucher is presented to the commercial bank.
  - c. Quardruplicate The recipient organization shall retain this copy for its files.

# 11. REPORTING TO HUD (HUD-267).

- a. Each calendar quarter, the recipient organization shall submit, in duplicate, a Status of Funds Report Relating to Letters of Credit, HUD-267, to the HUD office which issued the letter of credit. The report shall be mailed no later than the tenth day of the month following the close of the calendar quarter.
- b. On the following page is a facsimile of the Status of Funds Report Relating to Letters of Credit, HUD-267, (Figure 4) and an explanation of what information shall be entered in the numbered blocks and lines.

Figure 4.

Form Approved
Budget Burgay No. 63-P1193

I. NAME OF RECIPIENT O	RGANIZATION	2. COMPLE	TE MAILING	ADDRESS	AND ZIP COL	DE	
3. CONTRACT AND PROJE	CT NUMBERS	4. LETTER OF CREDIT NUMBER 5. REPORT FOR CALENDAR					
CONTRACT NUMBER	PROJECT NUMBER		QUART		QUARTE	T FOR CALENDAR ER ENDED	
-	RECAPITULATION OF ACTIONS E	FFECTING THE	CASH POSIT	ION OF	THE PROJE	СТ	
	EXPLANATION		ST MONTH		ND MONTH	THIRD MONTH	
. TOTAL CASH ON HAND	TOTAL CASH ON HAND BEGINNING OF MONTH			\$		s	
ADD CASH RECEIPT	5:						
.FEDERAL					1		
. NON-FEDERAL							
LESS: TOTAL CASH DIS	BURSEMENTS		Į.				
. TOTAL CASH ON HAND	END OF MONTH	\$		s		s	
. NUMBER OF PAYMENT	VOUCHERS EXECUTED						
This amount represents the	cash requirements for the ensuing		days.				
	AVAILABILITY OF FU	NDS FROM LETT	ERS OF CRE	DIT	-		
	EXPLANATION	ON				TO DATE	
. AMOUNT OF ORIGINAL	LETTER OF CREDIT				\$		
. ADD: INCREASES (Per	Amendment to Letter of Credit)						
. LESS: DECREASES (Pe	er Amendments to Letter of Credit)						
LESS: TOTAL DRAWDO	wn						
. TOTAL AVAILABILITY	(Ending)				s		
	CE	RTIFICATION					
I certify that the above	information is true and correct.						
7. DATE REVIEWED	18. SIGNATURE		19. TYPE	D NAME A	NAME AND TITLE		
	FOR	HUD USE ONLY					
ATE	SIGNATURE OF REVIEWING OFF	ICIAL	TYPED N	AME AND	TITLE OF R	EVIEWING OFFICIAL	

Block	n of HUD-267.
Number	Explanation
1.	Enter the name of the recipient organization which is submitting the report.
2.	Enter the mailing address of the recipient organization.
3.	Enter the project and contract number. In instances where a letter of credit has been issued to cover more than one project, a separate report shall be submitted covering each project.
4.	Enter the letter of credit number to which this report applies.
5.	Enter the last month, day and year of the calendar quarter covered by this report.
6.	Enter the total amount of cash on hand at the beginning of the month. This shall include all funds on deposit, in transit, imprest funds, undeposited collections, etc.
7.	Enter the total of all Federal funds received during the month.
8.	Enter the total of all non-Federal funds received during the month.
9.	Enter the total cash disbursements made during the month.
10.	Enter the total amount of cash on hand at the end of the month. This shall include all funds on deposit, in transit imprest funds, undeposited collections, etc. Complete the footnote indicated by an asterisk (*) as of the end of the calender quarter.
11.	Enter the total number of Forms TUS 5401 issued during the month.
12.	Enter the amount of authorization as shown on the first letter of credit. This amount shall remain constant.
13.	Enter the cumulative amount of increases resulting from all amendments to the letter of credit issued through the reporting date.
14.	Enter the cumulative amount of descreases resulting from all amendments to the letter of credit issued through the reporting date.

Block Number	Explanation
15.	Enter the cumulative amount of drawdowns through the reporting date.
16.	Enter the amount computed by adding the amounts in blocks 12. and 13. and subtracting the amounts in blocks 14. and 15
17.	Enter the actual date that the report is submitted to the appropriate HUD office.
18.	The authorized official of the recipient organization shall affix his signature in ink after he is satisfied that the report is correct.
19.	The name and the title of the official signing the report on line 18. shall be typed herein.

COA IDENTIFI-

Form approved Budget Bureau No. 63-R1170

CONTRACT-City of Atlanta, Georgia

ADDRESS

68 Mitchell Street

STATE ZIP CODE

Atlanta, Georgia 30303

CONTRACT NO.

MP - 10 - 001

Contract Period

COST CONTROL STATEMENT MODEL CITY PLANNING GRANT

As Of April 30, 1969

PROJECT OR PROGRAM NUMBER

From12/1/67 To 4/30/69

COST	BUDGET	AMOUNT PER	COSTS INCURRED		
ACCT.NO.	ACTIVITY CLASSIFICATION	LATEST APPROVED BUDGET	CURRENT MONTH	CUMULATIVE TO DATE	
401 401 A	Salaries Salaries-Non-Cash Con- tributions	\$123.952.00 55.825.00	\$ -0- 10,820.67cr	\$142.381.88 61,408.00	
	TOTAL SALARIES	179,777.00	10,820.67cr	203.789.88	
402 402 A	Employee Benefits - Non	17,819 00	-0-	10,023.68	
	Cash	5,583.00			
	TOTAL EMPLOYEE BENEFITS	23,402,00	-0-	10,023 68	
403	Consultants and Contract Services	39,315.00	-0-	33,419.41	
404	Auto Allowance	2,945 00	-0-	3.039.78	
405	Travel	4,450.00	64.05	3.621.34	
	TOTAL TRAVEL	7,395.00	64.05	6.661.12	
406	Equipment Rental or Purchase	10,088.00	24.93cr	10,900.45	
407	Space Alterations and other Space Costs	9,425.00	-0-	10.443.60	
407 A	Space - Utilities	6,056 00	-0-	6 840.67	
	TOTAL SPACE COST	15,481 00	-0-	17.284.27	
408 409	Office Supplies Special projects-Citizens	11,450.00	1,648.66	12,633.35	
	Participation Expenses		4,632.22	12.195.84	
	TOTAL ALL COSTS	\$306,908 00	\$ 4.500.67cr	\$306.908.00	
	Certified Correct:				
	(Syshature)	anned.			
	Program Director				
	May 12, 1969				

Form approved Budget Bureau No. 63-R1168 City of Atlanta, Georgia STATEMENT OF FINANCIAL CONDITION MODEL CITY PLANNING GRANT 68 Mitchell Street CITY STATE ZIP-CODE As Of April 30. 1969 Atlanta, Georgia 30303 PRINCIPAL BERSON & TITLE Contract Period MP - 01 - 001 From 12/1/67 To 4/30/69 PROJECT OR PROGRAM NUMBER CONTRACT NO. ASSETS Cash: \$ 9,834.71 Cash Petty Cash Total Cash 9,984.71 Accounts Receivable: 24,550.00 Planning Grant -0-CDA Contribution Other 24,558.24 Total Accounts Receivable 306.908.00 Cost Control 341,450.95 TOTAL ASSETS LIABILITIES AND CAPITAL Current Liabilities: -0-Accounts Payable Accrued Liabilities 34. 542 Total Current Liabilities Deferred Credits: Uncarned Planning Grant Unearned CDA Contribution Total Deferred Credits 34.542 TOTAL LIABILITIES Capital: 61.408.00 CDA Contribution

TOTAL LIABILITIES AND CAPITAL

341, 450, 95

306,908 00

245,500 00

\*The first \$8 24 check was lost and a second has been submitted

Total Capital

Planning Grant

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(Signature)	and the state of t	
Program Director	-	
(Title)		
May 12, 1969		
(Date Submitted)		

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FM GEORGE CREEL DIR OF PUBLIC AFFAIRS DHUD WASH DC/HHFA/
TO RUEVDDAA/1/ REGL ADMIN DHUD ATLANTA GA ATTN: SPECIAL ASST FOR
PUBLIC AFFAIRS & ARA'S FOR MODEL CITIES

BT

THE FOLLOWING STATEMENT WAS ISSUED BY SECRETARY ROMNEY TO NEWS MEDIA AT 4:00 PM APRIL 28. ASSISTANT SECRETARY HYDE WILL BE TELEPHONING EACH OF THE REGIONAL ADMINISTRATORS TO DISCUSS THE IMPLICATIONS OF THIS STATEMENT WITHIN THE NEXT FEW DAYS.

"SECRETARY ROMNEY'S STATEMENT ON MODEL CITIES"

THE MODEL CITIES PROGRAM IS AN AMBITIOUS EFFORT. IT SEEKS TO COORDINATE A VAST ARRAY OF FEDERAL PROGRAMS, TO CONCENTRATE THEIR IMPACT ON SPECIFIC DEPRESSED URBAN NEIGHBORHOODS, AND TO MAKE LOCAL GOVERNMENTS STRONGER AND MORE FLEXIBLE. MY COMMITTEE ON MODEL CITIES OF THE COUNCIL FOR URBAN AFFAIRS HAS BEEN INTENSIVELY EXAMINING THE PROGRAM. ITS STUDY HAS SHOWN THAT THE PROGRAM'S GOALS ARE SOUND, BUT THAT THERE HAVE BEEN CRITICAL DEFICIENCIES IN ITS ADMINISTRATION WHICH CALL FOR IMMEDIATE CORRECTION. AMONG THEM:

- --FEDERAL AGENCIES HAVE NOT BEEN SUFFICIENTLY RESPONSIVE TO LOCAL PROPOSALS REFLECTING SPECIFIC LOCAL CONDITIONS.
- --IN DEVELOPING THEIR PROPOSALS, LOCAL AUTHORITIES HAVE BEEN HINDERED BY UNCERTAINTY AS TO THE AMOUNTS OF FUNDS THAT WOULD BE AVAILABLE FROM THE FEDERAL DEPARTMENTS.
- -- FEW EFFECTIVE ATTEMPTS HAVE BEEN MADE TO SECURE THE INVOLVEMENT OF STATE GOVERNMENTS.
- --FEDERAL GUIDELINES HAVE FORCED CITIES TO SET "MODEL NEIGHBORHOOD" BOUNDARIES THAT OFTEN HAVE BEEN ARBITRARY, AND THAT HAVE CREATED UNNECESSARY DIVISIONS AMONG MODEL CITIES RESIDENTS.

THE PRESIDENT HAS APPROVED THE RECOMMENDATIONS OF THE URBAN AFFAIRS COUNCIL THAT THE MODEL CITIES PROGRAM BE REVISED IN THE FOLLOWING IMPORTANT RESPECTS:

- 1. THE COUNCIL FOR URBAN AFFAIRS WILL ASSUME DIRECT RESPONSIBILITY FOR INTER-DEPARTMENTAL POLICY AFFECTING MODEL CITIES.
- 2. SECRETARIES OF THE DEPARTMENTS INVOLVED WILL HAVE PERSONAL SUPERVISION OF THEIR DEPARTMENTS' FUNDING OF MODEL CITIES PROPOSALS, AND WILL RESERVE PROGRAM FUNDS SPECIFICALLY FOR THAT PURPOSE. THIS WILL ENSURE THE AVAILABILITY OF DEPARTMENTAL FUNDS FOR MODEL CITIES, AND WILL GIVE LOCAL AUTHORITIES A BETTER IDEA OF THE AMOUNT AND KIND OF FUNDS THEY CAN EXPECT FROM THE VARIOUS DEPARTMENTS FOR THE R MODEL CITIES PLANS.

- 3. ADMINISTRATEON OF THE PROGRAM WILL BE FED INTO THE REORGANIZATION OF THE REGIONAL FEDERAL OFFICES, NOW UNDERWAY. ONE EFFECT OF THIS WILL BE TO FACILITATE INTER-DEPARTMENTAL COORDINATION AT THE REGIONAL LEVEL. IN THE PAST, VARIATIONS AMONG THE FEDERAL OFFICES IN PROGRAM PROCEDURES, HEADQUARTERS LOCATIONS, AND STRUCTURES OF AUTHORITY, HAVE HANDICAPPED WELL-INTENTIONED FEDERAL OFFICIALS AND CONFUSED LOCAL OFFICIALS, THUS SERIOUSLY COMPROMISING THE MODEL CITIES PROGRAM AT THE CITY LEVEL.
- 4. GREATER EFFORTS WILL BE MADE TO INVOLVE THE STATE GOVERNMENTS IN THE MODEL CITIES PROGRAM. LACKOOF STATE INVOLVEMENT HAS PROVEN A CRITICAL DEFICIENCY BECAUSE MANY OF THE FEDERAL FUNDS NEEDED FOR MODEL CITIES ARE ADMINISTERED THROUGH STATE AGENCIES. OUR AIM WILL NOT BE TO ADD ANOTHER ADMINISTRATIVE LAYER BETWEEN THE CITIES AND THE FEDERAL GOVERNMENT, BUT TO MAKE BETTER USE OF THE STATES'RESOURCES, EXPERIENCE AND PERSPECTIVE. MODEL CITIES IS INTENDED TO BE AND WILL REMAIN A LOCAL GOVERNMENT PROGRAM CENTERED UPON THE MAYOR'S OFFICE WITH A CONTINUED REQUIREMENT FOR ADEQUATE CITIZEN INVOLVEMENT.
- 5. THE 10% POPULATION RESTRICTION ON THE SIZE OF THE TARGET NEIGHBORHOODS WILL BE DROPPED. THIS GUIDELINE HAS BEEN ADMINISTERED HAPHAZARDLY IN THE PAST AND HAS HINDERED PROGRESS AT THE LOCAL LEVEL. ELIMINATING THIS GUIDELINE DOES NOT MEAN THAT THE PROGRAM WILL BE EXPANDED CITYWIDE WITHIN EACH CITY. ITS PURPOSE WILL REMAIN THAT OF FOCUSING RESOURCES ON PARTICULARLY POOR AND BLIGHTED NEIGHBORHOODS, BUT LOCAL OFFICIALS WILL BE GIVEN GREATER LATITUDE IN DRAWING PROGRAM BOUNDARIES THAT CONFORM TO LOCAL CONDITIONS.
- 6. PRIORITY CONSIDERATION WILL BE GIVEN TO THOSE CITIES THAT SUCCESSFULLY ENLIST THE PARTICIPATION OF PRIVATE AND VOLUNTARY ORGANIZATIONS IN THEIR MODEL CITIES PLANS. THE INCREASED FLEXIBILITY IN ESTABLISHING PROGRAM BOUNDARIES WILL MAKE IT EASIER FOR THESE ORGANIZATIONS TO CONTRIBUTE.
- 7. LOCAL GOVERNMENTS WILL BE ASKED TO ESTABLISH CLEAR PRIORITIES IN DEVELOPING THEIR MODEL CITIES PROPOSALS, AND TO STRIVE FOR "COMPREHENSIVENESS" ONLY IN THE PROGRAMS' FIVE-YEAR PLANNING CYCLE. MANY CITIES HAVE INTERPRETED MODEL CITIES LEGISLATION AND ADMINISTRATIVE GUIDELINES REQUIRING A LOCAL "COMPREHENSIVE" PLAN OF ATTACK ON BLIGHT AND POVERTY IN THEIR TARGET NEIGHBOR-HOOD AS REQUIRING PROPOSALS TO IMMEDIATELY ATTACK EVERY CONCEIVABLE PROBLEM WITHIN THESE NEIGHBORHOODS. THIS OBVIOUSLY WOULD BE UNWORKABLE: WHAT IS IMPORTANT IS THAT CITY GOVERNMENTS SET CLEAR PRIORITIES FOR ATTACKING THEIR PROBLEMS SO THAT THEY CAN MAKE RAPID AND SUBSTANTIAL PROGRESS TOWARD SOLVING THEIR MOST URGENT RATHER THAN DISSIPATING THEIR RESOURCES IN A VAIN EFFORT TO SOLVE ALL. THIS ADMINSTRATION WILL COMPLETELY SCRUTINIZE APPLICATIONS TO ELIMINATE UNWISE OR UNNECESSARY PROPOSALS.

WITH THESE REVISIONS, I FEEL THAT THE MODEL CITIES PROGRAM CAN HELP US TO ACHIEVE TWO IMPORTANT GOALS--A MORE RATIONAL AND CREATIVE FEDERAL-STATE-LOCAL SYSTEM, AND CITY GOVERNMENTS THAT ARE MORE FLEXIBLE AND RESPONSIVE TO THE NEEDS OF THEIR CITIZENS. WE MUST REALIZE THAT ELIMINATION OF BLIGHT AND POVERTY IN OUR CENTRAL CITIES CANNOT BE ACCOMPLISHED OVERNIGHT. IT WILL BE A HARD AND OFTEN FRUSTRATING STRUGGLE, BUT MODEL CITIES DOES OFFER US THE MEANS OF BETTER USING OUR PRESENT RESOURCES, AND THUS TAKING AN IMPORTANT STEP IN THAT DIRECTION."

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#### MINUTES

# MODEL NEIGHBORHOOD EXECUTIVE BOARD Tuesday, April 15, 1969 10:00 a.m.

The monthly meeting of the Model Neighborhood Executive Board was held on Tuesday, April 15, 1969 at 10:00 a.m. in Committee Room #2, City Hall.

The following members were present:

Mayor Ivan Allen, Jr., Chairman Mrs. Mattie Ansley Alderman E. Gregory Griggs Alderman Everett Millican Mr. J. D. Newberry Dr. C. Miles Smith Mr. Bill C. Wainwright Mr. J. C. Whitely

#### Absent:

Mr. Sam Caldwell
Mr. Clarence Coleman
Deacon Lewis Peters
Representative John Hood
Mrs. Martha Weems
Mr. Walter Mitchell

Other city department heads, agency representatives and the press were also present.

The Chairman, Mayor Ivan Allen, Jr., called the meeting to order. He then entertained a motion for the adoption of the March 11 Minutes. It was so moved and unanimously approved without correction.

#### OLD BUSINESS

Mr. Millican reported on the results of the meeting with Mr. Moody of Model Neighborhood, Inc. He said that Mr. Moody's organization would like to request \$3,000 additional funds from the Model Cities Program to continue their operations. Mr. Millican said that he did not wish to make any recommendations for action at this time.

#### REPORT OF THE MASS CONVENTION STEERING COMMITTEE

There was no report of the Mass Convention Steering Committee due to the absence of Deacon Peters.

# DIRECTOR'S REPORT

Mr. Johnson informed the Board that the contract between the Atlanta Model Cities Program and the U. S. Department of Housing and Urban Development had not been executed. The Nixon Administration has decided not to enter into any agreements until they decide what the new focus of the Model Cities Program will be. Agency contracts are being negotiated during this interim period. Most of the contracts have been accepted and will be ready for execution as soon as the Federal contract is tendered.

Mr. Johnson discussed the booklet of Project Descriptions which was given to all Board members. The booklet gave a breakdown of projects by project numbers, a brief description of the scope of the project, the agency implementing the project, the total cost of the project, and the amount of supplemental funds involved in the project.

Mayor Allen felt that there was a need for an evaluation committee to review all of the projects contained in the Program to determine the capabilities of the agencies to implement a particular project, to determine if the funds are being spention the proper manner, and to see if the necessary personnel would be available. Mr. Millican moved that a committee of three to five people be appointed to serve as an Evaluation Committee to review all of the projects contained in the Model Cities Program. The motion was seconded and unanimously approved.

As part of the Director's Report, three members of the staff gave detailed presentation on specific projects contained in the program.

Mr. Jim Shimkus, Director of Social Development, gave a presentation on the unique features of the Day Care Program. He pointed out the critical need for the program and showed how it related to many of the other components of the program. He referred to a chart which listed the objectives of the Day Care program, the agencies involved in implementing the program and how they are related, and the function of the Advisory Board. The Day Care Program is divided into three phases: Day Care Centers, Block Centers, and Family Day Care Homes. The major emphasis of the program will be to get the parents involved and trained in child care and development.

Mr. Jim Wright, Director of Physical Development, discussed the Intra-Neighborhood Bus System and the proposed Housing Center. This bus is designed to facilitate east-west travel within the Model Neighborhood Area and outside of the area. The project will be implemented by the Atlanta Transit System. Mr. William Nix of the transit company made comments on the services that will be provided in this project. The Housing Center will be established to relate the various housing programs to residents and provide services not provided by other housing programs.

Mr. O. D. Fulp, Employment Planner, presented the various projects and activities in the Employment Component. He point out that the Employment Program was geared toward individualized service, toward bridging the gap between existing agencies and toward going outside the conventional methods of delivering employment guidance and training to those seeking employment. The employment program will provide outreach service get the people into the employment offices and referral services to get them to the jobs available.

A general discussion period followed each presentation to further explain and clarify any issues or questions pertaining to the project.

Mr. Johnson then introduced the new members to the Model Cities Staff. They are:

Mr. Jim Culp Economic Development Planner

Mr. James L. Hicks Program Specialist Economic Development Division Mr. Bayard "Mac" Irwin Research Specialist

Mr. Booker T. Howell Program Coordinator

NEW BUSINESS

There was no new business.

The meeting was adjourned at 11:55 a.m.

APPROVED:

Johnn C. Son Director

Mayor Ivan Allen, Jr., Chairman Model Neighborhood Executibe Board

April 30, 1969 Mr. Waymon S. Wright Wright Jackson Brown Williams Stephens and Bond, Inc. 1014 Gordon Street, S. W. Atlanta, Georgia 30310 Dear Mr. Wright: I raised two questions concerning a proposed contract between the Model Cities agency and the firm of Wright Jackson Brown Williams Stephens and Bond, Inc. These questions were as follows: I asked whether it was necessary to bring in an outside firm to carry out the public relations feature of the Model Cities program when adequate staff had already been provided for this purpose. I questioned whether the city should contract for serv ices of this type without competitive bidding with a private, profit-making firm, and whose organization is composed of an indirect city employee, Mr. Williams with the Community Relations Commission, and two prominent public officials. These were the questions I raised, and I will be glad to discuss them with you at your convenience. Sin cerely, Ivan Allen, Jr. IAJr:am

April 22, 1969

The Honorable Ivan Allen Mayor, City of Atlanta Georgia

Dear Mayor Allen:

Our firm appreciated the opportunity we had on Monday, April 22, to discuss the proposal we submitted as a part of the Model Cities program. I must admit that I was disturbed by your comments as they were reported to me by our representatives, Ben Brown and Warren Jackson.

Based on my discussions with them following the session there seems to be some questions in your mind about the advisibility of this firm implementing the proposal submitted.

Wright, Jackson, et. al. was chartered on January 6, 1969 under Ga. Laws. The principals of the firm (six in number) agreed to incorporate following meetings held as early as October, 1968.

The firm was not organized to profit from Model Cities nor from any other such project. The principals recognized the need for a black oriented public relations firm in the City of Atlanta and organized on that basis and that basis alone.

As for as the character of the principals of the firm are concerned, I respectfully, request that you read through the enclosed materials.

If you have further questions about the firm or our capabilities, I would appreciate having the opportunity of discussing them with you.

Yours very truly,

Waymon & Wright, President

Wright, Jackson, et. al.

CC: J. C. Johnson

### WRIGHT JACKSON BROWN WILLIAMS STEPHENS & BOND, Inc.

... a professional public relations counseling and service firm affording corporate, institutional and governmental clients the unique advantages of a multidiscipline approach to modern interpretive and communication needs.

The firm's principals and founders are young, black, informed, and intense. Their combined talents, training and more than thirty years total experience create of them a synectic group; individuals, each outstanding in his respective expertise, applying maximum insight and creativity to the solution of problems and the pursuit of opportunities presented the firm's clients.

Today's organization, whether engaged in private enterprise, education, or political administration, both affects and is affected by many publics. Delineating these publics, interpreting them accurately and formulating relevant, effective responses to their diverse interests is the province of the professional. And it's here that WRIGHT JACKSON BROWN WILLIAMS STEPHENS & BOND excels in three vital elements essential to any successful public relations program.

First, a profound understanding.

Through research, ideation and the ability to respond empathically to the client's need and the public's demand equally, the firm brings an extraordinary degree of perceptivity to bear on each assignment.

Second, knowledgeable planning.

At this point the disparate backgrounds of the principals coalesce into the firm's forte. Out of legal, entrepreneurial, political, social, public and corporate experience come reliable counsel and substantial design for action. Imaginative plans that are at the same time practical, bold and congruent with the client's intent can best be formulated by working in concert with his own staff.

Third, precise execution.

Knowing what to do isn't enough. Modern public relations requires a thorough knowledge of who can do it, and how. In this regard, WRIGHT JACKSON BROWN WILLIAMS STEPHENS & BOND offers each client a complete service. The firm maintains close relationships with other organizations which furnish such important supportive services as advertising, creative writing and graphic design, business and educational research, and relations with governmental agencies.

Achieving well-defined goals is the result of an agressive, comprehensive program. Toward this end, the firm invites inquires concerning:

- . Corporate public relations counsel and service
- . Educational and non-profit institutional public relations
- . Governmental relations
- . Public relations for political organizations and campaigns
- . Personal, corporate or institutional publicity programs

- . Internal and employee communications
- . Sensitivity training and counseling on race relations
- . Communication techniques for the black community
- . Counseling for the small business
- . Coordination of meetings, conventions, and related activities (tours, socials, etc.)
- . News conferences and media tours
- . Preparation of booklets, brochures, press kits and related materials

#### WAYMON SCOTT WRIGHT

Trained in psychology, public relations and journalism at Morehouse

College, University of Iowa and Syracuse University

Director of Public Relations, Voorhees College

Assistant Director of Public Relations, Atlanta Falcons

Staff Representative, Public Relations Department, The Coca-Cola Company

Member, Public Relations Society of America

Member, National Association of Market Developers

Member, Atlanta Press Club

Member, Board of Directors, Atlanta Junior Chamber of Commerce

President, Board of Directors, Ralph C. Robinson Boys Club

Member, Board of Directors, Metro Atlanta Boys Club

Outstanding Young Men of America, 1968

Outstanding Personalities of the South, 1969

# SAMUEL WARREN JACKSON

Trained in economics, business administration, banking and public relations at Talledega College, LaSalle University and American Institute of Banking

Dean of Men, Morris College

Member, Morris College Public Relations Committee

Administrative Assistant, Special Services, C&S National Bank

Accounting Staff, General Electric Credit Corporation

Member, Atlanta Junior Chamber of Commerce

Member, Young Men on the Go

# BENJAMIN DANIEL BROWN

Trained in social sciences and law at Clark College
Howard University School of Law
Community Services Director, Atlanta Urban League
Coordinator, Community Relations, National Alliance of Businessmen
Instructor, Business Law, Clark College
Member, Georgia House of Representatives
Member, Board of Directors, Grady Homes Boys and Girls Clubs
Member, Board of Directors, Day Care Association of Atlanta
Member, Board of Directors, All-Citizens Registration Committee
Member, Board of Directors, Active Voters League
Member, Atlanta Junior Chamber of Commerce
Member, Young Men on the Go

#### CHARLES CLARENCE WILLIAMS

Trained in political science, speech and drama, law at Florida A&M

University and North Carolina College School of Law

Executive Campaign Assistant, United States Senatorial Candidate.

Family Relocation Advisor, Department of Urban Renewal and Economic

Development, Rochester, New York

Customer Relations Consultant, P.F. Collier Company

Project on Inter-Group Relations, Official

National Association of Housing and Renewal, Official
Member, Atlanta Junior Chamber of Commerce
Member, Young Men on the Go

#### CHARLES RICHARD STEPHENS

Trained in psychology, education counseling and guidance and administration at Morehouse College, Atlanta University and Springfield College
Assistant General Executive, Butler Street Y.M.C.A.

Public Information Specialist, U.S. Army

Reporter and Newsroom Assistant, WSB Radio, Atlanta

Member, National Public Relations Council

Member, Atlanta Junior Chamber of Commerce

Member, Mass Media Committee, Georgia Presbytery-United Presbyterian Church in the U.S.A.

Member, Good Government Atlanta

Member, Better Schools Atlanta

Member, Board of Directors, Bedford-Pine Boys Club

Member, National Association of Y.M.C.A. Directors

#### HORACE JULIAN BOND

Trained in English and research at Morehouse College and Metropolitan

Applied Research Center, New York

Managing Editor, Atlanta Inquirer

Member, Georgia House of Representatives

Research Associate, Voter Education Project, Southern Regional Council

Member, Board of Directors, Robert F. Kennedy Memorial Foundation

Member, National Advisory Committee, Small Business Administration

Member, Young Men on the Go

Works published in <u>LIFE</u>, <u>Ramparts</u>, <u>Negro Digest</u> and other local and national publications

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rec'd: 4/29/69

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NHUN 121126 EVDAA

Molel Extres April 28, 1969 Mr. Clarence G. Ezzard, Sr. Representative, District 102 245 Atlanta Avenue, S. E. Atlanta, Georgia 30315 Dear Mr. Ezzard: The Mayor has forwarded your letter of April 18 to me for reply. I would like to inform you that a sub-committee of the Model Neighborhood Executive Board was established and is now in the process of reviewing various elements of the program. Upon completion of this review, the committee will make recommendations to the full Executive Board with reference to any specific action that should be taken. With reference to your suggestion that residents of the Model Neighborhood Area be included on the committee, I wish to inform you that Mrs. Martha Weems of the Peoplestown area is a member of the committee. Should you have any additional questions or comments concerning this committee, please feel free to contact me. Sincerely, Johnny C. Johnson Director JCJ:vlc cc: Mayor Ivan Allen, Jr.



# HUDNEWS U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT WASHINGTON D.C. 20410

HUD-No. 69-0279 Phone (202) 755-7327 NOTICE OF PUBLICATION
FOR RELEASE:
Wednesday
April 16, 1969

# HUD ISSUES PAMPHLET ON MODEL CITIES PROGRAM

What is a Model City and where does the money for a Model Cities program come from?

Answers to these and other questions concerning the Model Cities program are contained in a 19-page, Spanish leaflet published by the U.S. Department of Housing and Urban Development.

The Model Cities program, administered by HUD's Model Cities Administration, is designed to concentrate public and private resources in a comprehensive five-year attack on the social, economic, and physical problems of slum and blighted neighborhoods.

Authorized by Title I of the Demonstration Cities and Metropolitan Development Act of 1966, the program seeks to upgrade the total environment of such neighborhoods and significantly improve the lives of residents.

The pamphlet reports that 150 cities and counties in 45 States, the District of Columbia, and Puerto Rico had received Model Cities planning grants by the end of 1968.

Copies of the publication, titled "El Programa De Las Ciudades Modelo Preguntas Y Respuetas", may be obtained without charge from Consumer Relations, Department of Housing and Urban Development, Washington, D.C. 20410.

AGENDA

MODEL NEIGHBORHOOD EXECUTIVE BOARD MEETING Tuesday, April 15, 1969 10:00 a.m.

The following agenda is recommended:

- I. Opening
- II. Adoption of March 11 Minutes
- III. Report of the Mass Convention Steering Committee
- IV. Old Business
- V. Director's Report
  - 1. Status of the Program
    - a. Introduction of new personnel
  - 2. Presentations
    - a. Jim Shimkus, Director of Social Development
    - b. Jim Wright, Director of Physical Development
    - c. O. D. Fulp, Employment Planner Georgia State Department of Labor
- VI. New Business
- VII. Adjournment

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# CITY OF ATLANTA





April 2, 1969

OFFICE OF MODEL CITIES PROGRAM 673 Capitol Avenue, S.W. Atlanta, Ga. 30315 404-524-8876

Ivan Allen Jr., Mayor
J. C. Johnson, Director

# MEMORANDUM

TO : Model Neighborhood Executive Board Members

FROM : Johnny C. Johnson, Director

Model Cities Program

SUBJECT: Model Neighborhood Executive Board Meeting

The regular monthly meeting of the Model Neighborhood Executive Board has been cancelled for Tuesday, April 8, 1969. It has been rescheduled for <u>Tuesday</u>, <u>April 15</u>, at 10:00 a.m. in Committee Room #2, City Hall.

This will be a very important and informative meeting and your attendance is greatly urged. Detailed presentations will be made concerning some of the projects in the program.

Enclosed is a copy of the March 11 Minutes for your review. Also enclosed for your information is a memorandum concerning the Model Cities Program.

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Enclosures

# MINUTES

# MODEL NEIGHBORHOOD EXECUTIVE BOARD Tuesday, March 11, 1969 10:00 a.m.

The regular meeting of the Model Neighborhood Executive Board was held on Tuesday, March 11, 1969 at 10:00 a.m. in Committee Room #2, City Hall.

The following members were present:

Mayor Ivan Allen, Jr., Chairman Alderman E. Gregory Griggs Representative John Hood Alderman G. Everett Millican Mr. Wlater Mitchell Mr. J. D. Newberry Dr. C. Miles Smith Mrs. Martha Weems Mr. J. C. Whitely

#### Absent:

Mrs. Mattie Ansley
Mr. Sam Caldwell
Mr. Clarence D. Coleman
Deacon Lewis Peters
Mr. Bill C. Wainwright

Other city department heads, representatives of neighborhood organizations, the Atlanta Housing Authority and the press were also present.

#### OLD BUSINESS

Mrs. Xernona Clayton gave a report on the status of the accounts for the citizen participation funds. This report was requested by Mr. Whitley at the last meeting. She discussed the procedure for withdrawing these funds through the Neighborhood Councils and gave the balance for each neighborhood's account as of March 10, 1969. The funds in the citizen participation account were used for transportation, babysitting, refreshments, distribution of flyers in the communities and in any other manner that would facilitate citizen participation. It was moved and seconded that Mrs. Clayton's report be accepted as information. A copy of the report was distributed to all Board members.

#### DIRECTOR'S REPORT

# Contract for Execution

Mr. Johnson stated that Secretary of Housing and Urban Development (HUD), George Rummney, was expected to sign the Atlanta Model Cities Program contract and that it should be tendered by the end of the week. He said that the contract would be open-ended without yearly close-out. The City will received the appropriate funds through a Letter of Credit that can be drawn upon from a designated bank. The agencies receiving supplemental funds will be required to designate a bank so that the city can transfer funds to their accounts on a reimbursable basis. This method of funding is being used because of the difficulty in ascertaining financial needs for a given period of time.

# Introduction of New Personnel

Mr. Johnson introduced the new members of the Model Cities staff and explained their positions in relationship to their division. The new staff members are:

Mr. Davey L. Gibson Social Planning Coordinator

Mrs. Frances Eizenstat Social Planner II

Mr. Joseph A. Stroud Program Specialist

Mr. Mitchell A. Mitchell Senior System Analyst

Mr. Michael Lewallen Graphics Specialist Mr. Howard Turnipseed College Intern

Mr. Louis Orosz Physical Planning Coordinator

Mrs. Roslyn Walker Evaluation Analyst

Mr. Donald Holland Senior Budjet Analyst

Mr. Johnson asked the Board to recommend people to fill the remaining positions of Director of Plans and Evaluation, Director of Program Management, and Director of Economic Development. Mr. Millican then welcomed the new staff members on behalf of the City and the Executive Board.

# Multi-Purpose Center

Mr. Johnson brought the Board up to date on the remodeling activities of the present Model Cities office. The office building has been partitioned to allow for more enclosed offices.

Mr. Johnson stated that arrangements had been made with the Atlanta Housing Authroity to lease the land needed for the Multi-Purpose Center, and that several floor plans were being considered for the building. It is expected that the Center will be completed by April 30.

# Letters of Commitment

A booklet containing the Letters of Commitment from all the agencies carrying out projects in the first year action program was given to all of the Board members. The booklet also contained the Revised Grant Budget Summary. Mr. Johnson pointed out that there had been some changes in the budget—administrative changes and project changes—resulting from a decrease in funds. Mr. Shimjus discussed some specific changes made in the Health Component. He indicated that some projects had been deleted andothers had been combined. The number of projects had been cut down, but the functions included in the project will still be carried out. Mr. Hood expressed concern about the Unwed Mothers' Project being deleted. Mr. Shimkus assured him that the project was still being carried out by Economic Opportunity Atlanta, but that it was being carried out on a smaller scale.

#### NEW BUSINESS

Mr. Griggs reported on the land proposal for the Temporary Multi- Purpose Center. He stated that the land proposed for the multi-purpose center would not hold up the closing out of the Rawson-Washington Urban Renewal Project. There are other tracts of land involved that will keep the project opened.

#### PUBLIC

Mr. Edward Moody of Model Neighborhood, Inc. stated that he and his Board had had difficulty in getting cooperation from the Model Cities Staff. He said that they felt distrust and fear. Mr. Millican suggested that he and Mr. Griggs meet with Mr. Moody and representatives of his Board to discuss their grivances. Mr. Millican and Mr. Griggs would then make a recommendation to the Board as a result of the meeting. Mr. Moody agreed to contact Mr. Millican to set a time for a meeting.

Mr. Clarance Ezzard spoke to the Board concerning the proposed rehabilitation and clearance areas. He said that many citizens were disturbed because their homes were located in an clearance area. He also asked why agencies outside of the area had been funded to carry out projects that existing agencies were already doing. It was suggested that Mr. Ezzard arrange to meet with the Model Cities staff to discuss his questions.

The meeting adjourned at 11:25 a.m.

APPROVED:

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Model Cities Program

Mayor Ivan Allen, Jr., Chairman Model Neighborhood Executive Board HUD-95 (7-66) UNITED STATES GOVERNMENT

# Memorandum

# DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

MAR 1 9 1969

TO : ALL REGIONAL ADMINISTRATORS DATE:

ATTN

: Assistant Regional Administrators for Model Cities

In reply refer to:

iministration

SUBJECT: Letter to Mayors on Personal Attention to Local Program Problems

Following for your information is the text of a letter now being sent from Assistant Secretary Hyde to each model city chief executive officer. The attachment is also enclosed with each letter.

As you know, there are now 150 cities involved in the Model Cities program. Some of these cities have already submitted their execution plans; others are preparing to begin their planning effort.

At the Washington and the Regional level, the Department of Housing and Urban Development is now better able to make an assessment of those areas in program planning and administration in need of attention. In most cases, only the chief executive officer of the locality has the power and authority necessary to ensure implementation of the program's requirements. In many cases, the personal involvement of the chief executive officer is necessary to achieve the desired levels of comprehensiveness and coordination -at a minimum, his full support of the efforts of the CDA Director to accomplish this goal is indispensable.

From time to time, therefore, I will be writing to you to call to your attention those problems we see from our vantage point which, in our best judgment, require your personal attention and political leadership. It is the fundamental purpose of the Model Cities program to strengthen the capability of local government to meet the needs of its citizens, and I want to assure you of my personal commitment to that objective.

In the enclosure with this letter several matters are covered which we feel might well claim your immediate attention.

In the not too distant future, I hope to be able to talk with most, if not all, city and county executives whose localities are in the program. I believe that our working together will insure the success of our efforts, and I would welcome your personal response to the enclosed suggestions.

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# Attachment

cc: Regional Interagency Teams
Model Cities Governors
CDA Directors (also received direct
copy of mayor's letter)
Washington Interagency Team
MCA Professional Staff

# Some Concerns Growing out of

## Early Experience of the Model Cities Program

The Comprehensive City Demonstration Programs submitted to date show that the Model Cities effort is off to a promising start. The submissions reflect months of hard work, wide community involvement and a strong commitment to attack the problems of the model neighborhoods.

In a new program like this, however, we are all learning as we go along. This is to share with you our sense of the importance of the involvement of the Mayor in the local Model Cities program together with some more specific suggestions as to how submissions might be improved:

- 1. City government responsibility. In general, we note a very direct correlation between the quality of the plan and the degree to which the city or county government as a whole has been involved in the planning process and in hammering out the program which is submitted to the Federal Government. We have characterized the Model Cities program as a partnership between the local government and the residents of the model neighborhood. But a partnership does not function well if both partners do not fully participate. We hope that you will share our concern for developing such a partnership and making it work.
- 2. Program scope related to available resources. Your program for the first action year, and each succeeding action year should be based upon resources which can reasonably be expected to become available. Each city has received a target for supplemental grant funds. HUD regional offices are in a position to define for each city other HUD resources which can be made available during the action year for which planning is underway. HEW has set aside a limited amount of funds for model cities; and cities should work with the HEW regional offices with respect to potential HEW funds. Close contact should be established and maintained with regional staffs of other Departments. HUD staff will help you in this respect. As early as possible in the planning process the staff of existing city agencies in concert with the CDA should be working with appropriate State and local agencies to determine what State and locally controlled resources can be made available from those sources for the action year. Indeed the time is now in most cases to work with State departments and agencies to arrange for allocation of funds they control for local programs to start in FY 1970. Most states are now showing a willingness

and desire to participate and assist, but they can most effectively help only if included as a participant at the outset.

We strongly recommend against projecting expenditures during the first action year substantially beyond resources likely to become available. In cases where an important project or activity is clearly needed but funding seems unlikely during the first year, the city should schedule "start up" during the second year but indicate the desirability of an earlier start if funds become available. Although some over-programming may make sense to provide for contingencies and to identify the highest priority items, the action plans for each year should reflect realizable goals.

3. Coordination of local institutions and resources. The Model Cities program depends heavily on the success you and other local officials have in mobilizing the resources of local, county, State and private institutions and resources whose programs and services affect model neighborhood residents. Our experience indicates that the program submissions which have been least satisfactory to date are those in which city government has not responded to this necessary administrative and policy making responsibility. Where local institutions such as the school board, the police Department or health, welfare, community action, renewal, housing, or manpower agencies have not been adequately involved in planning, project proposals affecting these areas tend to be unrealistic or not feasible of prompt implementation.

Local Model Cities plans are expected to include experimental approaches and activities. They should not represent simply an expansion of traditional programs which in some cases have not been fully effective in meeting needs and in which the people of the target neighborhood lack confidence. Cities should strive for institutional change wherever appropriate to make programs more responsive to neighborhood needs; and, they can also include projects and activities to be carried out by new organizations such as neighborhood corporations. But cities must also take advantage of accumulated competence and expertise, and therefore, should coordinate existing services and rely on capable existing institutions, in most cases, for new, changed or expanded projects or activities. Only the chief executive officer of the city has the capacity to assure that this mobilization of all available resources occurs. The creation of new institutions for activities that existing institutions can perform effectively and well tends to create unnecessary problems. Use of supplementary funds to bargain out changes in policy and practice of existing institutions could result in getting changes that will make programs more effective and responsive to neighborhood needs.

4. The CDA role in program execution. In a number of the early comprehensive plan submissions the local Model Cities agency and/or the citizen participation unit have been assigned major roles as project operators. These roles have ranged from the job of running a manpower program, which has traditionally been operated by the State employment service, the local CAA or a voluntary agency to the jobs of preparing comprehensive physical development plans or acquiring land for low-income housing -- tasks again that traditionally have been handled by local planning or renewal agencies.

HUD's policy is that local City Demonstration Agencies (and their Model Cities staff and citizen participation arms) are not intended to serve as program operators. CDA Letter No. 6 specifically states that "The CDA is not meant to be a multi-functional operating agency."

CDA's are expected to coordinate the activities of the various existing agencies whose new or existing functions impact on the model neighborhood. CDA's are expected to use their supplemental funds to influence and persuade these existing agencies to modify present practices, priorities and programs and to undertake new efforts that will deal effectively with the problems identified and goals established as a result of Model Cities planning.

Where there is no appropriate existing agency to carry out a new program which has been planned as part of the Model Cities effort, the city can certainly organize a new operating agency - such as a nonprofit corporation. The CDA or its citizen board should be a program operator only as the last resort and then only as a transition matter. If the CDA becomes a program operator, your Model Cities program could easily become just another local program competing for scarce resources and incapable of effectively performing the coordination, resource allocation, and institutional change role for which it is intended.

The Model Cities program is not intended to be a substitute for local institutions. Rather it is intended to make them more responsive to the needs of the community and to improve their capability. Institution building, not institution substitution is the rule.

5. Concentration on a few priority programs. Many first year action programs include so many projects and activities that city administrators may well have a difficult time managing the program. In some cases it appears that the need to set priorities has not been recognized. While the five-year program must be comprehensive in the sense that it deal with all major problems, we suggest that the city's attack on these problems may well be more efficient and more effective

if the city concentrates first on a relatively few high priority programs rather than spreading energies and available resources over a large number of desirable but perhaps not quite so critical projects and activities.

6. Length of submissions. Parts I and II of the program submissions are too long. We believe the city would benefit by the development of a concise statement that concentrates on the most important matters rather than submitting what in some cases seems like relatively raw, undigested material. A tightly organized 75 page problem analysis, goal statement, strategy, and five-year forecast would probably be a much more effective document, locally and for the Federal Government.

# Model Cities Executive Board

Alderman E. Gregory Griggs 691 Woodland Avenue, S. E. Atlanta, Georgia 30316 233-4162

Alderman G. Everett Millican 500 Bishop Street, N. W. Atlanta, Georgia 30318 351-5074

Honorable Charlie Brown, Chairman
Fulton County Board of Commissioners
165 Central Avenue, S. W.
Atlanta, Georgia 30303
572-2791

Mr. Clarence D. Coleman Director of Southern Region National Urban League, Inc. 136 Marietta Street, N.W. Atlanta, Georgia 30303 688-8778

Dr. C. Miles Smith 239 West Lake Avenue, N.W. Atlanta, Georgia 794-1266 or 755-0227

Honorable Sam Caldwell
State Labor Commissioner
Georgia Department of Labor
State Labor Building
Atlanta, Georgia
524-2411

Mr. Bill C. Wainwright
Atlanta Federal Savings and
Loan Association
22 Marietta Street, N.W.
Atlanta, Georgia 30303
577-4151

Mayor Ivan Allen, Jr., Chairman

Mr. J. D. Newberry ADAIR PARK 656 Mayland Avenue, S. W. Atlanta, Georgia 753-4471

Mr. J. C. Whitley GRANT PARK 325 Orleans Street, S. E. Atlanta, Georgia 522-5213

Mrs. Mattie Ansley SUMMERHILL 131 South Avenue, S. E. Atlanta, Georgia 525-0623

Mrs. Martha Weems
PEOPLESTOWN
123 Vanira Avenue, S. E.
Atlanta, Georgia
622-4744

Deacon Lewis Peters
MECHANICSVILLE
797 Pryor Street, S. W.
Atlanta, Georgia
524-5819

Representative John Hood PITTSBURGH 1163 Windsor Street, S. W. Atlanta, Georgia 525-1466 or 688-1350

aux Add fer next next ry

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### AGENDA

#### MODEL NEIGHBORHOOD EXECUTIVE BOARD MEETING Tuesday, March 11, 1969 10:00 a.m.

The following agenda is recommended:

- I. Opening
- II. Adoption of February 11 Minutes
- III. Report of the Mass Convention Steering Committee
  - IV. Old Business

    Report on Citizen Participation Expenses
  - V. Director's Report
    - 1. Status of the Program
      - a. Contract for Execution
      - b. Introduction of New Personnel
      - c. Letters of Commitment
  - VI. New Business
- VII. Adjournment

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### AGENDA

#### MODEL NEIGHBORHOOD EXECUTIVE BOARD MEETING Tuesday, February 11, 1969 10:00 a.m.

The following Agenda is recommended:

- I. Opening
- II. Adoption of December 10 Minutes
- III. Report of the Mass Convention Steering Committee
- IV. Old Business

Report on ruling of the City Attorney concerning seating of neighborhood representatives

- V. Director's Report
  - 1. Status of the Program
    - a. Approval by HUD
    - b. Hiring of new personnel
    - c. Endorsement of the program by various agencies and city departments
  - 2. Board Action Required:
    - a. Arthur Andersen contract for Work Program \$4,000
    - b. Urban Observatory for Standard Study \$8,000
    - c. Revised Administrative Budget
    - d. Authority to lease or purchase land from the Housing Authority for Multi-Purpose Center
- VI. Report from City Attorney

Status, authority, and responsibilities vested in the Executive Board

- VII. New Business
- VIII. Adjournment

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# CITY OF ATLANTA

March: 5, 1969



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OFFICE OF MODEL CITIES PROGRAM

673 Capitol Avenue, S.W. Atlanta, Ga. 30315 404-524-8876

Ivan Allen Jr., Mayor
J. C. Johnson, Director

# MEMORANDUM

TO : Model Neighborhood Executive Board Members

FROM : Johnny C. Johnson, Director

SUBJECT: Model Neighborhood Executive Board Meeting

The Executive Board of the Model Neighborhood Program will hold its regular monthly meeting on Tuesday, March 11, 1969 at 10:00 a.m. in City Hall, Committee Room #2.

VLC

Enclosures

### MINUTES

MODEL NEIGHBORHOOD EXECUTIVE BOARD Tuesday, February 11, 1969 10:00 a.m.

The Model Neighborhood Executive Board held its regular monthly meeting at City Hall, 68 Mitchell Street, S. W. on Tuesday, February 11, 1969 at 10:00 a.m. The Chairman, Mayor Ivan Allen, Jr., presided. Other members present were:

Mrs. Mattie Ansley
Mr. John Hood
Alderman Gregory Griggs
Alderman Everett Millican
Mr. J. D. Newberry
Deacon Lewis Peters
Dr. C. Miles Smith
Mr. Bill C. Wainwright
Mrs. Martha Weems
Mr. Joe Whitley

#### OPENING

The meeting was called to order by the Chairman. The recommended agenda was followed.

#### ADOPTION OF DECEMBER 10 MINUTES

The Chairman entertained a motion for the adoption of the December 10 Minutes. It was so moved and unanimously approved.

#### REPORT OF THE MASS CONVENTION STEERING COMMITTEE

Deacon Peters reported that the Mass Convention held its quarterly meeting in January and that all Mass Convention officers, Steering Committee members and Executive Board representatives were re-elected to another term of office. A written report of the Mass Convention will be given at the next Board meeting.

#### OLD BUSINESS

Mr. Millican reported on the ruling of the City Attorney concerning the legality of the Mass Convention to require all elected neighborhood area representatives to receive unanimous approval of the Mass Convention before the delegate is allowed to be seated as a neighborhood area representative. Mr. Millican read the reply from the City Attorney which in essence stated that the vice-chairman of the Steering Committee and the neighborhood representative for the Executive Board of the Model Neighborhood Program are elected by their respective neighborhood caucuses subject to approval by a majority of qualified members of the Mass Convention present and voting. (Copy of letter attached). This ruling was accepted as information and is to be used if there are conflicts or questions arising in the future concerning the seating of neighborhood representatives.

#### DIRECTOR'S REPORT

#### Status of the Program

Mr. Johnson conveyed to the Board that on January 8, 1969 the Secretary of Housing and Urban Development, Robert Weaver, announced that Atlanta's program had been approved and that funds had been set aside for the implementation of the program.

Mr. Johnson referred to the letter from Earl Metzger, Assistant Regional Administrator, of which copies were sent to all Board members, that listed the other requirements that the CDA must meet before the contract agreement can be completed. Mr. Johnson informed the Board that the CDA had submitted answers to the questions and complied to the requirements contained in the letter. It is expected that sometimes during the first week in March, the city will be offered a grant contract to be executed by the Mayor and the Board of Aldermen.

The Model Cities Planning Program initially extended to January 31, 1969. Since that time the CDA has received an extension of its planning contract until the new contract for implementation has been executed. The CDA is now operating under a letter to proceed from the Department of Housing and Urban Development (HUD).

Mr. Johnson briefed the Board members on the staffing requirements of the program for the implementation phase. He stated that 28 new positions had been created to facilitate the 3 new divisions that were necessary to implement the program. The Division of Program Management addresses itself to implementing, executing and monitoring contracts with the agencies involved in the program. The division will have the responsibility of seeing to it that all requirements of HUD, the Executive Board and the City are met and carried out as described in the projects. The Plans and Evaluation Division will oversee the evaluation phase of the program as required by HUD, purpose of this division is to develop and implement the mechanics to evaluate the effectiveness of the program. The Division of Economic Development, as recommended by the reports from the Research Group, has been established to monitor the economic development activities of the program. All of the positions needed in the three new divisions have been approved by the Finance Committee and Personnel Committee of the City.

Mr. Johnson stated that Letters of Agreement or executed contracts must be received from all of the agencies that are taking part in the implementation of the program. Mr. Griggs asked if any difficulty was expected in receiving these letters of agreement.

Mr. Johnson said that he expected no difficulty because all of the agencies and city departments were involved in drawing up the program and are already familiar with their commitments. All of the letters of agreement and contracts from the agenices must be received and executed by the time the contract agreement in entered into with HUD.

### Board Action Required

Mr. Johnson called on Mr. David Caldwell, the Assistant Director for Administration, to report on the administrative and financial status of the program. Mr. Caldwell stated that about \$40,000 was left in planning funds that had not been utilized and that authorization from HUD had been received to continue to use these funds. In the utilization of these funds, the CDA request authority to enter into contract with Arthur Andersen & Company for an amount not to exceed \$4,000 to prepare a work schedule for 78 projects included in the 1969 implementation program. The work program would indicate to the staff where the 78 projects funded by Model Cities supplemental funds should be on certain dates to meet the goals and objectives set up in the document. This work chart will then be used as a management tool in seeing that all projects are carried out on schedule. After all questions were answered, the Chairman called for a vote on the request. It was unanimously approved to give the Mayor authority to sign the contract with Arthur Andersen & Company.

Mr. Caldwell also requested authority from the Board to enter into contract with the Georgia State College Urban Observatory not to exceed \$8,000 to begin the initial development of a Standard Study. The purpose of this study will be to develop a tool for measuring social standards and patterns of the people of the area. Mr. Wainwright moved that the Mayor be given the authority to sign the contract with the Georgia State College Urban Observatory. The motion was seconded and received unanimous approval.

Mr. Caldwell also asked the Board for authorization of a 15 percent shift in any line item within HUD guidelines to account for unexpected expenses. Mr. Hood moved that the staff be given this authority. The motion was seconded by Mrs. Weems and received unanimous approval by the Board.

Mr. Caldwell discussed the revisions in the Revised Administrative Budget which included an increase of \$27,000 under Consultants and Contractual Services for the continued use of three representatives from the Georgia Department of Labor. Mr. Millican moved that the Revised Administrative Budget be approved. The motion was seconded by Mr. Griggs and received unanimous approval by the Board. Mr. Millican asked whether money left over from one year's budget can be carried over to the next year. He asked that the staff get a definite ruling on this question from the Regional HUD office.

Mr. Johnson provided a list to all Board members which listed the agencies that will be operating program in the Model Neighborhood central facility. All of these agencies had agreed to decentralize and to place personnel in the multi-purpose center. Hud approved funds in the budget to provide this multi-purpose center in the amount of \$180,000, however, this amount does not include the purchase of The site that has been chosen for the center is adjacent the land. to the existing Model Cities Office. This land is included in the Rawson-Washington Urban Renewal area and is zoned for commercial use. A discussion followed on the re-use of the land after the Model Cities Multi-Purpose Center is no longer needed. Mr. Johnson stated that additional studies and considerations must be made before determinations can be made as to further use of the land, but for thepresent it is the ideal location for the Model Cities Program's multi-purpose center. Mr. Millican suggested that the parcel of land be bought so that is will not hinder the closing out of the Rawson-Washington Urban Renewal Program. He suggested that some of the city's credits be used. After further discussion on whether to buy or lease the land, the Chairman referred the matter to Mr. Griggs' committee to investigate whether the Board should recommend purchase or lease of the land to the Board of Aldermen.

#### REPORT FROM THE CITY ATTORNEY

Mr. Millican read the resolution from the City Attorney establishing the Executive Board for the Model Cities Program implementation phase. The resolution also outlined the duties and scope of authority of the Board. Mr. Wainwright moved that the resolution be approved and sent back to the City Attorney for preparation for submittal to the Board of Aldermen. The motion was seconded and unanimously approved by the Board. (Copy of resolution attached to file copy)

Mr. Millican also read a reply from the City Attorney to Mr. Edward Moody of Model Neighborhood, Inc. concerning his request for a ruling regarding the circumstances surrounding the election of Deacon Peters as Chairman of the Mass Convention. The City Attorney indicated in the reply that the City Attorney office did not have the authority to give rulings or opinions concerning City business to the general public. As a result of the discussion on this matter, Mr. Griggs suggested that the Board request the City Attorney to rule on whether the Executive Board has the authority to decide such matters.

Mr. Moody also questioned the use of funds allocated for citizen participation in his letter to the City Attorney. After discussion on the proper use of these funds, Mr. Whitley requested that the Budget Analyst of the Model Cities Program supply the Board with true copies of the total amount of money each community has received for citizen participation in order to clearly define the use of these funds.

#### NEW BUSINESS

Mr. Moody asked to speak to the Board concerning the relationship between the CDA and Model Neighborhood, Inc. He stated that it was difficult for him to relate to the program for fear that he would not get cooperation. Mr. Johnson responded by citing several instances where cooperation was given to Model Neighborhood, Inc., specifically the fact that his organization had been funded during the planning year in the amount of \$6,000. Mr. Johnson further indicated that he is somewhat reluctant to give further cooperation in the absence of the same type of cooperation from Mr. Moody's organization.

The meeting was adjourned at 11:45 a.m.

APPROVED:

Johnny C. Johnson, Director

Model Cities Program

Mayor Ivan Allen, Jr., Chairman Model Neighborhood Executive Board



HENRY L. BOWDEN
CITY ATTORNEY
FERRIN Y. MATHEWS
ASSISTANT CITY ATTORNEY

# CITY OF ATLANTA

DEPARTMENT OF LAW

2614 FIRST NATIONAL BANK BUILDING

Atlanta, Georgia 30303

February 11, 1969

ROBERT S. WIGGINS
MARTIN MCFARLAND
EDWIN L. STERNE
RALPH C. JENKINS
JOHN E. DOUGHERTY
CHARLES M. LOKEY
THOMAS F. CHOYCE
JAMES B. PILCHER

ASSOCIATE CITY ATTORNEYS

ROBERT A. HARRIS HENRY M. MURFF

CLAIMS ATTORNEYS

Executive Board of the Model Neighborhood Program SPECIAL ASSOCIATE CITY ATTORNEY City Hall
Atlanta, Georgia 30303

#### Gentlemen:

You have requested an opinion on the "legality of the Mass Convention requiring unanimous approval at the Mass Convention meeting before the delegate is allowed to be slated as a neighborhood representative."

Committees and Boards upon which neighborhoods have representatives in the Mass Convention are:

- 1. Credentials Committee
- 2. Program Committee
- 3. Boundaries Committee
- 4. Organization Committee
- 5. Nominating Committee
- 6. Resolutions Committee
- 7. Constitution and By-Laws Committee
- 8. Steering Committee
- 9. Executive Board Neighborhood Program

The neighborhood membership of the first seven committees listed are elected in neighborhood caucus. No approval is required by the Mass Convention.

The Vice Chairman of the Steering Committee and the neighborhood representative for the Executive Board of the Model Neighborhood

Executive Board of the Model Neighborhood Program Page 2
February 11, 1969

Program are elected by their respective neighborhood caucuses subject to approval by a <u>majority</u> of qualified members of the Mass Convention <u>present and voting</u>. If approval is not granted, then that neighborhood shall re-caucus for the purpose of another election and for resubmission to the Mass Convention of another person for the position to be filled.

Yours very truly,

James B. Pilcher

Assoc. City Attorney

JBP:at

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2/4/69

# RESOLUTION

WHEREAS, Mr. J. C. Johnson, Director Atlanta Model Cities Program, has requested the Atlanta Housing Authority to enter into a lease agreement for certain properties within Project GA. R-10, Rawson-Washington Project (identified on attached map); and

WHEREAS, the property is to be used for the location of the Model Cities Offices, which is a civic and social endeavor serving the needs of people in the Urban Renewal Areas immediately adjacent;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA, that the Executive Director, after concurrence by the Renewal Assistance Administration and the Board of Aldermen of the City of Atlanta, is authorized to execute a Lease Agreement under the prevailing provisions of the UR Handbook.





OFFICE OF MODEL CITIES PROGRAM
673 Capitol Avenue, S.W.
Atlanta, Ga. 30315
404-524-8876

Ivan Allen Jr., Mayor
J. C. Johnson, Director

#### FINANCIAL REPORT

### NEIGHBORHOOD RESIDENT FUNDS

Each neighborhood was credited with \$800.00 to be used for resident involvement. The following represents the status of the accounts:

COMMUNITY	WITHDRAWALS	BALANCE
Adair Park	\$118.14	\$681.86
Grant Park	18.00	782.00
Mechanicsville	456.97	343.03
Peoplestown	310.86	489.14
Pittsburgh	516.04	283.96
Summerhill	343.53	456.47

PREPARED BY:

Xernona Clayton,

Community Affairs Coordinator

March 10, 1969

Dear Boar
Mode

= Model Neighborhood, Inc. 700 McDaniel Street, SW Atlanta, Georgia 30310 March 4, 1969

Dear Board Member:

Model Cities Board will meet Tuesday, March 11, 1969. The meeting will be held in Committee room #2, City Hall.

Please plan to accompany the Chairman of Model Neighborhood, Inc.
Details are as follows:

Steering Committee
Model Cities Non-Profit
Organized Corporations
Employment Practices of Model Cities
C. D. A., assist increducing cost of Shopping Center site
Mass Convention
Mis-approtiation of Community funds

N. A. C., (Neighborhood Advisory Council) approves requisitions for the Communities

Looking forward to seeing you on Tuesday, March 11, at 10:00 A. M.

Sincerely,

Edward Moody Chairman

EM/mf

THINGS THAT MODEL CITIES CAN ASSIST MODEL NEIGHBORHOODS INC. IN:

Getting Cost of Land Reduced in Building Shopping Center

(2)

Assisting Model Neighborhood in getting the industry that have been contacted

(3)

Assisting Model Neighborhood in applying for other program grants.

Assisting in getting community resident employed in payable positions

Model Neighborhood nor the other residents know of the jobs that there

are being filled now and has been filled for the past weeks

(5)

Start hiring from what you know, and stop hiring who you know.

(6)

Model Neighborhood is a chartered Multi-Purpose organization there is no need of Model Cities organizing another.

Model Neighborhood Inc 700 McDaniel Street S.W Atlanta, Georgia 30310

Model Cities Executive Board Chairman and Members Of The Board

At the last meeting of the Model Cities Executive Board, I spoke as an individual, and as the Chairman of Model Neighborhood Inc. Board Of Directors. I expressed from some notes, M.N.I. hardships and conflicts with Model Cities Administration, and the selected Mass Convention Representation M.N.I. still feel the inadequacty of proper representation from this percentage of people.

The Board of Directors of M.N.I. still have the distrust of Model Cities as for as the Corporation plans are concerned. M.N.I. have a plan for a program that is based on the community needs, and desires. It is a badly coincedent that since M.N.I. planswere shared with the C.D.A. a lot of its proposal is being organized by the C.D.A. All of a sudden there is a Health Co-Op, a Housing Co-Op, a Chamber Of Commerce, a Multi-Purpose Corp. and other C.D.A. organized Non-Profit Corporation. The skeleton program was concieved by Model Neighborhood Inc. Hardly any of the Model Cities grants are funded to community based organizations.

The Model Cities Program is supposed to plan with the community, for the community, but the planning is just the opposite. As we said in the last meeting here, we should not have to complaint, we should not have to apply to Washington, we should be able to get what we want from 673 Capitol Avenue S.W

A Civic League and M.N.I. started a Public Relation Communication in the clearance areas of Model Cities. Before we could set the foundation Model Cities staff duplicated, and blundered. M.N.I. circulated a News Weekly, Model Cities duplicated, and blundered. Whats happening? Instead of assisting M.N.I., Model Cities is taking.

For the lack of funds M.N.I. can not afford to publish a news weekly,

properly as it should, or for the need. The Machine supplied information plus points of interests and humor.

Model Cities should not be dividing the community organizations and the residents. The only community organization that we know of that is in the cluded in the plans is Model Neighborhood Inc. It had to force itself in. There are other C.O's that are long time organizations, profit and non-profit, but called from Model Cities plans.

Now for myself. Based on the statement and information I presented to the board at its last meeting, other confirmed information is available.

I again ask that my recommendation be accepted and acted upon, especially the refunding of \$153.98 spent for expenses for resident participation.

According to a letter and zeroxed copies recieved from the Mechanicsville Vice-Chairmann, she and Lewis Peters are the sole committee to decide and approve funds for the 18,000 residents in Mechanicsville. I was told a committee from the Neighborhood Advisory Council meets and plan the things for getting funds to pay for resident participation. The zeroxed copies only have Mrs. Nixon, Peters, and Mrs Clayton signatures. This is improper It really means that Mechanicsville and one or two more communities do not have a council.

I charge that the Mass Convention do not, have not nor will not attract enough people from the effected C.D.A. area to actually speak for the residents, property owners, businesses or the land itself. It surely has not been authorized to speak for me and my family. My family is larger then any committee they got. Another thing these participants of the Mass Convention are on every program in our community. How can the other residents participate. The Executive Board can legalize a policy, to prevent this and make it possible for other progressive people to get involved.

797 Pryor Street, S. W., #10 Atlanta, Georgia 30310 January 22, 1969

Dear Friend:

The Mass Convention will meet on Sunday, January 26, 1969 at D. H. Stanton School, 970 Martin Street, Southeast. We should all strive to have a large representation from our various communities.

During the past year I have had the pleasure of serving as your Chairman of the Mass Convention and as a member of the Executive Board. This has been a stimulating experience and a year in which we have learned to work together. It is my wish that I might be able to build up on this past year's experience by serving again as your Chairman. To this end your support of my candidacy is solicited and greatly appreciated.

Lewis 3. Peters 797 Pryor Ft., 54, #10 Atlenta, Georgia 30310 Sincerely yours,

Levie E. Piles (w)

Lewis E. Peters, Chairman

Mrs. Rosa Burney 712 Caribaldi St., SW Atlanta, Georgia





Campaign literature approved by model cities

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OFFICE OF MODEL CITIES PROGRAM
565 Hill St. SE
Atlanta, Ga. 30312
404-524-8876

Ivan Allen Jr., Mayor
J. C. Johnson, Director

### REQUISITION FORM

Neighborhood Funds for Resident Involvement

Neighborhood Funds for Resident Involvement	
TO : Community Affairs Department	
FROM: Mechanic, wille (Community)	
Date Requested: Dec 1968	•
Date Needed: to finable	
Requested Amount: 2484	
mailing 414 letters ( . 06 = 24.84	
Authorized Signatures:	_
Approved: Kernona Clayton	
Community Affairs Coordinator	

Action:

meter to create comment

703 Cooper Street, S. W. Atlanta, Georgia 30315 February 26, 1969

Mr. Edward Moody, President Model Neighborhood, Inc. 700 McDaniel Street, S. W. Atlanta, Georgia 30310

Dear Mr. Moody:

In reply to your letter received February 25, 1969, the Mechanicsville Neighborhood Advisory Council has not approved any expense that was made by Mr. Lewis Peters for the January Mass Convention. We, the Mechanicsville Neighborhood Advisory Council, have not paid any debts since the October Mass Convention.

As Vice Chairman of the Mechanicsville Model Cities Program, I am sending you copies of all the debts that have been paid since I was elected Vice Chairman. Please feel free to check out this important information.

The Neighborhood Council representatives were elected by ballots at polling places in each Area Block, except the Area known as Area Block three. How they were elected you will have to get that information from the Area Block three representative. You will find the used ballots and records of the election at Model Cities Headquarters, 637 Capitol Avenue, S. W.

As far as the purpose of the Neighborhood Advisory Council, you should be more familiar with this than I, because this Council was supposed to have been set up by you when you held the office as Vice Chairman.

If you disagree with the system that is used for the disbursement of the Mechanicsville Neighborhood funds, please feel free to submit a plan and I will be glad as your representative to present it to the Steering Committee.

Respectfully yours,

(Mrs.) Alyce Nixon, Vice Chairman N.A.C., Mechanicsville Community

cc: Mrs. Xernona Clayton
Mr. Johnny Johnson
Model Cities Executive Board
H. U. D. Regional Office
Mr. Lewis Peters
Miss Rosa M. Stewart

Community of Jans Devision Resident Sovolvement POST V DATE ITEMS DEBITS BALANCE. 80000 80000 Of m Cash 783 -Manifortation ) Separate Lies 72635 537107 Sevennah Trip (4 cetizen signetar) Postoze ( pent thru exty Her Postoze meter) Reinbussenent for Turky DonPrize + Dec menting 16343 37364 2484 3 48 80 34303

# CITY OF ATLANTA

Action:



OFFICE OF MODEL CITIES PROGRAM
565 HIII St. SE
Atlanta, Ga. 30312
404-524-8876

Ivan Allen Jr., Mayor
J. C. Johnson, Director

# REQUISITION FORM

9	Neighborhood Funds for Resident Involvement
	TO : Community Affairs Department
	FROM: Mechanisoulle (Community)
	Date Requested: Oct 29, 1968
	Date Needed:
	Requested Amount: 262.93  Purpose: # 17.00 akvence
	56.65 - bus (to be will separately)  73.65  Authorized Signatures:
	73.65 Authorized Signatures:
pu	Approved: Kunson Clarify "/2/1
	Approved: Xernona Clayton  Community Affairs Coordinator

# CITY OF ATLANTA



OFFICE OF MODEL CITIES PROGRAM

Ivan Allen Jr., Mayor

J. C. Johnson, Director

MEM	ORE	MI	MU

TO	: David Caldw Budget Anal		
FROM	: Xernona Cla Community A	ayton Affairs Department	
SUBJEC	CT: Requisition	n for Neighborhood E	runds
	er No. 104	( see attached )	Ernous Clayton  /Xernona Clayton
ACTION	V :		
Check	Issued (date):		
Check	Number:		
			Dave Caldwell

Summary of charges for citizen's work in connection with October Mass Convention.

For distributing notices in area.

2 days at \$3.00 per day each.

Archibald Berry - \$ 6.00
Gregory Swinger - 6.00
Gerald Fortson - 6.00
Dexter Barber - 6.00
Guy Brown - 6.00

TOTAL \$30.00 - \$30.00

House to house canvas of Mechanicsville Land Use meeting at \$10.00 per day.

2 days at\$10.00 per day each.

Annie Taylor -\$ 20.00 Louise Longino - 20.00

TOTAL 40.00 - \$40.00

Operating sound system for Land use meeting and Mass Convention - Mechanicsville.

2 days at \$15.00 per day

Bubber Bell - \$ 30.00 TOTAL - \$30.00

For neighborhood work in connection with Oct. Mass Convention-Mechanicsville - at \$10.00 per day.

Mrs. Janie B. Lowe - \$ 10.00 Mrs. Corine Truitt

(2 days) 20.00

Mrs. Mary Waller

(2 days) 20.00 Mrs. Longino (½ day) 5.00

TOTAL 55.00 - \$55.00

\$155.00

9ct. 22, 1968. Mortes for the model cities in Mrs. sanie D. Lowe \$10.00 In 5. Lowe \$10.00 625 tha 5t. J. W. Mrs. Corine Trutt " 724 Coopey St, J.W. Mrs. Tiny Wally 10.00 71/2 Cooper St. Sw. Irone Estade Secret 19-4/20002 - St. Side. Mrs man Waller 10.00 7/6 Cooper St. & N. E Warker Duturday for model eitre more convention. Lewis Peter Gransported ballote for two model City election (NO CHARGE) Mech,

The Jollowing Bays Sisteiluted flies fac The Michanouille Chiea for Walnes 6, 1968 and & ctolus 19, 1968 2 archibald Berry: 721 Cooperst a Dregoly Surreyer 698 Copes 3. Derald Fortson 693 Formwolf St. 4. Depter Barber 731 coopers st. sw. 5. Duy Brown 720 cooperst. Sw. 300 per accase o-13000 1 02/0.00 - 17.00-80.10 - 17.00-80.10 \$ Total 1/19.49 30.001 30.00 13.25 -102.49 2.37 (Balance)

The fallowing Person Knocked On Doors for La Duse. Meeting 2010.00 suray Cities Convention Traction, side Anne Taylor 720.00 Jourse Longino 120.00 Land use meeting + Consumtion

J. Rays : @15.00 30.00 BY BUBBER BELL

Mechani melle

CITY HALL
ATLANTA, GEORGIA

A RESOLUTION

# BY PLANNING AND DEVELOPMENT COMMITTEE

where AS, pursuant to a resolution adopted by the Board of Aldermen on March 6, 1967, the City of Atlanta has submitted an application to the Federal Department of Housing and Urban Development for a Model Cities planning grant under Title 1 of the Demonstration Cities and Metropolitan Development Act of 1966 and,

WHEREAS, the announcement of those cities which have been chosen to receive such grants was made November 16, 1967 and,

WHEREAS, Atlanta is among those cities chosen and,

WHEREAS, it is important that the planning phase of this program be started immediately since this phase is limited to a one year period and,

where AS, in its application the City proposed that the authority and responsibility for administering the planning phase of this program be vested in an Executive Board composed of the Mayor of Atlanta, two members of the Board of Aldermen, the President of the Atlanta School Board, the Chairman of the Fulton County Commission; one member to be appointed by the Covernor; and three members to represent the private sector of the community; one from the general public, one from among the City's Negro leadership and one from the Model Neighborhood Area residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of

Aldermen that the Model Neighborhood Executive Board is hereby created for the

purpose of administering the planning phase of such program which is conducted

under Title I of the Demonstration Cities and Metropolitan Development Act of

1966, commonly known as the Model Cities Program, and for which federal financial

assistance is received.

THAT the Model Neighborhood Executive Board shall be composed of the Mayor of the City of Atlanta, who shall serve as Chairman; two members of the

Board of Aldermen, to be selected by the membership of that body, one of which shall be from among those members representing the file and fourth wards; the President of the Atlanta School Board; the Chairman in the Fulton County Commission; one member to be appointed by the Governor; and it extremely to represent the private sector of the community, one to be appointed by the Mayor from the general public, one to be appointed by the Mayor from among the City's Negro leadership, and one to be selected by and from the membership of a committee to be formed representing the citizens of the Model theighborhood Area (Model Neighborhood Area Council).

THAT the Model Neighborhoo, executive E are shall have the authority and responsibility for administer justice plants and work programs developed. Neighborhood Program, including the approval at plants and work programs developed by the project staff and the reconciling, if conflicting plants, goals, programs, priorities and time schedules of the various participating plants, and shall have the responsibility for recommending to the Board of Aldern as the allocation of grant funds received for this program from the Federal Government

authorized to make under the above provisions and is to their requested to contact the Fulton County Commission, the Atlanta Board of Educar or and the Governor of Georgia, and to request that they make appointments to the Model Neighborhood Executive Board in conformance with the above provisions.

A true gory. Dittle

ADOPTED BY BOARD OF ALDERMEN NOVEMBER 20, 1967 APPROVED NOVEMBER 20, 1967