

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, October 10, 2017, 5:00PM



The Honorable William “Bill” Edwards, Mayor (present)
The Honorable Catherine F. Rowell, District 1, Mayor Pro Tem (present)
The Honorable Carmalitha Gumbs, District 2 Councilmember (present)
The Honorable Helen Z. Willis, District 3 Councilmember (present)
The Honorable Naeema Gilyard, District 4 Councilmember (present)
The Honorable Rosie Jackson, District 5 Councilmember (present)
The Honorable khalid kamau, District 6 Councilmember (present)
The Honorable Mark Baker, District 7 Councilmember (present)

WORK SESSION MINUTES

The meeting was called to order by Mayor Edwards at 5:01pm.

- **Presentations from the South Fulton CID — Jodie Gray, and Fulton Industrial Boulevard CID – Gil Prado**

The Interim City Manager indicated that the South Fulton CID would not be making a presentation.;

Mr. Gil Prado gave a Fulton Industrial Boulevard CID presentation.

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- Presentation on naming the City (Communications)

A presentation was made by the Director of Communications, Chata Spikes followed by a presentation by Ms. Bunnie Jackson-Ransom of firstClass, Inc. and Ms. Sophie Gibson of VIVO360, Inc.

- Presentation on a Proposed Ethics Ordinance (City Attorney)

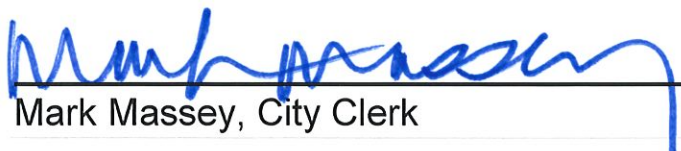
Kimberly Anderson, City Legal Counsel, introduced Mr. Dave Dove who joined their firm last week.

Mr. Dove informed the Councilmembers that the Ethics Ordinance included in the Agenda Packet was a starting point for Council to establish an ethical government in their City. Step 1, approving a Resolution was achieved by the City on May 23, 2017. Step 2, adopting an Ordinance with minimum requirements to comply with GMA standards is before the Council today.

The sample Ordinance gives the Council options to establish a 3-member 'Board of Ethics'. Councilmember Willis indicated that she has worked with Mayor Pro Tem Rowell on an Ethics Ordinance and would like to know if 'sections' on penalties when violations of the Charter occur were added if that would harm the certification process from GMA. Mr. Dove indicated that Cities may add sections. Legal counsel will work with the City to provide the Ordinance that is most comfortable for the City.

- Executive Session, if necessary

A motion was made by Councilmember Willis and seconded by Mayor Pro Tem Rowell to recess/enter into Executive Session regarding Personnel and Litigation. The motion passed unanimously, 7-0-0. The recess began at 6:42pm.


Mark Massey, City Clerk



DIVIDER SHEET



The Honorable William “Bill” Edwards, Mayor (present)
The Honorable Catherine F. Rowell, District 1, Mayor Pro Tem (present)
The Honorable Carmalitha Gumbs, District 2 Councilmember (present)
The Honorable Helen Z. Willis, District 3 Councilmember (present)
The Honorable Naeema Gilyard, District 4 Councilmember (present)
The Honorable Rosie Jackson, District 5 Councilmember (present)
The Honorable khalid kamau, District 6 Councilmember (present)
The Honorable Mark Baker, District 7 Councilmember (present)

REGULAR MEETING MINUTES

1. Call to Order

The meeting was called to order by Mayor Edwards at 7:00pm.
The roll was called and a quorum was present.

2. Invocation

The Invocation was rendered by Pastor Warren L. Henry, Sr.

3. Pledge of Allegiance

The Pledge of Allegiance was recited in unison.

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4. Approval of the Consent Agenda
 - a. Meeting Minutes – Tuesday, September 26, 2017
 - b. Resolution to Adopt an Amended Pay and Class Scale for the City of South Fulton, Georgia, to Approve the Human Resources Director's use thereof, and for various other purposes. **(Res2017-062)**
 - c. Proclamation Recognizing Free and Accepted Ancient York Rite Masons Appreciation Day. **(Jackson)**

A motion was made by Councilmember khalid and seconded by Councilmember Jackson to approve/accept the Consent Agenda excluding the Amended Pay and Class Scale. The motion passed unanimously, 7-0-0.

5. Approval of the Regular Meeting Agenda

A motion was made by Councilmember Gumbs and seconded by Councilmember Gilyard to approve the Regular Meeting Agenda, as amended (Remove Res2017-061 - Cooperation Agreement between the City and the South Fulton CID and hold the item until a presentation is made). The motion passed unanimously, 7-0-0.

6. Public Comment
 - a. Speakers will be granted up to two minutes each and public comment will not exceed 30 minutes. Speakers will not be allowed to yield or donate their time to other speakers.

The following nine (9) Citizens offered public comment:

- **Ms. Barbara McKee, Old National Sidewalks, what happen – did you run out of money? Naming of the City of South Fulton – need names that reflect me.**
- **Ms. Sheila Stewart, neighbor has a septic tank with waste running onto her property (pasture).**

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- **Ms. Joyce Armster**, thanked Mayor and Councilmembers Khalid and Baker for the Day of Clean-Up. Thanked all who participated in Old National Area Residents United Clean-Up Project.
- **Ms. Savitri Crenshaw**, can you provide an up-date on trash, any selections yet? D.R. Horton, Builder, pulled out of their sub-division (South Hills) 18 months ago and left retention pond that keeps getting worse. Can we get a resolution to this problem?
- **Ms. Glenda Collins**, thanked everyone for coming out on Armistice Day for clean-up. Surrounding Cities have moved their signs, any way we can see an up-dated map with boundaries? Satisfied with name: City of South Fulton.
- **Mr. Clinton Bailey**, police response very slow on Old National Highway – Burlington Coat Factory area.
- **Mr. Tony Steele**, Store Manager, Burlington Coat Factory – police response time is 2-1/2 hours. Please investigate.
- **Ms. Jewel Johnson**, Select South Fulton and South Fulton CID. Select South Fulton is not what we need. Need community input. South Fulton CID – Community needs to have input.
- **Mr. Kenneth F. Joe, Sr.**, Select South Fulton – we don't need. South Fulton CID, why are we paying them? Regarding the missing \$1 million gone, concern regarding the Interim City Manager – he wants an 'Open Records Request' to see how this happened.

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7. Business

a. Resolutions

- i. ~~Resolution Appointing Tiffany Carter Sellers as the Chief Judge for the Municipal Court of the City of South Fulton; and for other purposes. (Res2017-054)~~

Removed. As requested by Kimberly Anderson, City Attorney Representative.

- ii. A Resolution Approving the Agreement for Transfer of Municipal Court Jurisdiction and for Municipal Court Services between Fulton County, Georgia and the City of South Fulton, Georgia. **(Res2017-055)**

Councilmember Gilyard expressed concern about the dollar amount the City of South Fulton pays to Fulton County for services. Legal Counsel, Kimberly Anderson addressed the Councilmember's concern explaining that Counsel has held meetings with Fulton County to address those issues and the hourly rate for the Solicitor will be somewhere around \$89.00 or less per hour. They are currently waiting on the final amount but want to move forward with the IGA for Council to approve the terms because the courts are coming online soon.

For clarity, Mayor Pro Tem Rowell pointed out that the City is obligated under an Agreement for payments of \$5.8 million which expire on December 31, 2017. She inquired if Council will entertain Section 5.9 be amended to read a dollar amount up to \$89.00 per hour which should address concerns. Councilmember Gilyard indicated it only addresses some of the issues.

It was noted that we currently have a contract for the Judges at \$89.00 per hour and for the County to provide clerk-related services at a compensation rate of \$17,637.00 per month. Councilmember Willis brought to the attention of Council that the City Courts should be up

and running by November 1, 2017. So, we should move ahead on this issue.

a. A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Willis to adopt as amended, Res2017-057 amending Section 5.9 to read 'up to \$89.00 per hour for Solicitor services'.

Discussion followed. Legal Counsel to bring back at the October 24th Council Meeting Fulton County's final numbers.

b. A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Willis to adopt as amended, Section 5.9 to read 'up to \$89.00 per hour for the services of a Solicitor'; with a termination clause included in Res2017-055. Mayor Pro Tem Rowell, Councilmembers Willis, Gilyard and Gumbs voted yea. Councilmembers Baker, khalid and Jackson voted no. Therefore, the motion passed, 4-3-0.

iii. Resolution to Adopt a Meeting Schedule for the Mayor and City Council of the City of South Fulton, Georgia to Comply with the Georgia Open Meetings Act, and for various other purposes. **(Res2017-056)**

A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Jackson to approve/adopt Res2017-056. The motion passed unanimously, 7-0-0.

iv. Resolution to Adopt the Community Development Services Department's 2017 Calendars for Re-Zonings, Modifications and Variances for the Mayor and City Council of the City of South Fulton, Georgia, to Comply with the Georgia Open Meetings Act, and for various other purposes. **(Res2017-057)**

Shayla Reed, Deputy Director of Community Development Services Department gave a brief overview of the Calendar. She

indicated the Zoning Board of Appeals was trained last week and the Planning Commission will meet next week for training.

A motion was made by Councilmember Jackson and seconded by Councilmember Gumbs to approve/adopt Res2017-057. The motion passed unanimously, 7-0-0.

- v. Resolution of the Mayor and Council of the City of South Fulton to Appoint a Trustee for the City of South Fulton Defined Contribution and 457(b) Deferred Contribution Plans, to Authorize the Plan Recordkeeper to Act as Agent of the Trustee, and for various other purposes. (Res2017-058)**

Anquilla Henderson from the Human Resources Department informed Council that Reliance Trust was selected as Trustee, as one of the partners of Mass Mutual. The CFO, Frank Milazi, of the City of South Fulton was involved in the selection process.

A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Gumbs to approve/adopt Res2017-058. Mayor Pro Tem Rowell and Councilmembers Willis, Gilyard, Gumbs, Jackson and Baker voted yea, Councilmember khalid voted no. The motion passed 6-1-0.

- vi. Resolution of the City of South Fulton, Georgia awarding a Contract to Springsted | Waters of St. Paul, Minnesota for the Recruitment of the City Manager and Chief of Police; to Authorize the Mayor to Execute said Contract in an Amount not to exceed \$46,550 and to provide an Effective Date. (Res2017-059)**

A motion was made by Councilmember Jackson and seconded by Councilmember Gumbs to approve/adopt a substitute Res2017-059 (as submitted by legal counsel) with a friendly amendment from Councilmember Gilyard related to the time- period of no more than 30 days, November 15, 2017. The friendly amendment was accepted.

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Discussion: Kimberly Anderson, Legal Counsel, needed to make some changes according to Georgia Law but no substantive changes just style and form. Issued new copies to Council. A representative from Springsted|Waters gave an overview of the services and timeline involved in the process. Councilmember khalid expressed concern if the Mayor plans to appoint the current Interim City Manager as the permanent City Manager at the end of her interim term on December 31, 2017, then the Council should not spend \$46,000.00 for the recruitment firm.

Mayor Pro Tem Rowell called for a vote for the motion on the floor. Mayor Edwards called for the motion. Councilmember Gilyard changed the 30 days to 90 days. Councilmember Jackson accepted the change from 30 to 90 days on her motion. Councilmember Gilyard changed her friendly amendment to 90 days from the signing of the Contract. Councilmember Jackson accepted the change from Councilmember Gilyard.

A motion was made by Councilmember Jackson and seconded by Councilmember Gumbs to approve the substitute Res2017-059 from legal counsel along with a term to be inserted in the clauses on the second page, the Contract to be amended for a term of 90 days from the execution of the Contract. Mayor Pro Tem Rowell and Councilmembers Gilyard and Jackson voted yea. Councilmembers Baker, Willis, Gumbs and khalid voted no. The motion failed 3-4-0.

- vii. A Resolution of the City of South Fulton, Georgia
Executing the Cooperation Agreement between The City
of South Fulton and the Fulton Industrial Community
Improvement District and to provide an Effective Date.
(Res2017-060)

A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Willis to approve/adopt Res2017-060. (No vote was taken on this motion.)

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The Interim City Manager requested an “expansion provision to include two businesses” in the area. (On file in the Clerk’s office.)

A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Willis to approve Res2017-060 with an expansion to include two additional businesses into the Fulton Industrial Community Improvement District. Mayor Edwards, Mayor Pro Tem Rowell, Councilmembers Willis and Gilyard voted yea. Councilmembers Jackson, khalid and Baker voted no. Councilmember Gumbs did not vote, she was away from dais. The motion passed 4-3-0.

- viii. A Resolution of the City of South Fulton, Georgia Executing a Cooperation Agreement between the City and the South Fulton Community Improvement District and to provide an Effective Date. **(Res2017-061)**

Held, awaiting a presentation from the South Fulton CID.

b. Ordinances

- i. **[SECOND READING]** Ordinance to comply with O.C.G.A. §50-18-70, ET SEQ.; Designating an “Open Records Officer” and “Assistant Open Records Officer(s)” for the City of South Fulton; Defining the duties and compensation thereof; providing for public record requests to be served upon the Open Records Officer or, in the Officer’s absence or unavailability, upon an Assistant Open Records Officer; providing for the manner of serving public records request on the Open Records Officer; providing for notice of the City’s open records procedures; providing reasonable charges for compliance with public records request; to repeal conflicting code provisions, ordinances, or portions thereof, in conflict with the foregoing; to establish an effective date; and for other purposes. **(Rowell – Ord2017-025)**

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A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember khalid to approve Ord2017-025, with a friendly amendment by Councilmember Gilyard striking the ‘Compensation sentence ending with time amended’ on page 2, section 1-7002, line 5. The friendly amendment was accepted. The motion passed unanimously, 7-0-0.

- ii. **[FIRST READING]** Amendment to Ordinance 2017-018. Ordinance to Amend Title 8 of the City of South Fulton Code of Ordinances, to add Sec. 8-1014., regarding the duties and authority of police officers. **(Ord2017-026)**

Judge Sellers gave a brief overview of the swearing in, authority and duties of the City of South Fulton police that transfer from Fulton County.

- iii. **[FIRST READING]** Amendment to Ordinance 2017-018. Ordinance to Amend Title 8 of the City of South Fulton Code of Ordinances, to add Secs. 8-1010-11., regarding ATVs and Off-Road vehicles. **(Willis and Rowell – Ord2017-027)**

Councilmember Willis explained the ATVs rules of the road and penalties involved within the City of South Fulton.

8. City Manager’s Weekly Update

- **Interim City Manager, Ruth Jones, gave an overview of her report.**
- **Mayor Pro Tem Rowell asked if the Interim City Manager anticipated the Agreement as it relates to the Courts will be at the next Council Meeting.**
- **Councilmember khalid asked if the City of South Fulton had an agreement on an ambulance service provider. The Interim City Manager indicted that currently the ambulance service is handled by County/State wide.**

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- Councilmember khalid requested definite numbers on applicants for City Manager Position. Received 106 per Interim City Manager.
- Councilmember khalid stated that we are transferring our three (3) most important departments over in the next 90 days, fire, police and parks.
- Councilmember khalid requested to include in the next City Manager's Report actual quotes and figures of rebranding, like decals and uniforms and what the cost would be for each department and where the money would come from. The Interim City Manager indicated decal cost depends on size of decal, uniforms will be provided from same vendor which they have the current contract and the money comes from their respective departments.
- Mayor Pro Tem Rowell requested the Interim City Manager to add a section that speaks to procurement in her report.
- Councilmember Jackson asked were her small providers included in the 'Solid Waste RFP'. The Interim City Manager indicated everyone will be included.
- Councilmember Willis asked legal counsel if her Ordinances (Sanitation and Recycle and Purchasing Ordinances) will be available for the next meeting for the first read? Legal counsel indicated they will try.

CFO Frank Milazi, gave a report on expenditures. The City does not have enough money to meet their obligations. He applied for a \$10 million TAN and asked for Council's approval to move forward. He passed out documents to Councilmembers to show which banks responded and their interest rates for the TAN.

A motion was made by Councilmember Baker and seconded by Councilmember khalid to move forward with IFS Securities for the \$10 million TAN. The motion passed unanimously, 7-0-0.

9. Mayor and City Council Comments (Two minutes each)

Omitted

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10. Executive Session, if necessary

A motion was made by Councilmember Willis and seconded by Mayor Pro Tem Rowell to omit the 'Mayor and City Council Comments (Two minutes each) and to conduct a closed Executive Session regarding Personnel. Hearing no objections, the motion passed unanimously, 7-0-0.

For purposes of public announcement, there was action taken during Executive Session by unanimous vote to pay the Municipal Court Chief Judge, \$92,000.00/year through December 2017, and \$78,000.00 thereafter annually.

11. Adjournment

A motion was made by Councilmember Willis and seconded by Councilmember khalid to adjourn the meeting. The motion passed unanimously, 7-0-0.

The meeting was adjourned at 9:58pm.


Mark Massey, City Clerk

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

ORDINANCE No. 2017-025

A proposed ordinance introduced by Mayor Pro Tem Rowell

AN ORDINANCE TO COMPLY WITH O.C.G.A. §50-18-70, *ET SEQ.*; DESIGNATING AN “OPEN RECORDS OFFICER” AND “ASSISTANT OPEN RECORDS OFFICER(S)” FOR THE CITY OF SOUTH FULTON; DEFINING THE DUTIES AND COMPENSATION THEREOF; PROVIDING FOR PUBLIC RECORD REQUESTS TO BE SERVED UPON THE OPEN RECORDS OFFICER OR, IN THE OFFICER’S ABSENCE OR UNAVAILABILITY, UPON AN ASSISTANT OPEN RECORDS OFFICER; PROVIDING FOR THE MANNER OF SERVING PUBLIC RECORDS REQUESTS ON THE OPEN RECORDS OFFICER; PROVIDING FOR NOTICE OF THE CITY’S OPEN RECORDS PROCEDURES; PROVIDING REASONABLE CHARGES FOR COMPLIANCE WITH PUBLIC RECORDS REQUESTS; TO REPEAL CONFLICTING CODE PROVISIONS, ORDINANCES, OR PORTIONS THEREOF, IN CONFLICT WITH THE FOREGOING; TO ESTABLISH AND EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, Georgia’s Open Records Law, O.C.G.A. §50-18-70, et seq., was enacted to establish new procedures for local governments (defined therein as “agencies”) to comply with said law and to provide greater transparency in making public records available to the public for inspection and copying, which instills greater public trust in government;

WHEREAS, under the amended law, agencies may designate one or more “Open Records Officers” for the purpose of accepting service of written requests in order to assure timely response if made to the proper officer, who has been trained in the law and procedures for public records compliance;

WHEREAS, the City of South Fulton, a Georgia municipal corporation, is an “agency” as defined at O.C.G.A. §50-18-70; and

WHEREAS, this City Council adopts as City public policy the statement of the General Assembly found at O.C.G.A. §50-18-70 (a);

THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows:

Section 1: The City of South Fulton Code of Ordinances, Title 1, Administration, Chapter 7, Open Records, shall be as follows:

Title 1: Administration

Chapter 7: Open Records

Section 1-7001: Short Title.

This Article shall be known as the “City of South Fulton Open Records Ordinance.”

Section 1-7002: Records Officer.

There is hereby created the appointment of the City’s Open Records Officer. The Open Records Officer may designate, in writing, Assistant Open Records Officer(s) as required to perform the duties of his or her office. Before undertaking the duties of the office, the Open Records Officer and Assistant Open Records Officers shall take an oath, in writing, to diligently perform such duties. The Open Records Officer shall serve at the pleasure of City Manager. The Open Records Officer may be an existing employee of the City.

Section 1-7003: Duties and Procedures.

- (a) It shall be the duty of the Open Records Officer and his or her duly designated Assistant Open Records Officer(s) to accept written requests to inspect and copy public records, pursuant to O.C.G.A. §50-18-70, *et seq.*, and to produce to the requester all records responsive to a request within a reasonable amount of time not to exceed three (3) business days of receipt of a request, unless the time for response is extended in accordance with law.
- (b) No written request shall be deemed filed until served upon the Open Records Officer, by hand delivery to the Officer at the City of South Fulton, by certified United States mail return receipt requested, by statutory overnight delivery, or by email to openrecords@cityofsouthfultonga.gov.
- (c) Written requests served upon any other officer or employee of the City shall not be deemed filed, until the requester has filed his or her request, in writing, with the Open Records Officer.
- (d) In the absence or unavailability of the Open Records Officer, an Assistant Open Records Officer shall perform the duties of the Open Records Officer.
- (e) The absence or unavailability of a designated Open Records Officer shall not delay the City’s response to a properly served request

Section 1-7004: Request Response.

- (a) Upon receipt of a request, it shall be the duty of the Open Records Officer to promptly ascertain the availability of all public records responsive to the request

and to produce to the requester those records that can be located and produced within a reasonable time, not to exceed three (3) business days of receipt of a request. For purposes of computing the time within which a response must be made, the Open Records Officer shall not count the business day on which a request is received, nor any intervening Saturday, Sunday, or designated holiday on which City offices are closed for general business. Upon intake of a request, the Open Records Officer shall stamp the request with the date and time of receipt, and initial the request. In any instance where records are unavailable within three (3) business days of the request, it shall be the duty of the Open Records Officer to provide the requester with a written description of such records and a timeline for when the records will be available for inspection or copying and to provide the responsive records to the requester as soon thereafter as practicable. Such response shall also contain a good faith estimate of the cost to the requester for the search, retrieval, redaction, and production and copying of records.

- (b) It is the intent of the City Council that the Open Records Officer be accessible within City Hall during the normal hours of general operation of the City's administrative staff, i.e. 8:30 a.m. to 5:00 p.m. Monday through Friday, except on recognized holidays and those days when City Hall is closed. The Open Records Officer shall coordinate his or her work schedule with the Assistant Open Records Officers to assure coverage within City Hall during normal hours at all times when the Open Records Officer is scheduled to be absent or unavailable for extended periods of time. Backup procedures will be implemented by the City Manager to assure such coverage by Assistant Open Records Officers during the Open Records Officer's unplanned absence or unavailability.
- (c) By law, notice of the designation of Open Records Officers shall be posted on the official bulletin board at City Hall, in the legal organ of City, and on the City's website. In addition, City officers, department directors, and administrative staff will be instructed on how to assist and direct persons desiring to request inspection and copying of public records.
- (d) To further assist persons desiring to inspect records, a request form will be available at City Hall and on the City's website. The Open Records Officer shall confer with every officer or department manager of the City, as necessary, to ascertain the existence of public records responsive to a request (including electronically-stored information), and it shall be the duty of every City officer and department manager to confer with and provide records, or true and correct copies of the originals thereof, to the Open Records Officer promptly, time being of the essence. Upon receipt of a public record responsive to a request, the Open Records Officer shall determine, in consultation with the City Attorney, if the record is exempt from disclosure by order of a court of this state or by law; if the record is exempt from disclosure, the written response by the Open Records Officer shall set forth the specific legal authority under which withholding of

inspection of the record is claimed. The Open Records Officer shall maintain a log or other documentation of his or her due diligence to comply with a proper request.

Section 1-7005: Fees.

- (a) The Open Records Officer shall further have the duty to collect from a requester a reasonable charge for the search, retrieval, redaction, and production/copying of records, utilizing the most economical means available to identify and produce non-excluded records. The charge for the search, retrieval, or redaction of records shall not exceed the prorated hourly salary of the lowest paid full-time employee who, in the reasonable discretion of the Open Records Officer, has the necessary skill and training to perform the request; provided, however, no charge shall be made for the first quarter hour. In addition thereto, where certified copies of specific records are sought, the fees for certified copies prescribed by law shall apply; otherwise, a fee for the copying of records shall not exceed 10¢ per page for letter or legal size documents or, in the case of other documents and electronic records, the actual cost of reproducing the document or media on which the records or media are produced.
- (b) It shall be the right of the requester, at the time of inspection, to make photographic copies or other electronic reproductions of records, at his or her own expense, using suitable portable devices brought to the place of inspection. Whenever any person has requested to inspect and copy public records and received a written response estimating the cost of the search, retrieval, redaction, and production/copying of responsive records, and the City has actually incurred such costs but the requester fails to inspect or accept copies of the records, the Open Records Officer shall be authorized to collect such charges in any manner authorized by law.
- (c) In any instance in which the Open Records Officer has estimated costs in excess of \$25 for responding to a request, the Open Records Officer may defer the search, retrieval, redaction, and production/copying of the records until the requester has stated, in writing, his or her willingness to pay an amount equal to the estimate of costs. The Open Records Officer shall request prepayment of the estimated costs prior to beginning search, retrieval, redaction, production or copying of the records when the estimated costs exceed \$500 for the production.

Section 1-7006: Litigation.

Requests by civil litigants for records that are sought as part of or for use in any ongoing civil or administrative litigation against the City shall be made in writing and copied to counsel of record for the City contemporaneously with their submission to the City. The City shall provide, at no cost, duplicate sets of all records produced in response to the

request to the City's counsel of record unless the City's counsel of record elects not to receive the records.

Section 1-7007: Training.

- (a) The Open Records Officer and Assistant Open Records Officer(s) shall, prior to assuming the duties of their office, undergo a course of training in public records, Government in Sunshine management and specifically compliance with the Georgia Open Records Law, O.C.G.A. §50-18-70, *et seq.*, as approved by the City Manager, in consultation with the City Attorney.
- (b) It shall be the responsibility of the City Manager and the Open Records Officer, at least annually, to conduct a workshop for City officers and department directors on the minimum requirements and procedures for public records management and open records disclosure, including the penalties or civil fines that may be imposed for violating Georgia's Open Records law.

Section 2: Severability

In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of South Fulton, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the ordinance.

Section 3: Repealer

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4: Effective Date

Unless specifically specified elsewhere in this Ordinance, the effective date of this Ordinance shall be immediately.

The foregoing Ordinance No. **2017-025** adopted on **October 10, 2017** was offered by **Mayor Pro Tem Rowell**, who moved its approval. The motion was seconded by Councilmember **khalid and Willis**, and being put to a vote, the result was as follows:

“SECOND READING”

	AYE	NAY
William “Bill” Edwards, Mayor		
Catherine Foster Rowell, Mayor Pro Tem	√	
Carmalitha Lizandra Gumbs	√	
Helen Zenobia Willis	√	
Gertrude Naeema Gilyard	√	
Rosie Jackson	√	
khalid kamau	√	
Mark Baker	√	

THIS ORDINANCE adopted this 10th day of October 2017. CITY OF SOUTH FULTON, GEORGIA

“SECOND READING”



WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:



MARK MASSEY, CITY CLERK



APPROVED AS TO FORM:



JOSH BELINFANTE, INTERIM CITY ATTORNEY

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION NO. 2017-055

**A RESOLUTION APPROVING THE AGREEMENT FOR TRANSFER
OF MUNICIPAL COURT JURISDICTION AND FOR MUNICIPAL
COURT SERVICES BETWEEN FULTON COUNTY, GEORGIA AND
THE CITY OF SOUTH FULTON, GEORGIA**

WHEREAS, Fulton County, Georgia (the "County") is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of South Fulton (the "City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, City residents are County residents, and the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City Council is authorized by O.C.G.A. § 36-32-1, *et seq.* to establish and maintain a municipal court having jurisdiction over the violation of City ordinances and over such other matters as are by general law made subject to the jurisdiction of municipal court;

WHEREAS, pursuant to City Charter Sections 5.10 and 5.13, the City is authorized to create a municipal court for the purpose of serving the City by punishing violations of the City Charter, City ordinances, and other such violations as provided by law;

WHEREAS, Section 7.16(d) of the City Charter provides that, absent to an agreement to the contrary, the Municipal Court has limited jurisdiction during the twenty-four month transition period;

WHEREAS, the City requests that the County transfer all necessary court jurisdiction to the Municipal Court of South Fulton on September 1, 2017, prior to the expiration of the twenty-four month transition period;

WHEREAS, the County agrees to convey all necessary court jurisdiction to the Municipal Court of South Fulton on September 1, 2017;

WHEREAS, the City desires to use the County's Magistrate Judges to provide municipal court services for the City's Municipal Court pursuant to O.C.G.A. § 15-10-151 *et seq.*;

WHEREAS, the County desires to offer the City the services of the County's Magistrate Judges to provide municipal court services for the City's Municipal Court pursuant to O.C.G.A. § 15-10-151 *et seq.*;

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement for the County to provide municipal court services within the boundaries of South Fulton for a period not to exceed April 30, 2019; and

WHEREAS, the City finds it to be in the public interest and for the health, safety, welfare, and well-being of the City and its inhabitants to establish a municipal court to hear such matters;

BE IT HEREBY RESOLVED by the Mayor and City Council that:

1. The aforesaid recitals are not mere recitals, but are material portions of this Resolution.
2. The Mayor is authorized to enter into the following Intergovernmental Agreement for the Provision of Certain Services between Fulton County, Georgia and The City of South Fulton, Georgia, which has been negotiated by the Interim City Manager and the Interim City Attorney and is attached as an exhibit to this resolution.

The foregoing Resolution No. **2017-055** adopted on **October 10, 2017**, was offered by **Mayor Pro Tem Rowell**, who moved its approval. The motion was seconded by Councilmember **Willis**, and being put to a vote, the result was as follows:

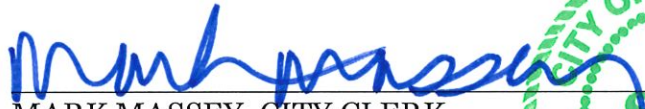
	AYE	NAY
William "Bill" Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____✓_____	_____
Carmalitha Lizandra Gumbs	_____✓_____	_____
Helen Zenobia Willis	_____✓_____	_____
Gertrude Naeema Gilyard	_____✓_____	_____
Rosie Jackson	_____	_____✓_____
khalid kamau	_____	_____✓_____
Mark Baker	_____	_____✓_____

THIS RESOLUTION adopted this 10th day of October 2017. CITY OF SOUTH FULTON, GEORGIA



WILLIAM "BILL" EDWARDS, MAYOR

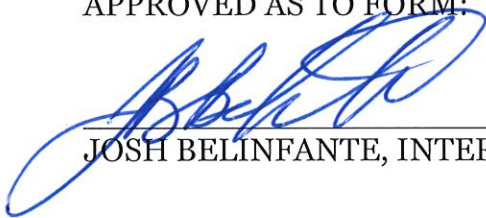
ATTEST:



MARK MASSEY, CITY CLERK



APPROVED AS TO FORM:



JOSH BELINFANTE, INTERIM CITY ATTORNEY

**AGREEMENT FOR
TRANSFER OF MUNICIPAL COURT
JURISDICTION AND FOR MUNICIPAL COURT
SERVICES**

**between
FULTON COUNTY, GEORGIA and
THE CITY OF SOUTH FULTON, GEORGIA**

THIS AGREEMENT FOR THE TRANSFER OF MUNICIPAL COURT JURISDICTION AND FOR MUNICIPAL COURT SERVICES ("Agreement"), by and between Fulton County, Georgia ("County") and the City of South Fulton, Georgia ("City") entered into effective as of the _____ day of _____, 2017.

WHEREAS, the City is a municipality created by the 2016 General Assembly pursuant to House Bill 514 ("H.B. 514"); and

WHEREAS, the County is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, Section 5.10 of H.B. 514 establishes a Municipal Court of South Fulton; and

WHEREAS, Section 7.16(d) of H.B. 514 provides that, absent an agreement to the contrary, the Municipal Court has limited jurisdiction during the twenty-four month transition period; and

WHEREAS, Section 7.16(d) of H.B. 514 provides that, upon agreement of the City and County, the County may confer "regulatory authority and the appropriate court jurisdiction to the City" prior to the expiration of the twenty-four month transition period; and

WHEREAS, the City requests that the County transfer all necessary court jurisdiction to the Municipal Court of South Fulton on November 1, 2017, prior to the expiration of the twenty-four month transition period; and

WHEREAS, the County agrees to convey all necessary court jurisdiction to the Municipal Court of South Fulton on November 1, 2017; and

WHEREAS, the City desires to use the County's Magistrate Judges to provide municipal court services for the City's Municipal Court pursuant to O.C.G.A. § 15-10-151 *et seq.*; and

WHEREAS, the County desires to offer the City the services of the County's Magistrate Judges to provide municipal court services for the City's Municipal Court pursuant to O.C.G.A. § 15-10-151 *et seq.*; and

WHEREAS, both the County and the City, through their governing authorities, agree to the terms and obligations set forth herein.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to transfer all regulatory authority and the appropriate court jurisdiction to the City as set forth in Section 7.16(d) of H.B. 514 and to allow County Magistrate Court Judges to provide municipal court services to the City's Municipal Court.

1.2 The County and City shall each cooperate with the other to the fullest extent necessary to fully effectuate the intent and purpose of this Agreement, and shall, upon reasonable request, make available to each other for review or inspection any and all documents, accounts, and other records necessary for the performance of this Agreement.

POWERS AND DUTIES

In furtherance of the public purposes of this Agreement, the County and City hereby represent and warrant to each other the following:

2.1 Authority. Each party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; (ii) this Agreement when executed will be legally binding upon the parties and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this Agreement, unless where required by law. Without limiting the generality of the foregoing, each party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this Agreement at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., O.C.G.A. § 31-3-1 et seq., and H.B. 514. To the knowledge of the County and the City, there are no actions, suits or proceedings pending or threatened, in any court or before any governmental authority, domestic or foreign against, by or affecting the County or City which affect or question the validity or enforceability of this Agreement or of any action taken by the County or the City under this Agreement.

2.2 Public Purpose. This Agreement and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this Agreement (i) pertains to the provision of services and activities which the parties are by law authorized to undertake and provide; (ii) does not authorize the creation of new debt as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a); and (iii) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent free legislation by any

party in matters of government, and shall be binding and enforceable against the parties and their successors during the term hereof in accordance with its terms.

2.3 No Conflicting Agreements. The execution, delivery and performance of this Agreement will not violate or contravene any contract, undertaking, instrument or other agreement to which the County or the City is a party or which purports to be binding upon said parties. Furthermore, the execution, delivery and performance of this Agreement does not violate the provisions of any party's enabling legislation or Code of Ordinances, or any statutory or decisional laws of the State of Georgia regarding similarly situated boards of health in the State of Georgia or political subdivisions of said State. The representations and warranties contained in this Article shall be true and correct as of the date hereof and such representations and warranties, and the obligation of the County and the City to perform their respective obligations under this Agreement shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each party hereto specifically acknowledges and agrees that it shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind against the other party contrary to the representations and warranties set forth in this section.

TRANSFER OF REGULATORY AUTHORITY AND JURISDICTION

3.1 Effective at midnight on November 1, 2017 (the "Transfer Date"), all County regulatory authority and jurisdiction under Section 7.16(d) of H.B. 514 remaining with the County, shall, to the full extent allowed by law, transfer to the City and the City Municipal Court.

3.2 Beginning on the Transfer Date, the City Municipal Court may exercise all jurisdiction, authority, and powers granted to it under the law including, but not limited to, that jurisdiction, authority, and power granted in Sections 5.11, 5.12, 5.13, and 5.15 of H.B. 514.

3.3 Beginning on the Transfer Date, all citations for violation of laws over which the City Municipal Court has jurisdiction shall be issued on citation books provided by the City at the City's expense. The City shall have sole responsibility for ensuring the citations contain all necessary information related to the ordinance violation, hearing date, hearing location, payment information, or any other information required by law.

3.4 The City Municipal Court shall have full jurisdiction as allowed by law to adjudicate any violation of law that occurs within its jurisdiction on or after the Transfer Date.

3.5 Notwithstanding any provision contained herein to the contrary, any jurisdiction that is transferred in this Agreement is limited to the jurisdiction that may be asserted by the City Municipal Court. Nothing contained herein is intended to expand or alter the jurisdiction of the City Municipal Court beyond that allowed by law or H.B. 514.

3.6 Notwithstanding anything contained herein to the contrary, the County shall retain all jurisdiction and authority to adjudicate any violation of law that occurred prior to the Transfer

Date.

ARTICLE 4

[INTENTIONALLY DELETED]

ARTICLE 5

MUNICIPAL COURT SERVICES AND COMPENSATION

5.1. After the Transfer Date, the County shall provide Magistrate Judges to preside as the City's Municipal Court Judges for up to forty (40) hours per week upon a schedule set by the Chief Judge of Fulton County Magistrate Court.

5.2. Any County Magistrate Judge assigned to the City Municipal Court under this Agreement shall preside as a City Municipal Court Judge and shall have all the powers and authority of a City Municipal Court Judge as set forth in Section 5.12 of H.B. 514 and in O.C.G.A. § 36-32-1 *et seq.*

5.3. The Chief Judge of Fulton County Magistrate Court shall have the sole discretion to choose from among any of the County Magistrate Judges to preside as a Municipal Court Judge under this Agreement.

5.4. Any County Magistrate Judge assigned to preside as a Municipal Court Judge shall, while presiding as a Municipal Court Judge, be styled as a judge of the City's Municipal Court and all pleadings, process, and papers of the City Municipal Court shall be styled as such pursuant to O.C.G.A. § 15-10-153.

5.5. The dockets and other records of the City Municipal Court shall be kept separately from those of the County Magistrate Court.

5.6. Each assigned County Magistrate Judge will remain a full-time, regular employee or, where applicable, independent contractor of the County, will remain on the County's payroll, will remain subject to the County's general personnel administration, and will continue to receive compensation and benefits from the County.

5.7. The City shall compensate the County at an hourly rate of eighty-nine and 00/100 dollars (\$89.00) per hour for municipal court services provided by County Magistrate Judges. Compensation for the municipal court services shall include, but not be limited to, the Magistrate Judges' time traveling to and from court proceedings, engaging in legal research, presiding over hearings and trials, and drafting orders and judgments.

5.8. After the Transfer Date, the County shall provide the City with clerk-related services sufficient to provide for a functioning Clerk's Office supporting the City's Municipal Court. The City shall compensate the County at a monthly rate of \$17,637.00 per month to provide staffing for a Clerk's Office and provide clerk-related services to the City after the Transfer Date. In addition to the fee for staffing, the City shall also compensate the County for any document- and

file-management services at a rate of \$250 per “user” accessing the document management system on behalf of the City,

5.9. After the Transfer Date, the County, through the Office of the Solicitor General, shall provide a solicitor or solicitors to prosecute violations of city ordinance or other laws before the City’s Municipal Court. The City shall compensate the County at an hourly rate not to exceed \$89 per hour for the services of a solicitor. The Solicitor General of the County shall have the sole discretion to choose for among any of the Fulton County assistant solicitors to provide services under this provision.

5.10. The Chief Judge of Fulton County Magistrate Court will provide a monthly invoice to the City on or before the fifteenth (15th) day of the month following the month on which services set forth herein were provided. The invoice shall be paid in full within thirty (30) days of receipt by the City.

ARTICLE 6

TERM FOR MUNICIPAL COURT SERVICES

The term of the Municipal Court Services as set forth in Article 5 of this Agreement shall begin on the Transfer Date and shall terminate on or before December 31, 2017 (the “Expiration Date”). Prior to the Expiration Date, the City may extend the term of the Municipal Court Services for thirty-day increments by providing at least thirty days’ written notice to the Chief Judge of Fulton County Magistrate Court. In no event, however, shall the term of the Municipal Court Services extend past November 30, 2018.

ARTICLE 7

FINES, FEES, ASSESSMENTS, AND FORFEITURES

7.1 Any fines, fees, assessments, and forfeitures ordered for violations that occurred prior to the Transfer Date shall be payable to the County. Any fines, fees, assessments, and forfeitures ordered for violations that occurred on or after the Transfer Date shall be payable to the City.

ARTICLE 8

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 9

RELATIONSHIP TO OTHER AGREEMENTS

Nothing contained in this Agreement shall amend, alter, or modify any other Agreements entered into between the County and City.

ARTICLE 10

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Richard Anderson, County Manager
141 Pryor Street, SW,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With copies to: Patrise Perkins-Hooker, County Attorney
141 Pryor Street, SW,
Suite 4038
Atlanta, Georgia 30303
404-612-0246 (telephone)
404-730-6324 (facsimile)

The Honorable Cassandra Kirk
Chief Judge of Fulton County Magistrate Court
185 Central Ave., Suite T-1605
Atlanta, Georgia 30303
(404) 613-5014 (telephone)
(404) 612-1333 (facsimile)

If to the City: Ruth Jones, City Manager
5440 Fulton Industrial Boulevard
Atlanta, GA 30336
City of South Fulton

With a copy to: Josh Belinfante, City Attorney
Robbins Ross Alloy Belinfante Littlefield LLC
999 Peachtree Street NE Suite 1120
Atlanta, GA 30309
City of South Fulton

ARTICLE 11

NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 12

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 13

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision, were not part of this Agreement.

ARTICLE 14

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 15

MISCELLANEOUS

15.1 Cooperation. The parties agree to cooperate and coordinate the creation and the submittal to each other of any necessary reports, data or records that may be needed by each to carry out its essential functions and to comply with any reporting or auditing requirements of any regulatory agency. Each party shall have the right to assert, retain and protect the confidential and/or proprietary nature of any documents created by it.

15.2 Governing Law. This Agreement and each provision hereof shall be construed under and governed by the laws of the State of Georgia.

15.3 Captions. The captions in this Agreement are for purposes of convenient reference only and form no part hereof.

15.4 Drafting of Agreement. This Agreement shall be construed without regard to the party or parties responsible for its preparation and shall be deemed as having been prepared jointly by the parties. Any ambiguity or uncertainty existing in this Agreement shall not be interpreted or construed against any party hereto. The parties hereto agree that no representations except those

contained herein that have been made by any party to induce the execution of this Agreement by any other party.

15.6 Relationship of Parties. Notwithstanding anything in this Agreement to the contrary, neither shall have the power to bind or obligate the other except as expressly set forth in this Agreement.

15.7 No Third-Party Beneficiaries. This Agreement is made between and limited to the County and City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the County and the City, and no other person or entity shall be considered a third-party beneficiary of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

ARTICLE 16

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

Bob Ellis

Bob Ellis
Vice-Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya Grier

Tonya Grier
Interim Clerk to the Commission



Approved as to Form:

Patrise Perkins-Hooker

Patrise Perkins-Hooker
Fulton County Attorney

Approved as to Substance:

Cassandra Kirk

Cassandra Kirk
Chief Judge of Fulton County Magistrate Court

CITY OF SOUTH FULTON, GEORGIA

William "Bill" Edwards

William "Bill" Edwards, Mayor

Mark Massey

Mark Massey, City Clerk



Approved as to Form

Josh Belinfante

Josh Belinfante, Interim City Attorney

ITEM # 17-0904 RM 11/1/17
REGULAR MEETING

RECEIVED
OCT 10 2017
City of South Fulton

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RESOLUTION NO. 2017-056

RESOLUTION TO ADOPT A MEETING SCHEDULE FOR THE MAYOR AND CITY COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, TO COMPLY WITH THE GEORGIA OPEN MEETINGS ACT, AND FOR VARIOUS OTHER PURPOSES.

WHEREAS, the City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the Mayor and City Council is charged with meeting from time to time under Section 3.13 of the City Charter; and

WHEREAS, the Georgia Open Meetings Act (O.C.G.A. § 50-14-1 *et seq.*) requires and encourages public notice to constituents for meetings of their government; and

WHEREAS, the Mayor and City Council plan to meet for both Work Sessions and Regular Meetings biweekly during the fiscal year; and

WHEREAS, the Mayor and City Council have reviewed and wish to adopt the FY 2018 Meeting Schedule, effective from October 1, 2017 through September 30, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City as follows:

1. **Adoption of a Meeting Schedule.** That the Final FY 2018 Meeting Schedule attached hereto and incorporated herein as a part of this Resolution is hereby adopted as the Meeting Schedule for the City of South Fulton, Georgia for the 2018 Fiscal Year, which begins October 1, 2017 and ends September 30, 2018.
2. **Full Force and Effect.** That this Resolution shall be and remain in full force and effect from and after its date of adoption.
3. **Approval of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this resolution. The City Clerk is authorized to execute, attest to, and seal any document that may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.
4. **Effective Date.** This Resolution shall take effect immediately.

The foregoing Resolution No. **2017-056** was adopted on **October 10, 2017**, was offered by **Mayor Pro Tem Rowell**, who moved its approval. The motion was seconded by Councilmember **Jackson**, and being put to a vote, the result was as follows:

	AYE	NAY
William "Bill" Edwards, Mayor		
Catherine Foster Rowell, Mayor Pro Tem	√	
Carmalitha Lizandra Gumbs	√	
Helen Zenobia Willis	√	
Gertrude Naeema Gilyard	√	
Rosie Jackson	√	
khalid kamau	√	
Mark Baker	√	

THIS RESOLUTION adopted this 10th day of **October 2017**. CITY OF SOUTH
FULTON, GEORGIA



WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:



MARK MASSEY, CITY CLERK



APPROVED AS TO FORM:



JOSH BELINFANTE, INTERIM CITY ATTORNEY



CITY OF SOUTH FULTON CITY COUNCIL FY2018 MEETING SCHEDULE

WORK SESSION	REGULAR MEETING
October 10, 2017, 5:00 PM	October 10, 2017, 7:00 PM
October 24, 2017, 5:00 PM	October 24, 2017, 7:00 PM
November 14, 2017, 5:00 PM	November 14, 2017, 7:00 PM
November 28, 2017, 5:00 PM	November 28, 7:00 PM
December 12, 2017, 5:00 PM	December 12, 2017, 7:00 PM
January 9, 2018, 5:00 PM	January 9, 2018, 7:00 PM
January 23, 2018, 5:00 PM	January 23, 2018, 7:00 PM
February 13, 2018, 5:00 PM	February 13, 2018, 7:00 PM
February 27, 2018, 5:00 PM	February 27, 2018, 7:00 PM
March 13, 2018, 5:00 PM	March 13, 2018, 7:00 PM
March 27, 2018, 5:00 PM	March 27, 2018, 7:00 PM
April 10, 2018, 5:00 PM	April 10, 2018, 7:00 PM
April 24, 2018, 5:00 PM	April 24, 2018, 7:00 PM
May 8, 2018, 5:00 PM	May 8, 2018, 7:00 PM
May 22, 2018, 5:00 PM	May 22, 2018, 7:00 PM
June 12, 2018, 5:00 PM	June 12, 2018, 7:00 PM
June 26, 2018, 5:00 PM	June 26, 2018, 7:00 PM
July 10, 2018, 5:00 PM	July 10, 2018, 7:00 PM
July 24, 2018, 5:00 PM	July 24, 2018, 7:00 PM
August 14, 2018, 5:00 PM	August 14, 2018, 7:00 PM
August 28, 2018, 5:00 PM	August 28, 2018, 7:00 PM
September 11, 2018, 5:00 PM	September 11, 2018, 7:00 PM
September 25, 2018, 5:00 PM	September 25, 2018, 7:00 PM

**Meeting Location: South Fulton Service Center Auditorium
5600 Stonewall Tell Road**

For more information, please contact the Office of the City Clerk at 470-809-7712
or visit the City's website at www.cityofsouthfultonga.gov.

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION NO. 2017-057

RESOLUTION TO ADOPT THE COMMUNITY DEVELOPMENT SERVICES DEPARTMENT'S 2017 CALENDARS FOR REZONINGS, MODIFICATIONS AND VARIANCES FOR THE MAYOR AND COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA TO COMPLY WITH THE GEORGIA OPEN MEETINGS ACT AND FOR VARIOUS OTHER PURPOSES.

WHEREAS, the City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the Georgia Open Meetings Act (O.C.G.A. § 50-14-1 *et seq.*) requires and encourages public notice to constituents for meetings of their government; and

WHEREAS, the Mayor and City Council have reviewed and wish to adopt the first quarter of the FY 2018 Zoning Meeting Schedule, effective from October 1, 2017 through March 13, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City as follows:

1. **Adoption of a Meeting Schedule.** That the Final FY 2018 Meeting Schedule attached hereto and incorporated herein as a part of this Resolution is hereby adopted as the Meeting Schedule for the City of South Fulton, Georgia for the 2018 Fiscal Year, which begins October 1, 2017 through March 13, 2018.
2. **Full Force and Effect.** That this Resolution shall be and remain in full force and effect from and after its date of adoption.
3. **Approval of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this resolution. The City Clerk is authorized to execute, attest to, and seal any document that may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.
4. **Effective Date.** This Resolution shall take effect immediately.

The foregoing Resolution No. **2017-057** was adopted on **October 10, 2017**, was offered by Councilmember **Jackson**, who moved its approval. The motion was seconded by Councilmember **Gumbs**, and being put to a vote, the result was as follows:

	AYE	NAY
William "Bill" Edwards, Mayor	<u> ✓ </u>	<u> </u>
Catherine Foster Rowell, Mayor Pro Tem	<u> ✓ </u>	<u> </u>
Carmalitha Lizandra Gumbs	<u> ✓ </u>	<u> </u>
Helen Zenobia Willis	<u> ✓ </u>	<u> </u>
Gertrude Naeema Gilyard	<u> ✓ </u>	<u> </u>
Rosie Jackson	<u> ✓ </u>	<u> </u>
khalid kamau	<u> ✓ </u>	<u> </u>
Mark Baker	<u> ✓ </u>	<u> </u>

THIS RESOLUTION adopted this 10th day of **October 2017**. CITY OF SOUTH FULTON, GEORGIA



WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:



MARK MASSEY, CITY CLERK



APPROVED AS TO FORM:



JOSH BELINFANTE, INTERIM CITY ATTORNEY



CITY OF SOUTH FULTON, GEORGIA

2017 ZONING SCHEDULE

FILING DEADLINE DATE	COMMUNITY ZONING INFORMATION MEETING (CZIM)	PUBLIC NOTIFICATION SIGN POSTING DEADLINE	PLANNING COMMISSION HEARING	PUBLIC PARTICIPATION PLAN REPORT DUE	CITY COUNCIL
October 31, 2017	November 9, 2017	December 27, 2017	January 16, 2018	January 29, 2018	February 13, 2018
December 19, 2017*	January 11, 2018	January 31, 2018	February 20, 2018	February 19, 2018	March 13, 2018

COMMUNITY ZONING INFORMATION MEETINGS (CZIM) ARE HELD FROM 6:00 P.M. UNTIL 7:30 P.M. AT FULTON COUNTY SERVICE CENTER AT FULTON INDUSTRIAL BOULEVARD, 5440 FULTON INDUSTRIAL BOULEVARD, ATLANTA, GA 30336.

PLANNING COMMISSION HEARINGS BEGIN AT 6:30 PM AT FULTON COUNTY SOUTH SERVICE CENTER, 5600 STONEWALL TELL ROAD, ATLANTA, GA 30349.

CITY COUNCIL HEARINGS BEGIN AT 7:00 PM AT FULTON COUNTY SOUTH SERVICE CENTER, 5600 STONEWALL TELL ROAD, ATLANTA, GA 30349.

NOTES: DATES ARE SUBJECT TO CHANGE AND MEETINGS MAY BE ADDED AS NEEDED.

*DATE CHANGED DUE TO HOLIDAY

FOR THE MOST CURRENT ZONING INFORMATION PLEASE VISIT THE FULTON COUNTY ZONING PAGE: www.fultoncountygga.gov/fcpcsd-home



CITY OF SOUTH FULTON, GEORGIA

2017 ZONING MODIFICATION SCHEDULE

FILING DEADLINE DATE	COMMUNITY ZONING INFORMATION MEETING (CZIM)	PUBLIC NOTIFICATION SIGN POSTING DEADLINE	PUBLIC PARTICIPATION PLAN REPORT DUE	CITY COUNCIL
October 31, 2017	November 9, 2017	November 16, 2017	November 27, 2017	December 12, 2017
December 19, 2018*	January 11, 2018	January 18, 2018*	January 29, 2018	February 13, 2018

THE **COMMUNITY ZONING INFORMATION MEETING** IS HELD FROM 6:00 PM TO 7:30 PM AT THE FULTON COUNTY SERVICE CENTER AT FULTON INDUSTRIAL BOULEVARD, 5440 FULTON INDUSTRIAL BOULEVARD, ATLANTA, GA 30336.

THE **CITY COUNCIL HEARING** BEGINS AT 7:00 PM AT FULTON COUNTY SOUTH SERVICE CENTER, 5600 STONEWALL TELL ROAD, ATLANTA, GA 30349.

NOTES: THE ABOVE DATES ARE SUBJECT TO CHANGE

***DATE CHANGE DUE TO HOLIDAY**

FOR THE MOST CURRENT ZONING INFORMATION PLEASE VISIT THE
FULTON COUNTY ZONING PAGE AT

WWW.FULTONCOUNTYGA.GOV/FCPCSD-HOME

CITY OF SOUTH FULTON

ZONING BOARD OF APPEALS



2017 PRIMARY/SECONDARY VARIANCE AND VARIANCE BUILDING CODE SCHEDULE

DEADLINE DATE FOR FILING	PUBLIC NOTICE SIGN POSTING DEADLINE	PUBLIC PARTICIPATION PLAN REPORT DUE	ZONING BOARD OF APPEALS (ZBA) HEARING
October 31, 2017	December 29, 2017	January 9, 2018	January 18, 2018
December 29, 2017*	January 26, 2018	February 6, 2018	February 15, 2018

ZONING BOARD OF APPEALS (ZBA) HEARINGS BEGIN AT 1:00 P.M. AT FULTON COUNTY
SOUTH SERVICE CENTER, 5600 STONEWALL TELL ROAD, ATLANTA, GA 30349

NOTES: DATES ARE SUBJECT TO CHANGE AND MEETINGS MAY BE ADDED AS NEEDED.

*DATE CHANGED DUE TO HOLIDAY

FOR THE MOST CURRENT ZONING INFORMATION PLEASE VISIT THE FULTON COUNTY ZONING PAGE:
www.fultoncountyga.gov/fcpcsd-home

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RESOLUTION NO. 2017-058

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SOUTH FULTON TO APPOINT A TRUSTEE FOR THE CITY OF SOUTH FULTON DEFINED CONTRIBUTION AND 457(b) DEFERRED CONTRIBUTION PLANS, TO AUTHORIZE THE PLAN RECORDKEEPER TO ACT AS AGENT OF THE TRUSTEE, AND FOR VARIOUS OTHER PURPOSES.

WHEREAS, the City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with providing public services to local residents; and

WHEREAS, the City is authorized under City Charter Section 1.12(b)(7) and 3.10(e) to enter into contracts and agreements with private persons, firms, and corporations necessary for the proper administration of the affairs of the City; and

WHEREAS, the Mayor is authorized under City Charter Section 3.22(b)(4) to sign written and approved contracts and any necessary attendant documents thereof for the benefit of the City; and

WHEREAS, the City of South Fulton ("City") established a defined contribution plan for the purpose of providing retirement benefits for its employees through City contributions and mandatory employee contributions; and

WHEREAS, the City established an eligible 457(b) deferred compensation plan; and

WHEREAS, the establishment of these plans is for the benefit and wellbeing of city employees.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City as follows:

1. **Appointment of Trustee.** That the Mayor and City Council appoint Reliance Trust Company, 1100 Abernathy Road 500 Northpark, Suite 400 Atlanta, GA 30328 as Trustee with respect to the City of South Fulton Defined Contribution and 457(b) Deferred Contribution Plans.
2. **Appointment of Agent.** That the Mayor and City Council authorizes the plan recordkeeper, MassMutual, to act as an agent of the Trustee as indicated in the Trust Agreement.

3. **Full Force and Effect.** That this Resolution shall be and remain in full force and effect from and after its date of adoption.
4. **Approval of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this resolution. The City Clerk is authorized to execute, attest to, and seal any document that may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.
5. **Effective Date.** This Resolution shall take effect October 16, 2017.

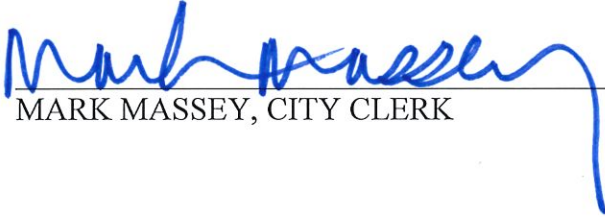
The foregoing Resolution No. **2017-058** adopted on **October 10, 2017**, was offered by **Mayor Pro Tem Rowell**, who moved its approval. The motion was seconded by Councilmember **Gumbs**, and being put to a vote, the result was as follows:

	AYE	NAY
William "Bill" Edwards, Mayor		
Catherine Foster Rowell, Mayor Pro Tem	√	
Carmalitha Lizandra Gumbs	√	
Helen Zenobia Willis	√	
Gertrude Naeema Gilyard	√	
Rosie Jackson	√	
khalid kamau		√
Mark Baker	√	

THIS RESOLUTION adopted this **10th** day of **October 2017**. CITY OF SOUTH FULTON,
GEORGIA


WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:


MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:


JOSH BELINFANTE, INTERIM CITY ATTORNEY



**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION No. 2017-060

**A RESOLUTION OF THE CITY OF SOUTH FULTON, GEORGIA
EXECUTING A COOPERATIVE AGREEMENT BETWEEN THE CITY
OF SOUTH FULTON AND THE FULTON INDUSTRIAL COMMUNITY
IMPROVEMENT DISTRICT AND TO PROVIDE AN EFFECTIVE DATE**

WHEREAS, the City of South Fulton ("the City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, a Community Improvement District (CID) is a self-taxing organization to fund public infrastructure, beautification projects and promote economic development in the district;

WHEREAS, Community Improvement Districts are authorized by Article IX, Section VII of the Georgia Constitution;

WHEREAS, the Fulton Industrial Community Improvement District was established in 2010;

WHEREAS, subsequent to the creation of the CID, the City was created in a geographical area including real property within the CID, and elected a Mayor and City Council which took office May 1, 2017;

WHEREAS, a majority of the owners of real property within a proposed expansion area, as attached hereto, which will be subject to taxes, fees, and assessments levied by the District Board, have consented in writing to their inclusion into the CID;

WHEREAS, the owners of real property within the proposed expansion area of the CID which constitutes at least 75% of value of all real property within said expansion area which will be subject to taxes, fees and assessments levied by the District Board, according to the most recent approved Fulton County ad valorem tax digest, have consented in writing to their inclusion into the CID;

WHEREAS, the City Council has determined that the expansion of the CID would promote the provision of governmental services and facilities within said District;

WHEREAS, the City Council has determined that the expansion of the CID would be in the best interest of the citizens of the City; and

WHEREAS, the Fulton Industrial Community Improvement District remains competitive for industrial users and continues to serve as a highly important source of industrial land, employment and economic vitality.

BE IT HEREBY RESOLVED by the Mayor and City Council that:

1. The City of South Fulton agrees with the provisions and enters into the Cooperative Agreement with Fulton Industrial Community Improvement District.
2. Authorizes the Mayor to execute the Agreement.

The foregoing Resolution No. **2017-060**, adopted on **October 10, 2017**, was offered by **Mayor Pro Tem Rowell**, who moved its approval. The motion was seconded by Councilmember **Willis**, and being put to a vote, the result was as follows:

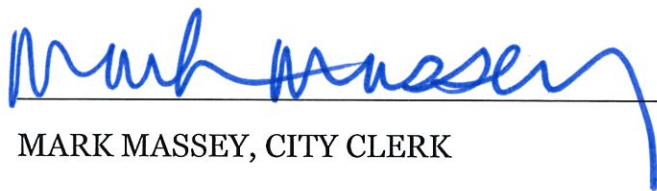
	AYE	NAY
William "Bill" Edwards, Mayor	<u>✓</u>	<u> </u>
Catherine Foster Rowell, Mayor Pro Tem	<u>✓</u>	<u> </u>
Carmalitha Lizandra Gumbs	<u>Not in Room</u>	<u> </u>
Helen Zenobia Willis	<u>✓</u>	<u> </u>
Gertrude Naeema Gilyard	<u>✓</u>	<u> </u>
Rosie Jackson	<u> </u>	<u>✓</u>
khalid kamau	<u> </u>	<u>✓</u>
Mark Baker	<u> </u>	<u>✓</u>

THIS RESOLUTION adopted this 10th day of October 2017. **CITY OF
SOUTH FULTON, GEORGIA**



WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:



MARK MASSEY, CITY CLERK



APPROVED AS TO FORM:



JOSH BELINFANTE, INTERIM CITY ATTORNEY



STATE OF GEORGIA
COUNTY OF FULTON

CERTIFICATE OF COMPLIANCE

I, ARTHUR E. FERDINAND, as Fulton County Tax Commissioner, do hereby certify to the Fulton County Board of Commissioners regarding the proposed expansion of the Fulton Industrial Community Improvement District, as shown on the map attached hereto as Exhibit "A" and required under the Fulton County Community Improvement District Act (Ga. L. 1987, p. 5460), as amended, the following:

That written consents to the expansion of the Community Improvement District have been obtained from:

1. A majority of the owners of real property within the District which will be subject to taxes, fees, and assessments levied by the Board of the District; and
2. The owners of real property within the District which constitutes at least seventy-five (75%) percent by value of all real property within the District which will be subject to taxes, fees and assessments levied by the District Board and for this purpose values are determined by the most recent County ad Valorem tax digest.

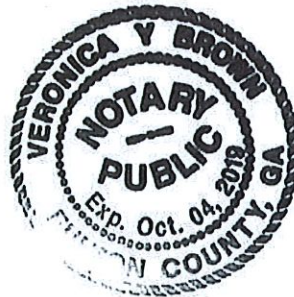
This the 22nd day of September, 2017.

Gladyz Bradford
Witness

Arthur E. Ferdinand
ARTHUR E. FERDINAND, Tax Commissioner
Fulton County, Georgia

Sworn to and subscribed before
me this 22nd day of September, 2017.

Veronica Y. Brown
Notary Public



**Fulton Industrial
Community Improvement District Expansion**

#	PARID	LUC	ASMT	Con. Value	Con. Owners	Single Owners	OWN1
1	14F0051 LL0400	390	\$549,760	\$549,760	1	1	4400 COMMERCE CIRCLE LLC
2	14F0023 LL0579	398	\$534,520	\$534,520	1	1	David Andes Revocable Living Trust
3	14F0132 LL0288	398	\$3,625,000	\$3,625,000	1	1	DEVELOPMENT AUTHORITY OF FULTON COUNTY
4	14F0117 LL0477	400	\$121,480	\$121,480			DEVELOPMENT AUTHORITY OF FULTON COUNTY
5	14F0023 LL0439	348	\$368,240	\$368,240	1	1	GOODRICH PETROLEUM INC
6	14F0023 LL0447	373	\$47,520	\$47,520			GOODRICH PETROLEUM INC
7	14F0133 LL0386	398	\$2,455,000	\$2,455,000	1	1	GRE TWENTY WEST LLC
8	14F0052 LL0219	339	\$63,960	\$63,960	1	1	J&P FULTON INVESTORS LLC
9	14F0023 LL0920	373	\$60,080	\$60,080			J&P FULTON INVESTORS LLC
10	14F0023 LL0587	397	\$334,080	\$334,080	1	1	JERRY TILLEM REVOCABLE TRUST
11	14F0057 LL0545	374	\$214,600	\$214,600			JERRY TILLEM REVOCABLE TRUST
12	14F0023 LL0470	394	\$648,480			1	JIM PATTISON DEVELOPMENTS US INC
13	14F0023 LL0785	394	\$142,840				JIM PATTISON DEVELOPMENTS US INC
14	14F0023 LL0801	398	\$1,120,000			1	LAGUNA LIGHTING DIST INC
15	14F0023 LL0736	300	\$70,400			1	OSMAN GELANI M
16	14F0023 LL0793	390	\$898,520	\$898,520	1	1	RATHCLIFFE HOLDINGS LIMITED
17	14F0051 LL0269	390	\$171,920			1	ROOS LIMITED PARTNERSHIP
18	14F0051 LL0285	390	\$195,000				ROOS LIMITED PARTNERSHIP
19	14F0052 LL0169	348	\$180,000			1	S N S CORP
20	14F0057 LL0446	394	\$434,680	\$434,680	1	1	SELIG DRIVE MT LLC
21	14F0023 LL0108	373	\$191,520			1	SOLID EQUITIES INC
22	14F0084 LL0542	400	\$224,600	\$224,600	1	1	TSD RE NO. 1 LLC
23	14F0023 LL0546	398	\$599,480			1	VANDELEIGH INDUSTRIES LLC
			\$13,251,680	\$9,932,040	10	17	
	Single Owner %		59%				
	Consenting Value %		75%				



 Final Expansion Parcels
 Tax Parcels
 Fulton Industrial CID



Prepared by the
Fulton County Board of Assessor's
Geographical Information System Division

[illegible]

STATE OF GEORGIA
COUNTY OF FULTON

COOPERATION AGREEMENT

This Agreement is made and entered into on the date last signed below, by and between the CITY OF SOUTH FULTON, a political subdivision of the State of Georgia (hereinafter called the "City"), and the FULTON INDUSTRIAL COMMUNITY IMPROVEMENT DISTRICT Board (hereinafter called the "CID Board").

WHEREAS, the Fulton Industrial Community Improvement District (hereinafter called the "District") was created pursuant to an act of the Georgia Legislature, 1987 Ga. L. 5460, such act (hereinafter "Local Act") being authorized pursuant to Article IX, Section VII, ¶ 1 of the Constitution of the State of Georgia, as amended in 1984;

WHEREAS, the District lies partially within the City and is intended to provide a means to supplement and enhance, but not replace, government services and facilities in the District; and

WHEREAS, the Local Act requires that the services and facilities furnished within the District pursuant to said Act shall be provided for in a cooperation agreement executed jointly by the CID Board and the governing bodies within which the District is located.

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

1.

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

2.

The City shall not reduce its services and facilities in the District for the purpose of replacing the City's cost with District funds as the parties intend said funds to be utilized to supplement and enhance what the City would otherwise provide had no District been created. This Agreement does not affect the authority of the City to increase or decrease the level of any particular service provided in the course of its operations and within the scope of those powers granted or conferred to it under any applicable law.

3.

Each party acknowledges that the CID Board is authorized to exercise its powers for the provision of the following services and facilities:

- 1) Street and road construction and maintenance, including curbs, sidewalks, street lights, and devices to control the flow of traffic on streets and roads;
- 2) Parks and recreation areas and facilities;
- 3) Stormwater and sewage collection and disposal systems;
- 4) Development, storage, treatment, purification and distribution of water;
- 5) Public Transportation, including, but not limited to, services intended to reduce the volume of automobile traffic, to transport two or more persons, to improve air quality, and to provide bicycle and pedestrian facilities and the operation of a traffic management association or similar entity;
- 6) Terminal and dock facilities and parking facilities; and
- 7) Such other services and facilities as may be provided for by general law.

4.

The CID Board shall levy a tax millage as provided by law and shall notify the Fulton County Tax Commissioner of the amount of the levy, in writing, so that the levy may be included on the Fulton County ad valorem tax bills. The proceeds collected by Fulton County will be transmitted

by Fulton County to the CID Board within thirty (30) days after its collection so as to be expended by the CID Board only for the purposes for which the District was created.

5.

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

6.

The City and the CID Board shall advise each other of their respective plans for study, design, improvement, and governmental services within the District.

7.

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

8.

The parties agree that joint efforts are usually for the benefit of the CID and the City. The City may endeavor to furnish staff support for the benefit of the District when such services are requested by the CID Board, but shall not be required to furnish such staff support.

9.

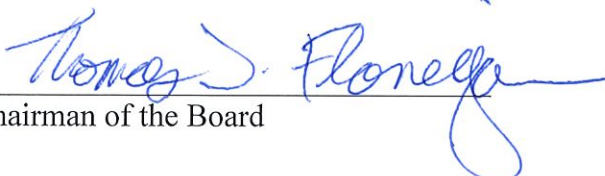
This Agreement shall have a duration of not more than fifty (50) years, or expire upon dissolution of the CID as provided by law, whichever shall occur first, and shall not be modified except by formal written action of both parties.

WHEREFORE, the parties have caused this Intergovernmental Agreement to be executed under seal by authorized representatives of each entity on the day and year set forth below.

FULTON INDUSTRIAL COMMUNITY IMPROVEMENT DISTRICT

Attest:


Secretary

By: 
Chairman of the Board

Date: 2 November 2017

CITY OF SOUTH FULTON, GEORGIA

Attest:


Mark Massey, City Clerk

RECEIVED

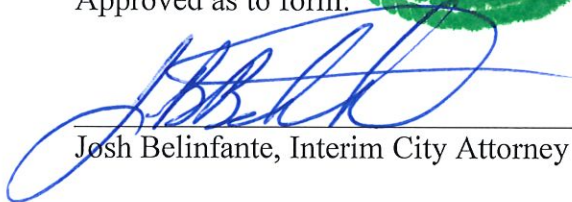
OCT 10 2017

City of South Fulton

By: 
William "Bill" Edwards, Mayor

Date: 10/17/2017

Approved as to form:


Josh Belinfante, Interim City Attorney