



The Honorable William "Bill" Edwards, Mayor (present)
The Honorable Mark Baker District 7, Mayor Pro Tem (present)
The Honorable Catherine F. Rowell, District 1 Councilmember (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 (via Skype)
The Honorable Rosie Jackson, District 5 Councilmember (present)
The Honorable khalid kamau, District 6 Councilmember (present)

REGULAR MEETING MINUTES

1. Call to Order

Minutes:

The meeting was called to order by Mayor Edwards at 7:06pm. Following the roll call by the City Clerk, a quorum was present.

2. Invocation

Minutes:

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

3. Pledge of Allegiance

Minutes:

The pledge of allegiance was recited in unison.

4. Approval of Consent Agenda

Motion (Move): Councilmember Willis

Second: Councilmember khalid

[Motion Passed]

Yea: 7 Baker, Gilyard, Gumbs, Jackson, khalid , Rowell, Willis
Nay: 0
Abstain: 0
Not Voting: 0

Minutes:

a. A motion was made to move Item n. (Resolution selecting a City Lobbyist and for other lawful purposes. Res2018-063) to the regular meeting agenda for separate consideration. The motion passed unanimously.

Motion (Move): Councilmember Jackson
Second: Councilmember khalid
[Motion Passed]

Yea: 7 Baker, Gilyard, Gumbs, Jackson, khalid , Rowell, Willis
Nay: 0
Abstain: 0
Not Voting: 0

Minutes:

b. A motion was made to move Item j. (Resolution establishing a process for the appointment of legislative aides and for other lawful purposes. Res2018-059) to the regular meeting agenda for separate consideration. The motion passed unanimously.

Motion (Move): Councilmember Gumbs
Second: Councilmember Willis
[Motion Passed]

Yea: 7 Baker, Gilyard, Gumbs, Jackson, khalid , Rowell, Willis
Nay: 0
Abstain: 0
Not Voting: 0

Minutes:

c. A motion was made to move Item f. (request approval of an Assignment and Assumption of Lease and Consent of landlord for real property located at 5399 Old National Highway - Agr2018-029); Item g. (request approval of a sublease between the City of South Fulton and Fulton County, Georgia [Trammell Crowe Park] - Agr2018-030) to the regular meeting meeting agenda for separate consideration; and remove Item i. ([FIRST READING] Ordinance welcoming all races to the City of South Fulton, encouraging equal opportunities, supporting diversity and for other lawful purposes - Ord2018-036) from the agenda to a later date. The motion passed unanimously.

Minutes:

d. A motion was made by Councilmember Rowell to move Item m. (Resolution promoting tourism and development to increase the hotel/motel tax charged within the City from five to eight percent and for other lawful purposes - Res2018-062) to

Minutes:

e. The City Attorney announced that the CFO has requested item k. be removed from the consent agenda .

Motion (Approve as Amended): Mayor Pro Tem Baker

Second: Councilmember khalid

[Motion Passed]

Yea: 7 Baker, Gilyard, Gumbs, Jackson, khalid , Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

f. A motion was made to approve the consent agenda as amended (moving Items f., g., i., j., m. and n. to the regular meeting agenda and removing items i. and k.). The motion passed unanimously.

- a. Meeting Minutes - Monday, September 24, 2018, Work Session and Regular Meeting.
- b. Proclamation - Clifftondale United Methodist Church Day, Sunday, September 30, 2018. **(Edwards and Willis)**
- c. Proclamation - Kingdom Life Church Day, Sunday, October 7, 2018. **(Edwards)**
- d. Proclamation - Pointer Ridge Community Association Appreciation Day, Saturday, October 6, 2018. **(Baker)**
- e. Appointment of Ms. Myrna Fuller to the Public Arts Commission. **(khalid)**
- f. Request approval of an Assignment and Assumption of Lease and Consent of Landlord for real property located at 5399 Old **National** Highway. **(Agr2018-028) (Agr2018-032)**

Motion (Approve as Amended): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Passed]

Yea: 6 Baker, Gilyard, Gumbs, Jackson, Rowell, Willis

Nay: 1 khalid

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve as amended Agr2018-032, subject to conditions and option for opt out clause. The motion passed, 6-1-0.

- g. Request approval of a sublease between the City of South Fulton and Fulton County, Georgia (Trammell Crowe Park). **(Agr2018-029)**

Motion (Approve): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Passed]

Yea: 7 Baker, Gilyard, Gumbs, Jackson, khalid , Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve Agr2018-029. The motion passed

- h. Request approval of an Intergovernmental Agreement of Automatic Aid (Fire) with the City of Atlanta. **(Agr2018-030)**
- i. **[FIRST READING]** Ordinance welcoming all races to the City of South Fulton, encouraging equal opportunities, supporting diversity and for other lawful purposes. **(Gumbs - Ord2018-036)**

Minutes:

REMOVED FROM AGENDA TO BE CONSIDERED AT A LATER DATE.

- j. Resolution establishing a process for the appointment of legislative aides and for other lawful purposes. **(Jackson - Res2018-059)**

Motion (Approve as Amended): Councilmember khalid

Second: Councilmember Jackson

[Motion Passed]

Yea: 7 Baker, Gilyard, Gumbs, Jackson, khalid , Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve Res2018-059 as amended change legislative aide to legislative specialist, remove the grievance provision and the reportable party to Human Resources. The motion passed unanimously.

- k. Resolution establishing worker's compensation protocols and for other lawful purposes. **(Res2018-060)**

Minutes:

REMOVED FROM AGENDA PER STAFF (CFO) RECOMMENDATION.

- l. Resolution of the City of South Fulton requesting and authorizing the local Delegation to introduce legislation at the regular 2019 session of the General Assembly of the State of Georgia to authorize a referendum election for the City's exercise of redevelopment and other powers and for other lawful purposes. **(Willis - Res2018-061)**
- m. Resolution promoting tourism and development; to increase the hotel/motel tax charged within the City from five to eight percent and for other lawful purposes. **(Willis - Res2018-062)**

Motion (Approve): Councilmember Willis

Second: Mayor Pro Tem Baker

[Motion Passed]

Yea: 4 Baker, Gilyard, Jackson, Willis

Nay: 3 Gumbs, khalid , Rowell

Abstain: 0

Not Voting: 0

Minutes:

a. A motion was made to approve Res2018-062. The motion passed, 4-3-0.

Motion (Previous Question): Councilmember Willis

Second: Mayor Pro Tem Baker

[Motion Passed]

Yea: 5 Baker, Gumbs, Jackson, khalid , Willis

Nay: 1 Rowell

Abstain: 0

Not Voting: 1 Gilyard

Minutes:

b. A motion was made to move the previous question (end debate). The motion passed, 5-1-0.

- n. Resolution selecting a City Lobbyist and for other lawful purposes. **(khalid - Res2018-063)**

Minutes:

Councilmember khalid withdrew Res2018-063 from the agenda.

- o. Resolution establishing a plan for an increased minimum wage for City of South Fulton employees and for other lawful purposes. **(Baker and khalid - Res2018-064)**

5. Approval of the Regular Meeting Agenda

Motion (Approve as Amended): Councilmember Gumbs

Second: Councilmember Jackson

[Motion Passed]

Yea: 7 Baker, Gilyard, Gumbs, Jackson, khalid , Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the regular meeting agenda as amended. The motion passed unanimously.

6. Proclamations and Recognitions

Minutes:

Mayor Edwards requested a point of personal privilege to recognize Councilmember khalid in honor of his birthday.

- a. Proclamation - Hamilton Bohannon Day. **(Willis)**

Minutes:

PRESENTED

- b. Proclamation - Torrey Tomlinson - Old National Crime Prevention Day. **(khalid)**

Minutes:

PRESENTED

- c. Proclamation - Georgia Public Safety Appreciation Week. **(Gumbs)**

Minutes:

PRESENTED

- d. Proclamation - Fire Prevention Week. **(Edwards)**

Minutes:

PRESENTED

- e. Proclamation - Adrian Perry Appreciation Day. **(Gumbs)**

Minutes:

- f. Proclamation - Pure Balance Chiropractic and Dr. Nikki McHenry Day. **(Baker)**

Minutes:

PRESENTED

Minutes:

PRESENTED

7. Public Comment

Minutes:

The following 14 citizens offered comments:

- **Mr. Mike Taylor, District 4 - spoke in regards to the truck routes and the positive strides made in recent weeks. A warehouse on Highway 92 will increase truck activity and may negate the truck ordinance.**
- **Ms. Lynette Kamara, District 7 - HOA President at Pointer Ridge subdivision. Thanked members of the City of South Fulton (Mayor Pro Tem Baker, Captain Cotton-Tukes, Ms. Deloris Baskin, Fire Chief, etc.) for coming out to support their October 6th Fall Festival event. The event was very successful.**
- **Mr. Jeffery Benoit, District 4 - concerned with taxes collected not being spent in the City of South Fulton. Highway 92 needs street lights (bad accidents), and South Fulton Pkwy to Villa Ricca needs lighting.**
- **Ms. Joyce Armster, District 6 - Heritage Park HOA President. Gave a report on the last clean-up on Old National thanks to the City police department and the City Manager's support. She also gave an up-date on the next clean-up along the Old National corridor.**
- **Mr. Avon Spence, District 4 - owns small sanitation service business in the City and concerned with not being heard when addressing the Council at meetings. The recent RFP for sanitation services increased the insurance to \$5 million and wanted to know if the City is following the Sandy Springs model why not have the insurance at \$500,000.**
- **Mr. Loy G. Barrett, District 5 - no commercial business on Mallory Road.**
- **Mr. Ric Jarvis - stated the model of Sandy Springs for trash collection only requires \$500,000 and not \$5 million in insurance. Please consider the small guys.**
- **Mr. Charles Ledford, District 5 - concerned with vacant homes in neighborhood and the need for code enforcement to use more authority/force in his neighborhood to resolve the issues.**
- **Ms. Louise Martin, District 4 - requested direction as to putting in no parking signs in their neighborhood. Would like Council to make a decision as to how to proceed with no parking signs.**
- **Ms. Glenda Collins, District 5 - would like to thank Council for work on truck ordinance. Thanks to communications department for the monthly event calendar on web page. Highway 29 and Roosevelt Highway at Spur 14 has an increase in traffic and the DOT should consider putting a traffic light at that**

intersection and citizens needs information and education on FIB vote.

- **Mr. Mike Bradford** - of Reliable Sanitation asked Council to lower insurance requirements.
 - **Mr. Tim Hornbuckle** - owner and operator of Community Waste Disposal requested City Council to reconsider the insurance requirements to a lower amount. If insurance is not lowered, he will go out of business.
 - **Ms. Barbara Spradley, District 5** - requested the new businesses on Mallory Rd, with no business license, be investigated and Mallory Road/Flat Shoals has a lot of trash that needs to be cleaned up.
 - **Ms. Earlyne Brynes, District 5** - concerned with trash on Mallory Rd by Flat Shoals. Any help to clean up the area would be appreciated.
-

8. Business

a. Ordinances

- [SECOND READING]** Ordinance to establish telecommunications standards and for other lawful purposes. **(Rowell - Ord2018-040)**

Minutes:

The City Attorney requested to defer Ord2018-040 for a review by the planning commission.

- [SECOND READING]** Ordinance to amend Title 6, Health and Sanitation, of the City Code, to establish procedures for the collection, disposal, and recycling of solid waste and for other lawful purposes. **(Gumbs, Willis and Baker - Ord2018-041)**

Motion (Approve as Amended): Councilmember Rowell

Second: Councilmember Jackson

[Motion Passed]

Yea: 6 Baker, Gilyard, Gumbs, Jackson, Rowell, Willis

Nay: 1 khalid

Abstain: 0

Not Voting: 0

Minutes:

Councilmember Jackson questioned the \$5 million requirement for insurance. Staff explained the reason for the increase was due to the liability for the City. It was also reported that GMA, the insurance provider, recommended the \$5 million insurance premium. The City Manager further explained the liability for the City and indicated the Council could approve or deny the recommendation.

Councilmember Rowell wants the Risk Management Department to explore with GMA if we change the insurance premium from \$5 million to \$3.5 million will they continue as the City's insurance provider. The City Attorney indicated the

Ordinance could state \$2.5 million, and be subject to change based on Council approval.

a. A motion was made to authorize the City Attorney to amend Ord2018-041 by changing all insurance requirements in the current RFP to \$2.5 million except for the employer liability which would remain at \$500,000.00; and to include language that vendors may subcontract with larger vendors to meet insurance requirements. The City Attorney further provided that language will be added to include a 60-day notice option to terminate all contracts and the terms are subject to change at Council's decision. The motion passed, 6-1-0.

Mayor Edwards would like to see a list of insurance liability provisions on the part of the contractors to assist with the liability and to lower the City's risks and cost of insurance.

Motion (Adjourn): Councilmember khalid
Second: Councilmember Rowell
[Motion Failed]

Yea: 2 Gumbs, Rowell
Nay: 4 Baker, Jackson, khalid , Willis
Abstain: 0
Not Voting: 1 Gilyard

Minutes:

b. A motion was made to adjourn the meeting (when we approach) at 10:30pm and finish the agenda items later at a special called meeting, when sanitation may be reconsidered. The motion failed, 2-4-1.

- iii. **[FIRST READING]** Ordinance to adopt regulations for maintenance and use of rights-of-way; for permitting of special events; for permitting of utility encroachments; and for other lawful purposes. **(Rowell - Ord2018-042)**

Minutes:

FIRST READING HEARD

b. Action Items

- i. Request approval of an Intergovernmental Agreement (IGA) by and between the City of South Fulton and the City of Peachtree Corners for provision of public works services. **(Agr2018-027)**

Motion (Approve): Councilmember Jackson
Second: Councilmember Willis
[Motion Passed]

Yea: 6 Baker, Gilyard, Gumbs, Jackson, Rowell, Willis
Nay: 0
Abstain: 0
Not Voting: 1 khalid

Minutes:

A motion was made to approve Agr2018-027. The motion passed, 6-0-1.

9. Discussion Items

- a. Transportation discussion regarding Campbellton-Fairburn Road at Jones Road, and Campbellton Road at Stonewall Tell Road.

Motion (Authorize): Councilmember Willis

Second:

[Motion Failed for Lack of Second]

Yea: 0
Nay: 0
Abstain: 0
Not Voting: 1 Gilyard

Minutes:

Antonio Valenzuela, Deputy Director Transportation at Fulton County Public Works along with Mr. Paul DeNard Pre-Construction Engineer with GDOT distributed information to Councilmembers and gave an overview of the projects regarding Campbellton-Fairburn Road at Jones Road roundabout and Campbellton Road at Stonewall Tell Road traffic signal. They informed Council that GDOT is requesting the City of South Fulton to give authorization to move forward with the designs.

- a. **A motion was made to allow/authorize GDOT to move forward with the roundabout design at Campbellton-Fairburn Road at Jones Road, then share with the community the actual design. The motion failed for a lack of a second.**

Motion (Hold): Councilmember khalid

Second: Councilmember Jackson

[Motion Passed]

Yea: 5 Baker, Gilyard, Jackson, khalid , Rowell
Nay: 2 Gumbs, Willis
Abstain: 0
Not Voting: 0

Minutes:

b. A motion was made to hold the transportation item regarding Campbellton-Fairburn Road at Jones Road to the next meeting. The motion passed, 5-2-0.

- b. Financial update regarding Tax Allocation Notice (TAN).

Minutes:

CFO Milazi gave an update on the \$12 million TAN application from FY 2018 and indicated the TAN was not used.

10. City Manager's Report

Minutes:

City Manager gave his brief oral report indicating a written report was distributed.

11. City Attorney's Report

Minutes:

Nothing to report.

Councilmember Willis requested comprehensive report of legislation with outstanding legislation and who is sponsoring each item. Attorney Walker responded she can have that completed within 48 hours after meeting with Councilmember Rowell.

Councilmember khalid requested clarification on the difference between the Procurement Policy and the Credit Card Policy from Attorney Walker. She indicated the CFO has oversight of the Credit Card Policy and the Procurement Policy is for purchasing contracts.

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

Minutes:

NO COMMENTS MADE BY MAYOR AND COUNCIL.

13. Executive Session (CLOSED), if necessary

Motion (Recess): Councilmember Willis

Second: Mayor Pro Tem Baker

[Motion Passed]

Yea: 7 Baker, Gilyard, Gumbs, Jackson, khalid , Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to recess for a closed executive session to discuss litigation, personnel and real estate. The motion passed unanimously.

The executive session began at 10:59pm and ended at 11:02pm.

14. Adjournment

Motion (Adjourn): Mayor Pro Tem Baker

Second: Councilmember Jackson

[Motion Passed]

Yea: 0

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to close the executive session and adjourn the meeting.

Hearing no objections, the motion passed unanimously.

The meeting adjourned at 11:03pm.



Mark Massey, City Clerk

**SUBLEASE BETWEEN THE CITY OF SOUTH FULTON AND
FULTON COUNTY, GEORGIA**

THIS SUBLEASE (referred to herein as the “Sublease”) is made and entered into by and between the City of South Fulton, a municipal corporation of the State of Georgia (referred to herein as the “City of South Fulton” or “COSF”), and Fulton County, Georgia, a political subdivision of the State of Georgia (referred to herein as the “County”) (both parties collectively referred to herein as the “Parties”) as follows:

WITNESSETH:

WHEREAS, pursuant to that certain Public Purpose Master Lease, dated December 1, 1999, as amended by that certain Amendment to Public Purpose Master Lease (Number One) dated as of April 10, 2000, and by that certain Amendment to Public Purpose Master Lease (Number Two) dated as of August 1, 2009 (said documents referred to herein collectively as the “Master Lease”), the County (as lessee), leases from the Fulton County Facilities Corp.(as the lessor), certain properties known as Trammel Crow Park, located on Cascade Road, in the City of South Fulton, Fulton County, Georgia, located in District 14F, Land Lots 60, 61, 80, and 81, with specific designated tax parcel identification numbers as follows: 14F0080LL0017;14F0080LL0025; 14F0081LL0156; 14F0081LL0321; 14F0081LL0396; and 14F0081LL0404; (referred to herein as the “Indentured Properties”); and

WHEREAS, the Indentured Properties--with the exception of another parcel (i.e., 14F0081LL0527) that is fully owned by Fulton County in fee simple, hereinafter, the “County-owned Trammell Crow Parcel”--serves as collateral for the issuance and sale of certain Certificates of Participation (referred to herein as “COPs”) executed by the Fulton County Facilities Corp., pursuant to that certain Indenture of Trust and Assignment of Public Purpose Master Lease, dated December 1, 1999, and entered into between Fulton County Facilities Corp.,

as Trustor, and First Union National Bank, as Trustee, as supplemented by that certain First Supplemental Indenture of Trust and Assignment of Public Purpose Master Lease dated August 1, 2009, between Fulton County Facilities Corp., as Trustor and U.S. Bank National Association, as successor trustee to First Union National Bank (referred to herein collectively as the “Indenture”);

WHEREAS, the Master Lease serves to further secure certain COPs, including any Additional Certificates, as these terms are defined in such Master Lease;

WHEREAS, COSF and County desire to enter into a sublease agreement in order to establish the terms, conditions and obligations of the Parties by which the County shall sublease the Indentured Properties to COSF, and COSF shall sublease the Indentured Properties from the County(the “Sublease”), and to also include in this Sublease the County-owned Trammell Crow Parcel (i.e., 14F0081LL0527) (the Indentured Properties and the County-owned Trammel Crow Parcel collectively referred to herein as the “Property”);

WHEREAS, Section 11.01 of the Master Lease authorizes the County to sublease the Indentured Properties upon the occurrence of certain conditions, and the County may sublease the County-owned Trammell Crow Parcel pursuant to O.C.G.A. § 32-9-2; and

WHEREAS, upon the expiration of the Sublease, the Indentured Properties, along with the County-owned Trammell Crow Parcel [i.e., the Property], will be sold to COSF as a group pursuant to the terms and conditions set forth in O.C.G.A. § 36-31-11.1; and

WHEREAS, COSF and County are also authorized to execute this Sublease pursuant to Article IX, Section III, Para. I and Article IX, Section II, Para. III (a) (1) of the Georgia Constitution, and other applicable laws.

NOW THEREFORE, for and in consideration of the mutual promises, the payment of rent as set forth below, the public purposes and the acknowledgments, covenants, and subleases contained herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COSF and County do hereby agree as follows:

**ARTICLE 1
PROPERTY**

1.1 County hereby subleases, rents, and demises to COSF, and COSF hereby takes, accepts, and sublets from County, on the terms and conditions and for the purposes set forth herein, the Indentured Properties, including the County Trammell Crow Parcel. The Indentured Properties and the County-owned Trammell Crow Parcel, and the improvements located thereon, are more particularly described on **Exhibit A,**” attached hereto and incorporated herein by reference.

**ARTICLE 2
COUNTY’S INTEREST IN THE PROPERTY AND COSF’S COVENANT
TO COMPLY WITH THE MASTER LEASE; USE OF THE PROPERTY**

2.1 Except as may be specifically set forth herein, COSF and County acknowledge that the County holds certain parcels of the Property subject to the Master Lease and that this Sublease is made subject to the Master Lease, which is incorporated herein by reference. COSF further acknowledges that certain interests in the Master Lease have been assigned by the Fulton County Facilities Corp. under the terms of the Indenture, and COSF agrees to abide by such assignments.

2.2 Except as may be specifically set forth herein, it is understood, covenanted, and agreed that during the Term and any extension, COSF shall only be obligated to comply with the terms and conditions of the Master Lease which are applicable to the County and those certain parcels comprising the Property. Both COSF and County also agree and covenant that they shall, respectively, not commit any act or omission which shall constitute a breach or Event of Default

under the Master Lease or result in a forfeiture of County's rights thereunder. Except as may be specifically set forth herein to the contrary, COSF shall not commit any act or omission which shall constitute a breach or Event of Default by it under the Master Lease.

2.3 Notwithstanding any term to the contrary herein, it is further understood and agreed that any breach of any term or condition of the Master Lease by COSF shall have the same force and effect as a breach of the same by County. Therefore, COSF expressly acknowledges that an Event of Default under the Master Lease by either COSF or the County, or an Event of Non-Appropriation by the County, as defined in the Master Lease, could result in immediate notice to the Parties to vacate the Property, and, upon such an event, COSF and County shall be required to surrender those certain parcels comprising the indentured parcels comprising the Property, which are included under the Master Lease, in accordance with the Master Lease, ordinary wear and tear excepted.

2.4 COSF and County acknowledge that COSF intends to use the Property as a public park. COSF and County acknowledge that changes in the scope or character (including use) of certain indentured parcels comprising the Property are subject to the prior approval requirements set forth in Section 5.04 of the Master Lease. COSF acknowledges that, during the term of the Sublease, the County will not consent to: (i) use the Property for any use other than a governmentally operated public park; (ii) a material change in the character or use of the Property; or (iii) any alterations, additions or improvements which would materially reduce or otherwise adversely affect the value of the Property, or that would otherwise adversely affect the tax treatment of the COPs, and as such COSF agrees to abide by these conditions and must seek the prior written consent of County for any such change within the Property that are not consistent with the Master Lease or this Sublease.

2.5 Except as otherwise provided for in the Master Lease, COSF expressly acknowledges that its interest in the Property pursuant to this Sublease shall at all times be subject to and subordinate to the lien of the Indenture during its term, and to all terms, conditions and provisions thereof, without the need for any further act or Sublease by COSF or County. COSF shall not subordinate its interest in certain parcels comprising the Property without the prior written consent of County and the Trustee under the Indenture established by the Master Lease as (as may be changed from time to time).

2.6 It is further understood and agreed that County will remain obligated to the Fulton County Facilities Corp. (hereinafter the "Prime Lessor") under the provisions of the Master Lease as they relate to the financial obligations, expenses, taxes, base rent, operating expenses, repair and maintenance costs and expenses, taxes and insurance thereunder. However, as to the promises, covenants, terms, and conditions set forth in this Sublease, COSF assumes and obligates itself to undertake the financial obligations, expenses, taxes, rent, operating expenses, repair and maintenance costs and expenses, taxes and insurance for the Property.

2.7 COSF expressly covenants and agrees that it will not operate the Property as, or permit the Property to be operated as, any use that constitutes a "private use" as defined pursuant to Section 141 of the Internal Revenue Code without the prior written consent of County and Prime Lessor. To the extent required by law, COSF agrees to indemnify and hold County harmless for any use of the Property by COSF which has not been consented to by County and which causes the COPs issued under the Indenture to be considered "private activity bonds" as defined in Section 141 of the Internal Revenue Code. County acknowledges and agrees that the intended use of the Property by COSF is as a public park. Furthermore, the County consents to COSF's use of the

Property as a public park and agrees that the use of the Property as a public park and shall not cause the COPs to be considered as “private activity bonds.”

2.8 As may be applicable to COSF as sublessee under the Master Lease, COSF covenants to comply with the tax covenants set forth in Section 12.03 of the Master Lease (as amended by Section 2-4.03 of the Amendment to Public Purpose Master Lease (Number Two)). A true and accurate copy of said Master Lease as amended is attached hereto as **Exhibit “B,”** and incorporated herein by this reference.

2.9 COSF agrees that in order to make funds available to make rent payments to the County on the dates and in the amounts specified herein during the Term of the Sublease, COSF will appropriate sums on a timely basis sufficient for any such payment or to maintain and operate the Property, unless it has exercised its right to terminate this Sublease.

ARTICLE 3 TERM

3.1 Subject to the termination provision of this Sublease, the term of this Sublease shall be for a period commencing on May 2, 2018, and running through December 31, 2019, subject to the termination provisions of this Sublease. Upon expiration of the Term, if COSF is not in default of the Sublease terms and conditions, and the County has not effectuated the transfer of the Property to the COSF, this Sublease shall automatically renew on a month-to-month basis, unless this Sublease is terminated pursuant to such rights of termination as may be set forth in this Sublease. Upon December 31, 2019 or expiration and/or termination of the Sublease, whichever comes later, the Indentured Properties, along with the County-owned Trammell Crowe Parcel [i.e., the Property], will be sold to COSF as a group pursuant to the terms and conditions set forth in O.C.G.A. § 36-31-11.1.

3.2 The terms and conditions of the Sublease during any extension shall be as set forth in Article 5, below.

3.3 In the event that the Term of the Sublease ends for any reason prior to the established expiration date, COSF shall only be responsible for a rent payment made or rent due during that calendar year. The total amount of rent owing for during each calendar year shall be the sum of the payments due from COSF for that calendar year as described in Article 5.

ARTICLE 4 TERMINATION

4.1 This Sublease may be terminated pursuant to such rights of termination as may be set forth in this Sublease.

4.2 In addition to other rights of termination set forth in this Sublease, COSF may terminate this Sublease for any reason, for its convenience and without cause, at any time by giving written notice to County at least one hundred twenty (120) days prior to the date when such termination shall become effective; provided that COSF shall return the Property to its original condition, reasonable wear and tear excepted.

4.3 The County may terminate this Sublease for its convenience and without cause at any time by giving written notice to COSF at least one hundred twenty (120) days prior to the date when such termination shall become effective.

4.4 COSF and County agree that COSF may terminate this Sublease upon not less than fifteen (15) days advance written notice to the County in the event that funds are not appropriated by the governing body of COSF for the payment of the rent due hereunder and/or the operational costs to maintain and operate the Property.

4.5 COSF and County further agree that this Sublease is subject to the Master Lease, and that the County may terminate the Master Lease as provided in Section 3.01 of the Master Lease. Upon any termination of the Sublease pursuant to the terms hereof, or upon the expiration of this Sublease, the obligations accrued and unsatisfied as of such termination or expiration and any indemnification obligation arising from acts or occurrences prior to the date of such termination or expiration shall survive the termination or expiration.

ARTICLE 5 RENT/OPERATIONAL COSTS

5.1 *Rent.* For use and rent of the Property, COSF hereby covenants and agrees to pay County in the amount of One Hundred Dollars (\$100.00) monthly during the term of the Sublease.

5.2 *Operational Costs.* COSF agree to be solely responsible for all operational costs related to the Property during the Term of this Sublease. For purposes of this Sublease, operational costs are those costs required to operate, maintain and administer to the Property on a daily basis, and include those other cost commonly associated and included within such costs.

5.2 Until further notice from County to COSF, rent checks shall be made payable and mailed to: Fulton County Finance Department with attention to Director of Finance: 141 Pryor Street SW, 7th Floor, Atlanta, GA 30303.

ARTICLE 6 CONDITION OF THE PROPERTY

Except as may be otherwise set forth in this Sublease, the Property is being subleased by County to COSF on an "As Is," "Where is" basis. Except as may be otherwise set forth herein, the County makes no representations or warranties of any kind to COSF regarding the condition of the Property (or any and all improvements thereon), and including without limitations, as to the presence or suspected presence of hazardous waste or substances on, about, or under the

Property, or the fitness or suitability thereof or any part thereof in any respect or in connection with or for the purposes or uses of COSF. COSF acknowledges and agrees that, except as expressly set forth in this Sublease, the County has not made and is not making any representations, warranties or covenants, express or implied, as to the Property.

ARTICLE 7 CONFORMITY WITH LAW

7.1 COSF shall faithfully observe in the use of the Property all municipal and Fulton County ordinances and codes and state and federal statutes now in force or which may hereafter be in force and applicable to the property.

ARTICLE 8 UTILITIES

8.1 COSF, at COSF's sole cost and expense, shall pay for all utilities, if applicable, including but not limited to sewer, water, gas, electric, phone, and pest control, inclusive of termite control, at the Property during the term of this Sublease.

ARTICLE 9 REPAIRS

9.1 COSF agrees to repair and maintain the Property in good working order and condition, at its sole cost and expense, except: (i) for damage to the Property caused by the sole acts or omissions, whether intentional or negligent, of County and/or Prime Lessor, and/or their respective representatives, agents, employees, licensees, guests and/or invitees; and/or (ii) as otherwise provided in this Sublease.

9.2 Except as otherwise set forth herein, COSF shall also be solely responsible for the costs and expenses for the Property, of: (i) preventative maintenance services; (ii) repair and replacement of the heating, air conditioning, and ventilation equipment and fixtures; and (iii)

custodial and janitorial services sufficient to maintain the interior of buildings or facilities on the Property in a clean, well maintained condition.

9.3 If the Property is damaged by storm, fire, lightning or other casualty, COSF may elect to terminate this Sublease as of the date of such destruction, and rent shall be accounted for as between COSF and County, as provided for in this Sublease. If COSF does not terminate this Sublease as provided for above, COSF shall restore the Property to substantially the same condition as before damage as speedily as practicable within a reasonable period of time to be agreed upon in writing by and between COSF and the County. COSF shall use the proceeds of insurance policies required pursuant to Article 15 below to finance such restoration. If: (1) the Property is not so restored within the agreed upon period of time, or (2) the insurance proceeds are insufficient to complete the restoration of the Property, or (3) COSF elects to terminate the Sublease pursuant to the first sentence of this Section 9.3, the insurance proceeds shall be paid by COSF to the County and this Sublease shall terminate. In the event of such termination, rent shall abate as set forth in this Sublease.

ARTICLE 10 ACCESS TO THE PROPERTY

10.1 During any term of this Sublease, Prime Lessor and/or County shall have the right, but not the obligation, to enter onto the Property and maintain, repair or replace the Property or any part or improvement thereof, only after County has provided written notice to COSF of the required repair, replacement, or maintenance, and then only upon COSF's failure to effect such repair, replacement or maintenance, within the thirty (30) day period after such written notice from County to COSF (provided that if any such repairs are of such nature that they cannot reasonably be completed within said thirty (30) day period, upon County's consent, COSF shall have a reasonable, additional period of time to cure said default as long as COSF diligently and

continuously pursues said cure to completion). The foregoing notice requirements shall not apply in emergency conditions in which Fulton County shall have immediate access. All maintenance and repair costs incurred by the County stemming from the COSF's failure to perform such maintenance and repairs as required herein shall be paid/reimbursed to the County by COSF within thirty (30) days of County providing notice of such costs to COSF.

10.2 In the event that repairs, replacements and/or maintenance, are or must be undertaken at the Property other than by COSF, the County shall coordinate such action with COSF to assure minimal disruption of COSF's use of and access to the Property. Prior to actually entering the Property for purposes of such activities, the County shall, except for emergencies, provide at least twenty-four (24) hours advance written notice to COSF.

ARTICLE 11 NOTICE OF DEFAULT; DEFAULT

11.1 If either Party shall fail to perform any other of the covenants, terms or conditions of this Sublease, prior to exercising any rights or remedies against the other party on account thereof, the complaining party shall first provide the other party with written notice of the failure and provide such party with a fifteen (15) day period to cure such failure if the failure is a failure to pay rent or any other sum of money owed under this Sublease (applicable to COSF only), or a thirty (30) day period to cure such failure if the failure is a failure to perform any other covenant, term or condition of this Sublease by either party.

11.2 In the event that a failure reasonably requires more than thirty (30) days to remedy, then, notwithstanding the foregoing, with the complaining party's consent, and so long as the other party undertakes reasonable and continuous steps to cure such failure within thirty (30) days of the date of the complaining party's notice of failure regarding same, then the other party shall not be deemed to be in default hereunder.

11.3 In the event that either Party fails to remedy any such noticed failure pursuant to the terms of this Sublease, the complaining party may immediately terminate this Sublease by written notice to the other party. Whereupon the COSF shall vacate the Property within sixty (60) days of such written notice and surrender the Property to the County in broom swept condition, ordinary wear and tear excepted, and this Sublease shall end.

ARTICLE 12 NON-WAIVER OF DEFAULT

No failure of the County or COSF to exercise any power given to it, respectively, hereunder or to insist upon strict compliance by the other party with its respective obligations and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of County's or COSF's right to demand exact compliance with the terms hereof.

ARTICLE 13 QUIET ENJOYMENT

The County covenants and agrees that in the event COSF shall perform all covenants and Subleases herein stipulated to be performed on COSF's part, COSF shall at all times during the Term, and any extension hereof, have the peaceable and quiet enjoyment and possession of said Property and other rights herein granted, without any manner of hindrance from County or any other party. County represents that the execution of this Sublease, compliance with the terms hereof, and use and occupation of the Property by COSF will not conflict with, cause a breach of or constitute a default under: (i) the terms of any Sublease or instrument to which County is party, specifically including the Master Lease, as amended; and/or (ii) the Indenture, as supplemented.

ARTICLE 14
WAIVER OF CLAIMS AND SUBROGATION

COSF and the County hereby waive all causes and rights to recovery against the other, and on behalf of any person or entity claiming through or under them, by way of subrogation or otherwise, for any loss or damage to the Property by reason of fire, casualty or any peril typically insured against by standard "all-risk" coverage insurance, regardless of cause or origin, including any act of negligence by any party. COSF and the County agree that the aforesaid waiver shall not impair or invalidate the coverage of any loss or damage by policies of insurance applicable thereto.

ARTICLE 15
PUBLIC LIABILITY INSURANCE

COSF shall, in full compliance with Article VII of the Master Lease, during the entire term hereof, keep in full force and affect a policy of public liability and property damage insurance (including contractual liability insurance) with respect to the Property under which the public liability limits shall be not less than \$1,000,000.00 bodily injury and property damage. A Certificate of Insurance evidencing the aforementioned insurance, which shall be delivered to County and shall list Fulton County, Georgia as an Additional Insured, is required to be purchased and maintained by the COSF pursuant to this Sublease and/or Master Lease. The COSF insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductibles, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government. COSF must comply with the annual summary requirements of Article 7.01(c) of the Master Lease, as it pertains to the policies carried by COSF. Notwithstanding the language of Article 7.01(c), in complying with this provision of this Sublease, within 90 days of the close of the Term or any extension, COSF shall submit in writing

a summary of all insurance policies then in effect with respect to the Property to the "Notice" address of County.

ARTICLE 16
SUBLEASE SUBJECT TO MASTER LEASE

It is understood and agreed that this Sublease shall at all times be subject to and subordinate to the Master Lease, and COSF that shall assume and comply with all of the terms, covenants and agreements of the County under the Master Lease for those certain parcels of the Property as required by Section 11.01 of the Master Lease, with said Master Lease is incorporated herein by reference.

ARTICLE 17
TRANSFER OF INTEREST; ASSIGNMENT

Subject to the provisions of the Indenture and Master Lease, the County shall not, without COSF's prior written consent (which consent may not be unreasonably withheld or delayed) and Prime Lessor's prior written consent, transfer, mortgage, pledge or assign its interest in this Sublease or those certain parcels of the Property, or any part thereof that are part of the Master Lease.

Except as hereinafter provided, COSF shall not, without the County's prior written consent (which consent may be not be unreasonably withheld or delayed) and Prime Lessor's prior written consent, sublet the Property or assign this Sublease. Any such sublease or assignment shall be subject to all provisions of this Sublease.

ARTICLE 18
NOTICES

Any notice required to be given by or on behalf of either party to the other shall be in writing and given by mailing such notice by certified mail, return receipt requested, or by statutory overnight courier, overnight delivery requested, with receipt signature required,

addressed to the other party as follows (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days prior thereto):

(i) If to County: County Manager
Fulton County Government Center
141 Pryor Street, S.W., Suite 10061
Atlanta, Georgia 30303

With a copy to: County Attorney
Fulton County Attorney's Office
Fulton County Government Center
141 Pryor Street, S.W., Suite 4038
Atlanta, Georgia 30303

Director of Real Estate and Asset Management
Fulton County Government Center
141 Pryor Street, S.W., Suite 600
Atlanta, Georgia 30303

(ii) If to COSF: Odie Donald, City Manager
5440 Fulton Industrial Blvd
City of South Fulton, Georgia

With a copy: Emilia C. Walker, City Attorney
8024 Fair Oaks Court
Jonesboro, Georgia 30236

The Parties may substitute the recipient's names and addresses by giving notice as provided hereunder. Any notice given hereunder shall be deemed effective on the date such notice, being properly addressed, is deposited in a post office of the United States Postal Service, or sent by statutory overnight courier, overnight delivery requested, receipt signature required.

ARTICLE 19 ENVIRONMENTAL LAWS

19.1 To the extent, if any, required by law, COSF shall hold County harmless from, and shall indemnify County against, any damage, loss, expense, response costs or liability, resulting from hazardous substances generated, stored, used, disposed of or transported to, or for any other

reason existing on or under the Property as a result of COSF's use of the Property during the Initial Term and any Renewal Term. For purposes of this Sublease, "hazardous substances" shall mean: (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons; (ii) any substance which is flammable, radioactive, corrosive or carcinogenic; (iii) any substance the presence of which on the Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Property or property adjacent thereto; or (iv) any substance the presence of which on the Property requires investigation or remediation under any Hazardous Substance Law, as the same may hereafter be amended. "Hazardous Substance Law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq.; the Clean Water Act, 33 U.S.C. Sec. 1251 et seq.; the Clean Air Act, 42 U.S.C. Sec. 7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Sec. 136 et seq.; the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. Sec. 11001 et seq.; and any applicable state law or regulation. The COSF shall not be required to indemnify the County against liability or claims for damages, losses, or expenses, including attorney fees, arising out of bodily injury to persons, death, or damage to property caused by or resulting from the sole negligence of the County.

19.2 COSF hereby agrees that: (i) no activity will be conducted on the Property that will produce any Hazardous Substance as herein defined, except for such activities that are part of the ordinary course of COSF's business activities that are consistent with COSF's permitted uses under Article 2 of this Sublease (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been expressly approved in

advance in writing by County; (ii) the Property will not be used in any manner for the storage of any Hazardous Substances except for the storage of such materials that are used in the ordinary course of COSF's operation of the subject Property as a public park and expressly approved in advance in writing by County, provided such materials are properly stored in a manner and location meeting all Hazardous Substance Law and in quantities that do not exceed the amounts approved in writing by County; (iii) no portion of the Property will be used as a landfill or a dump; (iv) COSF will not install any underground tanks of any type; (v) COSF will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; (vi) COSF will not permit any Hazardous Substances to be brought onto the Property, except for the permitted materials described in subsection (ii) above, and if so brought or found located thereon, the same shall be immediately removed by the COSF, with proper disposal, and all required cleanup procedures shall be diligently undertaken by the COSF pursuant to all Hazardous Substance Laws.

ARTICLE 20 CONTINUED DURATION OF SUBLEASE

20.1 In the event that COSF remains in possession of the Property after the expiration or earlier termination of the Term, and absent a written demand for possession by County to COSF, this Sublease shall be automatically extended on a month-to-month basis, subject to thirty (30) days written notice of termination by either party, and otherwise on the terms and conditions set forth herein, so far as applicable.

ARTICLE 21 SURRENDER OF POSSESSION

21.1 Except as set forth hereunder, upon termination or expiration of this Sublease, COSF will peacefully surrender to County the Property in as good a condition and order as when received

under this Sublease, in broom swept condition except for reasonable use and wear thereof, and damage or casualty caused by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which COSF has no control or for which County has responsibility under this Sublease; provided, however, that the provisions of Section 9.3 shall remain applicable in the event of such damage or casualty. All improvements, erections, additions, and alterations installed or placed on the Property by COSF, whether permanently affixed thereto or otherwise, shall continue and remain property of COSF and may be removed by COSF, in whole or in part, at any time prior to the expiration or termination of this Sublease. If COSF removes any or all of the improvements, erections, additions, and alterations installed or placed on the Property by it, COSF agrees to repair any specific damage resulting to the Property from said removal.

21.2 At any time before the expiration or termination of this Sublease, COSF shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which it has placed on the Property, provided COSF must repair any specific damage resulting to the Property from such removal.

ARTICLE 22 CONDEMNATION

22.1 If the whole of the Property, or such portion thereof as will make the Property unusable for the purposes herein Subleased, shall be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between COSF and County as set forth in this Sublease. Such termination, however, shall be without prejudice to the rights of either County or COSF to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither

COSF nor County shall have any rights in any award made to the other by any condemning authority.

ARTICLE 23 EXTERIOR SIGNS

23.1 Any and all signs placed upon the Property by COSF must have prior approval from the County, with such approval to not be unreasonably withheld and shall be maintained in compliance with rules and regulations governing such signs, and COSF shall be responsible to the County for any damage caused by the installation, use or maintenance of said signs, and COSF agrees upon removal of said signs to repair all damage incident to such removal.

ARTICLE 24 OWNERSHIP BY SOUTH FULTON

24.1 Upon the expiration of the Sublease or Master Lease, the Property, including the Indentured Properties and the County-owned Trammell Crow Parcel, shall be sold to COSF as a group pursuant to the terms and conditions set forth in O.C.G.A. § 36-31-11.1.

ARTICLE 25 DAMAGE, INDEMNIFICATION

25.1 COSF agrees, to the extent, if any, allowed by law, to indemnify and save harmless County against all claims for damages to persons or property by reason of COSF's use or occupancy of the Property, and all expenses incurred by County because thereof, except for those matters caused by the negligence or intentional misconduct of County and/or Prime Lessor and/or their respective representatives, agents, employees, licensees, guests and/or invitees, for which the COSF shall not be liable in any manner and for which County shall, to the extent allowed by law, if any, indemnify and save harmless COSF.

ARTICLE 26
ESTOPPEL STATEMENT

26.1 COSF and County agree that from time to time, upon not less than ten (10) days prior request by a party, that the other party will deliver to the requesting party a statement in writing certifying: (a) that this Sublease is unmodified and in full force and effect (or, if there have been modifications, that the Sublease as modified is in full force and effect and stating the modifications); (b) the dates to which the rent and other charges have been paid or received; (c) to the best of the responding party's knowledge, that the requesting party is not in default under any provisions of this Sublease, or, if in default, the nature thereof in detail; and (d) such other information pertaining to this Sublease that the requesting party may reasonably request. Failure by the responding party to so reply within said ten (10) days shall be deemed confirmation by the requesting party that all Parties are in good standing under the Sublease. The County Manager is authorized to execute any and all documents required under this Article on behalf of Fulton County.

ARTICLE 27
GENERAL PROVISIONS

27.1 The headings, captions and numbers in this Sublease are solely for convenience and shall not be considered in construing or interpreting any provision in this Sublease. Wherever appropriate in this Sublease, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. The recitals and "WHEREAS" clauses set forth in the preamble above are considered material terms of this Sublease and are incorporated into this Sublease by reference. All terms, provisions, covenants and conditions to be observed and performed by either party shall be applicable to and binding upon that party's respective

representatives, administrators, successors and assigns, subject, however, to the restrictions as to assignment or subletting as provided herein.

**ARTICLE 28
RIGHTS CUMULATIVE**

28.1 All rights, powers, and privileges conferred hereunder upon the Parties hereto shall be cumulative to, and shall not restrict, those rights, powers, and privileges given by law.

**ARTICLE 29
BROKERAGE**

29.1 COSF and County represent that neither party has dealt with any real estate broker in connection with this Sublease.

**ARTICLE 30
FORCE MAJEURE**

30.1 COSF and County shall not be required to perform any term, condition, or covenant in this Sublease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, labor disputes (whether lawful or not), material or labor shortages, restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of County or COSF, as the case may be, and which by the exercise of due diligence the affected party is unable, wholly or in part, to prevent or overcome.

**ARTICLE 31
UNDERSTANDINGS; TIME IS OF THE ESSENCE;
COVENANTS RUNNING WITH THE LAND**

31.1 This Sublease sets forth all provisions and understandings between the Parties relative to the Property. There are no provisions, understandings, representations or inducements, either written or oral, between the Parties other than those set forth herein. It is mutually understood and agreed that no alterations or variations of the terms of this Sublease shall be valid unless made in writing and signed by the Parties hereto, and that no oral understandings or Subleases

not incorporated herein shall be binding on either party hereto. The Parties agree that time is of the essence in this Sublease. All express covenants of this Sublease shall be deemed to be covenants running with the land.

**ARTICLE 32
TAXES**

32.1 If applicable, COSF shall be responsible for any and all ad valorem taxes pertaining to the Property for the duration of the Sublease.

**ARTICLE 33
EFFECTIVE DATE**

33.1 The effective date of this Sublease shall be the date of the closing on the transfer of the parks, which for purposes of this Sublease is May 31, 2018. This Sublease shall become binding upon its adoption of the governing bodies of both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed quadruplicate originals of the Sublease as of the date the last party hereto affixes its signature to this Sublease.

BY FULTON COUNTY, GEORGIA:

By:

**Robert L. Pitts, Chairman,
Fulton County Board of Commissioners**

ATTEST

By:

**Tonya R. Grier,
Interim Clerk to the Commission**

Approved as to form by:

Patrise Perkins-Hooker, County Attorney

BY CITY OF SOUTH FULTON:

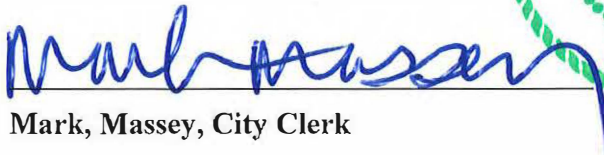
By:



William "Bill" Edwards, Mayor, City of South

ATTEST

By:



Mark, Massey, City Clerk



Agr2018-029

Date of Approval 10 / 09 / 2018

Approved as to form by:



Emilia C. Walker, City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
MASTER LEASE



CITY OF ATLANTA

INTERGOVERNMENTAL AGREEMENT OF AUTOMATIC AID

This agreement is made and entered into this 1st day of July 2018, by and between THE CITY OF ATLANTA, GEORGIA, a municipal corporation existing under the laws of the State of Georgia (referred hereto as "the City") and THE CITY OF SOUTH FULTON, GEORGIA, a municipal corporation existing under the laws of the State of Georgia (referred hereto as "COSF").

WITNESSETH

WHEREAS, the City of Atlanta and City of South Fulton have contiguous boundaries; and

WHEREAS, South Fulton, Georgia is a municipality organized under the Laws of the State of Georgia, acting by and through its duly elected governing body; and; and

WHEREAS, the City of Atlanta is a municipality organized under the Laws of the State of Georgia, acting by and through its duly elected City Council; and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, ¶3 prohibits cities from exercising governmental authority within each other's boundaries except by intergovernmental agreement or as otherwise provided by law; and

WHEREAS, the COSF and the City desire to enter into an Intergovernmental Agreement for the COSF to provide fire protection, fire suppression, emergency medical, hazardous material, technical rescue and support assistance within specific boundaries of the City for a period commencing upon execution of this Intergovernmental Agreement ("IGA") and ending on

December 31, 2018. This agreement may renew on January 1 of the successive year for up to a period of two (2) years only by written consent of the parties.

WHEREAS, it is the intent of the COSF and the City of Atlanta, Georgia that this IGA shall cancel and replace the Intergovernmental Agreement entered into by the City of Atlanta and Fulton County, Georgia which authorized Fulton County to Provide Fire Protection, Fire Suppression, Emergency Medical, Hazardous Material, Technical Rescue, and Support Assistance in Specific areas within the boundaries of the City of Atlanta, the legislative approval of which, (10-R-1691), was adopted by the Atlanta City Council on September 20, 2010 and Approved by the Mayor of Atlanta on September 28, 2018.

WHEREAS, the COSF and the City of Atlanta, Georgia resolve to provide the best possible protection to its citizens in accordance with Georgia Law O.C.G.A. § 25-6-1 et seq. as now existing and hereafter amended, and as may be applicable, to prevent disastrous incidents from occurring and maximize on saving of life and property when disastrous incidents do occur by sharing of resources by like-minded jurisdictions.

WHEREAS, the COSF and the City of Atlanta each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, rescue, emergency medical services, hazardous material, technical rescue and support services; and

WHEREAS, it is the desire of the respective governing authorities represented by the signatories hereto, to enter into this Agreement for Automatic Aid pursuant to the Georgia Automatic Aid Act O.C.G.A. § 36-69-4, as existing and hereafter amended and as may be applicable, adopted pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, paragraph 3.

NOW THEREAFTER BE IT RESOLVED AS FOLLOWS:

The City of South Fulton, Georgia designates the Fire Chief or his/her designee to act on behalf of COSF on all matters relating to the activities and functions of the Georgia Automatic Aid Pact.

The City of South Fulton, Georgia may withdraw its agreement by delivering written notice to the City of Atlanta Fire Rescue Chief giving ninety (90) days' notice pursuant to O.C.G.A. § 25-6-1, et seq.

There shall be no liability imposed on the COSF for any action or failure to act as a party of this Agreement/Pact. (O.C.G.A. § 25-6-5)

That the COSF or his/her designee shall be authorized to act on behalf of the City of South Fulton Fire Department on all matters relating to the activities and functions of the Automatic Aid Resource Agreement/Pact once it has been established.

That the COSF Fire Department liabilities, privileges, and immunities, including those of its firefighters and other personnel acting on its behalf, shall be governed by O.C.G.A. § 25-6-1, et seq.

That each party agrees to furnish resources and facilities and to render services to prevent and combat any type of fire disaster or major emergency in accordance with duly adopted Automatic Aid Plans (Georgia Emergency Operations Plan [GEOP], Emergency Management Assistance Compact [EMAC], Local Emergency Operational Plan [LEOP], Georgia Automatic Aid State Fire And Rescue Response Plan) whether heretofore or hereafter adopted, detailing the method and manner by which such resources, facilities, and services are to be made available and furnished, which operational plans may include provisions for training and testing to make such

automatic aid effective; provided, however, that no party shall be required to deplete unreasonably its own resources, facilities, and services in furnishing such automatic aid.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

PURPOSE AND INTENT- 1.0

1(a): The purpose of this Agreement is for the COSF to provide fire protection, fire suppression, emergency medical, hazardous material, technical rescue and support assistance within specific areas of the City for a period commencing on the date of execution.

1(b): The COSF therefore agrees to provide the City of Atlanta with services consistent with the overall quality of services provided throughout the COSF.

1(c): The City will pay for the costs of providing such services as agreed upon within this Agreement, and cooperate with the COSF in the provision of those fire rescue services.

AUTOMATIC AID – 2.0

2(a): The level of automatic aid shall exist at a level agreed upon in writing and signed by both, the City of Atlanta Fire Chief and the City of South Fulton Fire Chief or a designee of the respective Fire Chief.

2(b): The automatic aid actually furnished may be recalled at the discretion of the Fire Chief or Commissioner/Director of Public Safety or their designee of the furnishing jurisdiction.

2(c): The parties will participate in joint training exercises to promote a basic standardization of operations and philosophy to the extent necessary as determined and agreed upon by the Fire Chief or designee of the respective Fire Chief.

2(d): Requesting parties will accept credentials of deployed teams and resources as defined by the Georgia State Standards and Training Council and in other response plans (local, regional, state, interstate) as specifically defined.

STANDBY OF EQUIPMENT – AUTOMATIC AID – 3.0

3(a): Each party agrees and acknowledges that it will be the responsibility of each party to provide the backup coverage necessary for its own department.

3(b): In the event that a jurisdiction has dedicated a major amount of fire suppression or specialized equipment on an incident, the jurisdiction may request aid to cover vacant areas by locating AUTOMATIC aid units into the affected jurisdiction.

SUPERVISION – 4.0

4(a): The furnishing jurisdiction shall dispatch a Chief Officer (Incident Command System [ICS], National Incident Management System [NIMS] Qualified Incident Commander). The Chief Officer shall coordinate resources of the furnishing jurisdiction and shall report to the Chief Officer of the receiving jurisdiction.

4(b): When the furnishing jurisdiction's (Incident Command System, National Incident Management System Qualified Incident Commander) Chief Officer arrives before the (Incident Command System, National Incident Management System Qualified Incident Commander) Chief Officer of the receiving jurisdiction, that officer shall coordinate and give the general directions as to the work to be done. This officer will be in command until properly relieved by the Chief Officer of the jurisdiction receiving aid.

4(c): Personnel who are being furnished will work under their own supervisors and with their own equipment except as provided in paragraph 2(a).

4(d): All general direction relative to the work will be given by the appropriate officers of the receiving jurisdiction to the (Incident Command System, National Incident Management System Qualified Incident Commander) Chief Officer of the furnishing jurisdiction under the authority of O.C.G.A. § 36-69-3(b, e) except as provided in paragraph 2(a).

LIABILITY – 5.0

5(a): There is no special duty imposed by this Agreement on either party or its respective personnel to respond to fire, rescue, or other calls pursuant to this Agreement as per O.C.G.A. § 25-6-5(a).

5(b): No employee of a party shall be deemed to be an employee or agent of the other party because of any action or incident arising pursuant to this Agreement as per O.C.G.A. § 25-6-5-(b).

5(c): All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction as per O.C.G.A. § 25-6-5-(c).

COMPENSATION FOR AID – 6.0

6(a): For fire and rescue services to be rendered pursuant to this Agreement, the City shall pay to the COSF an annual amount of \$ 809,550.25 which shall be remitted to the COSF as follows: \$ 404,775.13, as a pro-rated amount due fifteen calendar days from the date of execution of this agreement. This total amount will cover calendar year 2018. For each subsequent year, \$ 809,550.25 shall be remitted to the City of South Fulton as follows: the first installment of \$ 404,775.13 is due net 15 days from date of invoice provided to the City, with final payment of \$ 404,775.12 remitted biannually net 15 days from date of invoice provided to the City of Atlanta. The above-mentioned payments shall be made in compliance with the current Fiscal Calendar for the City.

All invoices shall be submitted to:

Atlanta Fire Rescue Department
Fiscal Business Manager/ Accounting Office
226 Peachtree Street, SW
Atlanta, Georgia 30303

6(b): Equipment, personnel, and/or services provided pursuant as mutual aid for periods or durations not exceeding 24 hours shall be at no charge to the party requesting aid with the only exception of expendable items such as foam which shall be replaced by the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar recovery of funds from any state or federal agency under any existing statutes.

COSF FIRE DEPARTMENT SERVICES - 7.0

7(a): The COSF Fire Department will automatically respond and utilize resources when providing fire prevention, fire suppression, emergency medical, hazardous material, technical rescue, and support services in contiguous geographic service areas of Atlanta Fire Station 36 on a continual 24-hour per day basis in accordance with Georgia law, City Ordinances. These services shall be provided within the jurisdictional boundaries of the City enumerated in Attachment A, attached hereto and hereby incorporated into this IGA.

7(b): The COSF Fire Department providing the aid shall provide the equivalent of comparably equipped unit(s) as determined by ICS-420-1 and existing units being utilized by the COA; and

staffed with a minimum of four members in each instance of emergency based on local conditions at the time of emergency.

7(c): The COSF Fire Department units will respond to all calls-for-service within the specific jurisdictional limits of the City as enumerated in Attachment A, as dispatched through the 911 system.

7(d): The COSF Fire Department unit(s) shall be deemed the primary responder in the areas identified (see Attachment A) and shall make every reasonable effort to meet all existing performance metrics as noted for EMS and Fire with response targets of 7:59 & 8:12 respectively while maintaining safe operations, consistent with the departmental average response time.

7(e): The COSF Fire Department will respond to and render aid in emergency, life-saving and in-progress fire incidents occurring inside the boundaries of the City, and to locations covered by existing mutual aid agreements. In the event that the COSF fire department personnel must respond to incidents occurring outside the boundaries of the City, the City shall ensure sufficient Fire Department personnel remain in the City to continue routine and emergency fire suppression and emergency medical activities.

EQUIPMENT -8.0

8(a): The COSF shall provide uniformed firefighters, of any rank, with the COSF's own standard support equipment necessary to carry out the fire suppression, fire protection and emergency medical services functions contemplated by this Agreement.

8(b): The COSF shall furnish and maintain in good working condition for the benefit of the City, all necessary emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties and responsibilities described in this Agreement.

8(c): Each COSF fire engine, ladder truck and battalion vehicle shall be furnished with standard

support equipment as necessary and appropriate to carry out services contemplated by this Agreement.

8(d): There shall only be one public address (PA) system at City of South Fulton Station 2 and this system shall be properly connected to speakers needed to meet the requirement of NFPA 1221 § 8.1.1.9. Both parties shall communicate together and coordinate any changes related to this section. Further, the City shall be responsible for all costs and expenses associated with the installation of equipment needed for operating the PA system.

RECORDKEEPING AND REPORTING -9.0

9(a): The COSF Fire Department is the central repository for all departmental records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. During the term of this Agreement, the COSF will continue to maintain all reports relating to Fire Department activity within the City.

9(b): The COSF shall prepare and deliver quarterly reports to the city Fire Chief or his / her designee. The reports shall describe the type and number of calls for fire and first responder non-transport emergency medical services responded to by the COSF Fire Department.

9(c): Except as limited by any provision of state or federal law, the City may request, review and access data and COSF records to ensure compliance with this Agreement.

9(d): The COSF Fire Department shall document incidents within the City of Atlanta using the equipment and records management system (RMS) provided by the COSF Fire Department.

EVENT OF DEFAULT -10.0

An event of default shall mean a material breach of this Agreement by the COSF as follows:

10(a): COSF repeatedly disregards local priorities established by the Mayor of the City of Atlanta which the COSF is required to observe by this Agreement and which have been communicated in

writing by action of the Atlanta City Council to the COSF on more than one occasion.

10(b): The COSF consistently fails to meet the levels of service outlined in Article 4, which failure has been communicated in writing by action of the Atlanta City Council to the COSF on more than one occasion.

An event of default shall mean a material breach of this Agreement by the City as follows:

10(c): Failure of the City to make prompt payment as stipulated in section 5.0.

RELEASE OF CLAIMS – 11.0

11(a): Each of the parties agree to release the other party from any and all liabilities, claims, judgments, costs, or demands for damage to its own property whether directly arising or indirectly arising out of the use of any vehicle, equipment, or apparatus by the other party during the provision of service pursuant of this Agreement as per O.C.G.A. § 25-6-5(b).

THIRD PARTY BENEFICIARIES – 12.0

12(a): This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit to any third party or parties, and no third parties shall have any right of action hereunder for any cause whatsoever.

TERM OF AGREEMENT – 13.0

13(a): This Agreement shall commence upon its approval and appropriate recording in the minutes by the respective governing bodies of the parties. Renewal of this Agreement shall require written notice by both the COSF and the City and shall not be automatic.

13(b): The initial term of this Agreement shall be for a period following commencement as set forth in this paragraph and ending on December 31, 2018. This agreement may renew on January 1 of the successive year for up to a period of two (2) years only by written consent of the parties.

13(c): Nothing in this article shall preclude termination pursuant to section 10.

ENTIRE AGREEMENT – 14.0

14(a): This Agreement shall constitute the entire Agreement between the parties and no modification thereof shall be binding unless evidenced by a subsequent signed written Agreement.

14(b): This Agreement shall be the sole instrument for the provision of emergency fire and rescue service AUTOMATIC aid between the parties.

TERMINATION – 15.0

15(a): Either party of this Agreement may terminate the Agreement by giving not less than ninety (90) days advance written notice to the other party.

15(b): Upon termination of this agreement (termination date) the City will be eligible for a pro-rated reimbursement of funds for service(s) not provided under this agreement.

SEVERABILITY OF TERMS – 16.0

16(a): In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

16(b): No terms contained in this Agreement shall be deemed to conflict with or alter the terms of the Intergovernmental Agreement for the Provision of Fire and Rescue Services between City of South Fulton, Georgia and The City of Atlanta, Georgia ("Intergovernmental Agreement"). If there arises such a conflict, The Intergovernmental Agreement shall take precedence and continue to be binding. To the extent that a Court of competent jurisdiction finds any such conflict, the provision of this Agreement that is found to be conflicting shall be severed and the remainder of this Agreement will continue in full force and effect as if the conflicting provision or portion were not part of this Agreement.

GOVERNING LAW – 17.0

17(a): This Agreement shall be governed in all respects by the laws of the State of Georgia.

CONSTRUCTION – 18.0

18(a): Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the parties under an AUTOMATIC Aid Agreement as specifically provided by the Georgia AUTOMATIC Aid Act O.C.G.A. § 39-69-1, et seq.

CANCELATION OF PRIOR IGA – 19.0

19(a): Insofar as upon its incorporation the COSF inherited the 2010 Intergovernmental Agreement between the City of Atlanta, Georgia and Fulton County, approved by the Mayor and City Council of the City of Atlanta via City Resolution 10-R-1691, this Agreement shall cancel and replace that 2010 Intergovernmental Agreement in its entirety.

IN WITNESS WHEREOF, we have caused this Agreement to be executed on the date appearing above.

THE CITY OF ATLANTA, GEORGIA

By: _____

Fire Chief, City of Atlanta

Municipal Clerk

Seal

By: _____

Mayor, City of Atlanta

City Attorney

Approved as to Form

THE CITY OF SOUTH FULTON, GEORGIA

By: _____

Fire Chief, City of South Fulton

Municipal Clerk

Seal

ITEM# Ag2018-030 DATE 10/09/2018

By: _____

Mayor, City of South Fulton

City Attorney

Approved as to Form

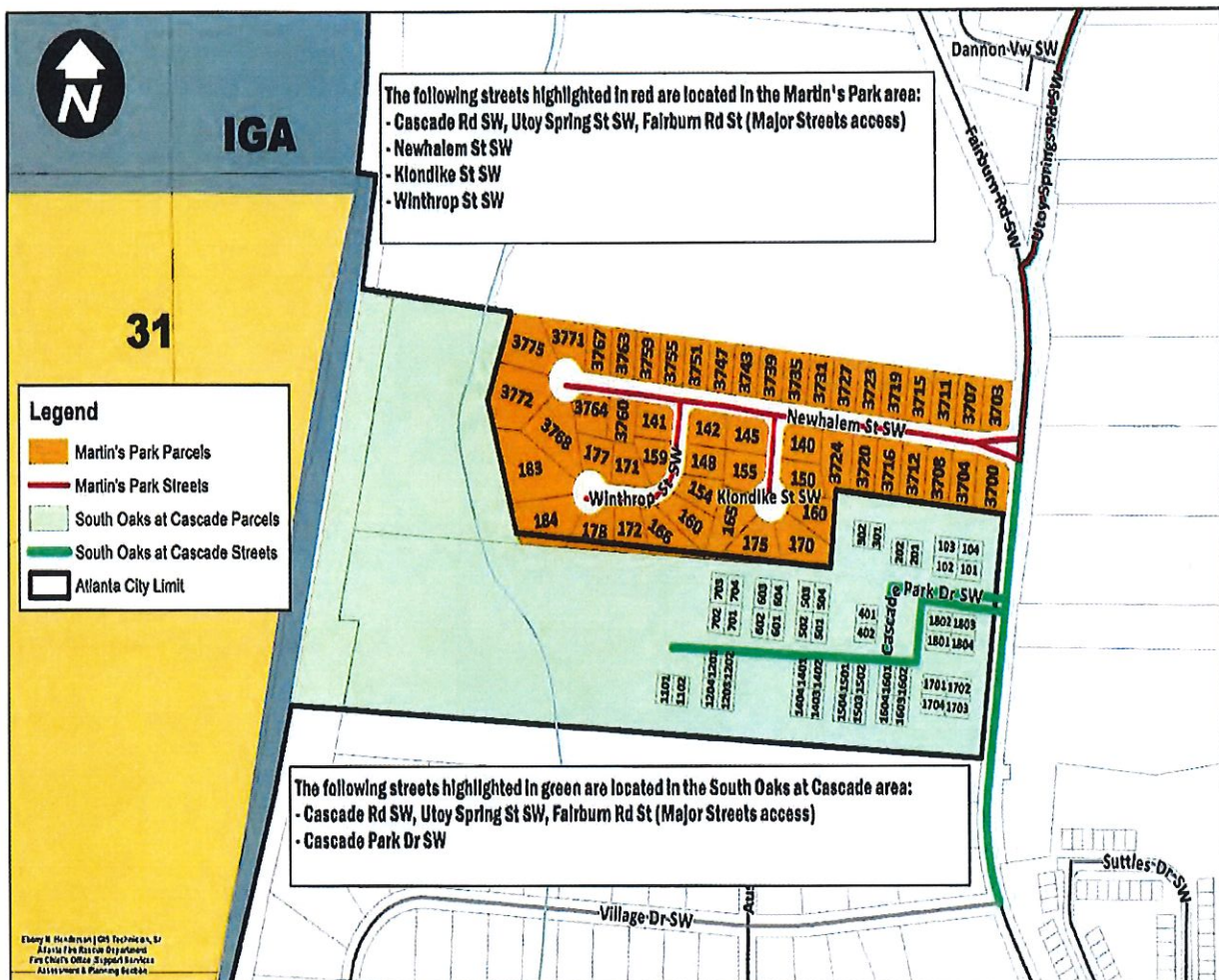


Addendum A

Automatic Aide Coverage Model

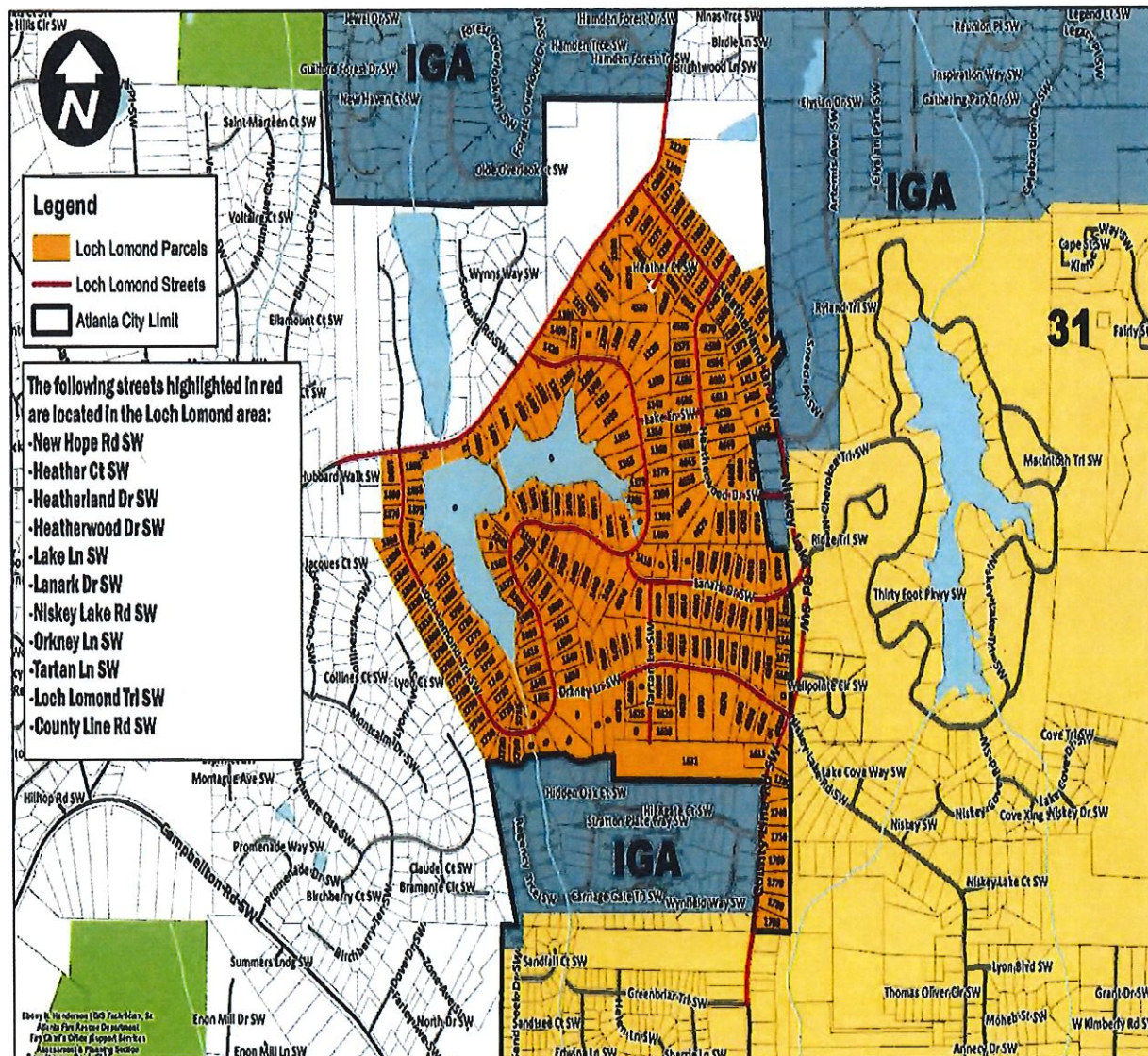
Martin's Park Area Overview

The residential area known as Martin's Park is located off of Fairburn Road in the City of South Fulton. Martin's Park is 11.66 acres and includes the streets of Winthrop Street, Newhalem Street, and Klondike Street. Martin's Park has 51 parcels and a population of approximately 143.



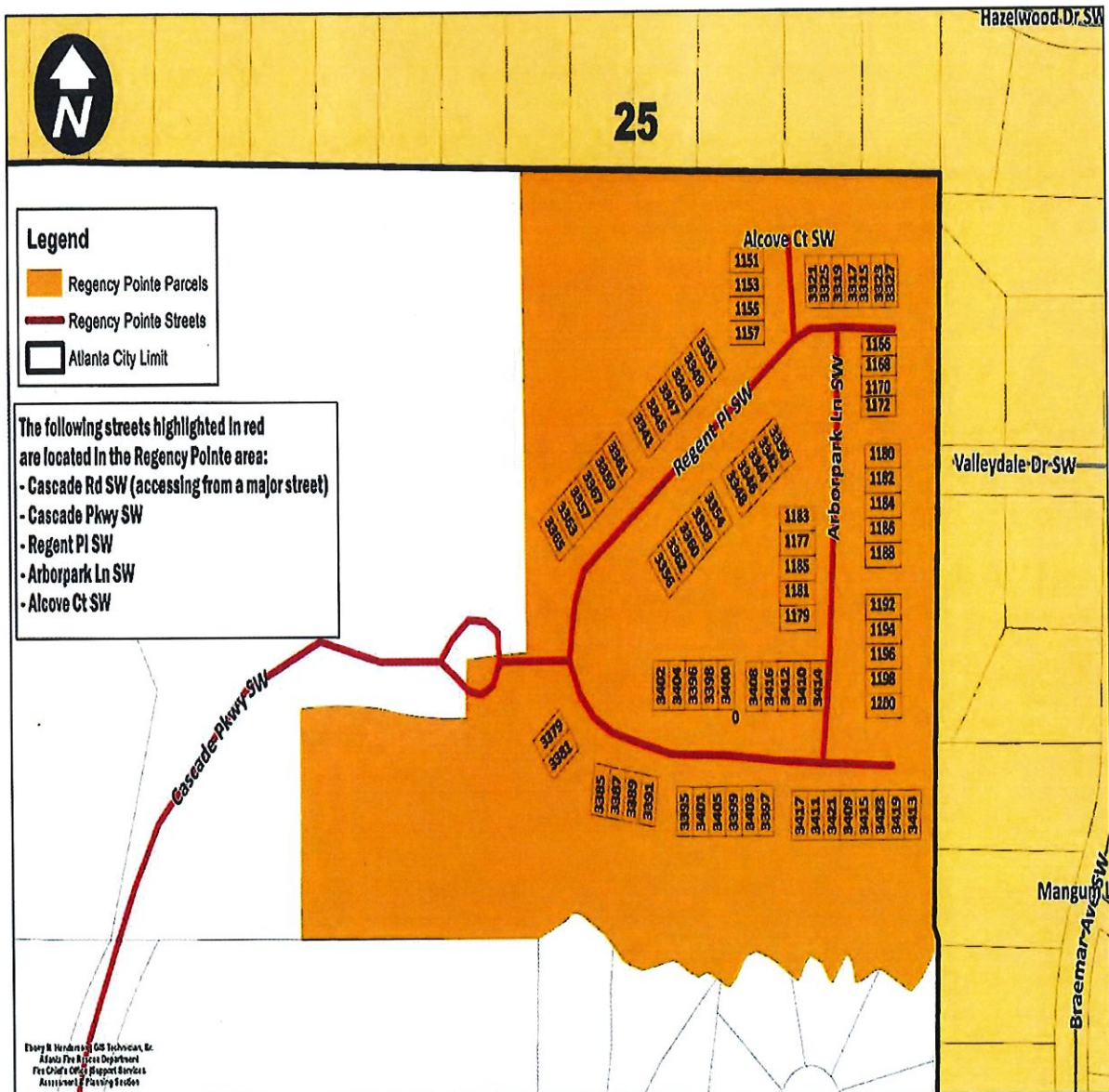
Loch Lomond Estates

The residential area known as **Loch Lomond Estates** is located off of Fairburn Road in the City of South Fulton. **Loch Lomond Estates** is 271 acres and includes streets of Loch Lomond Trail, New Hope Road, Heather Court, Heatherland Drive, Heatherwood Drive, Lake Lane, Lanark Drive, Niskey Lake, Orkney Lane, and Tartan Lane. Based on the 2010 Census, **Loch Lomond Estates** has 232 households and a population of approximately 680.



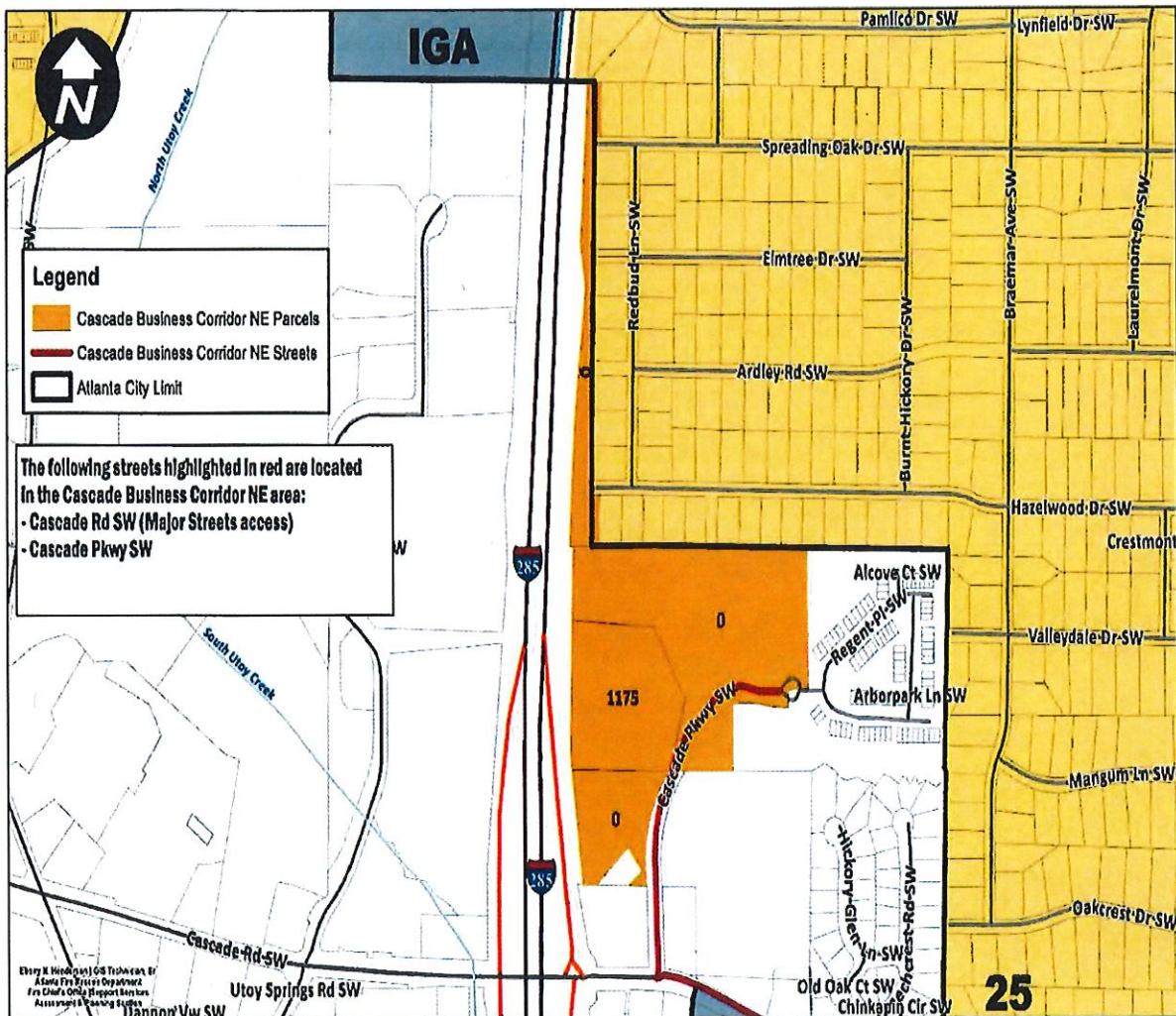
Regency Pointe

The residential area known as **Regency Pointe** is located off of Cascade Road in the City of South Fulton. **Regency Pointe** is 15.32 acres and includes the streets of Arbor Park Lane, Regent Place, and Alcove Court. **Regency Pointe** has 83 parcels and a population of approximately 192.



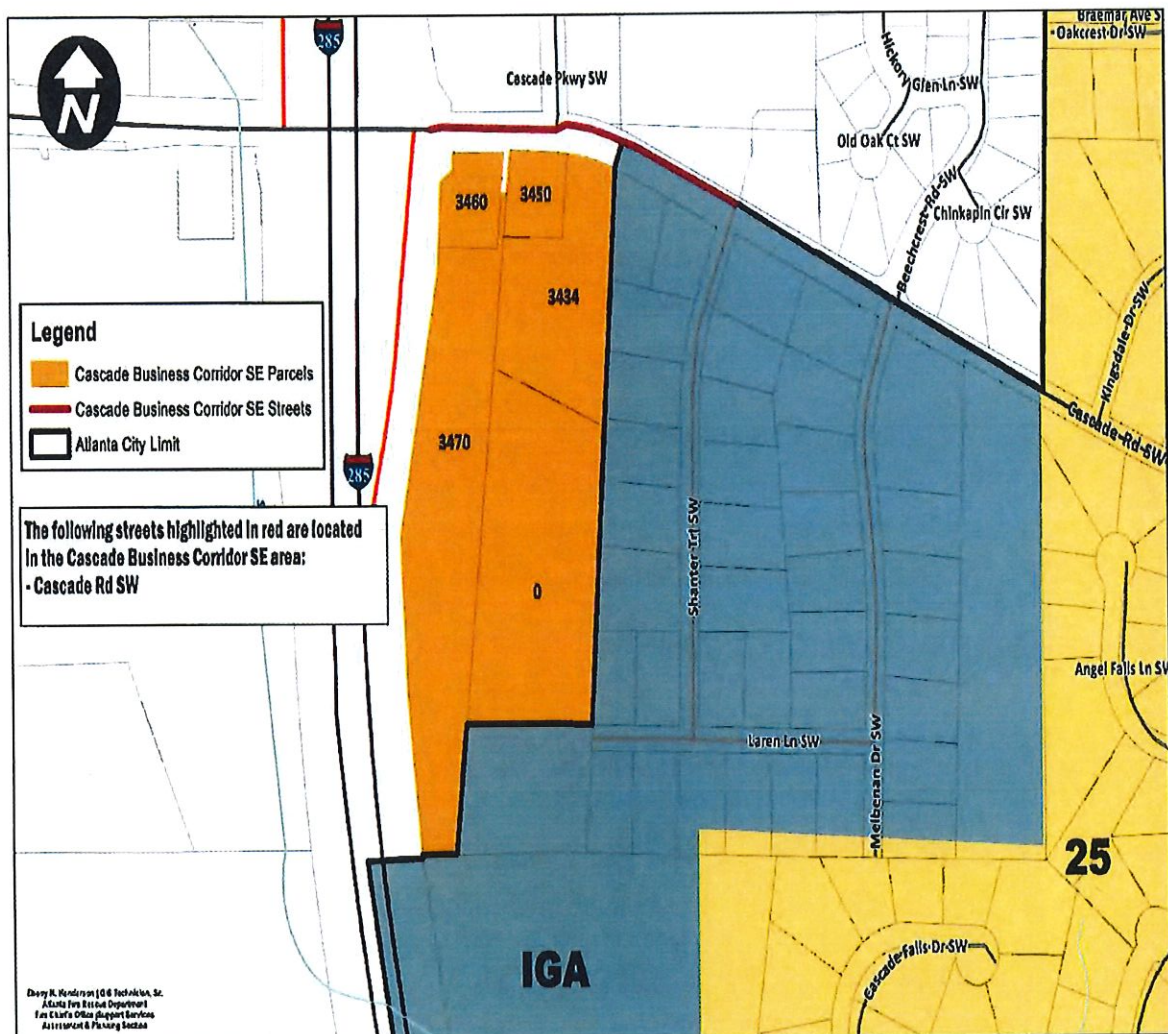
Northeast Cascade Business Corridor Area Overview

The commercial area known as **Northeast Cascade Business Corridor** is located off of Cascade Road in the City of South Fulton. **Northeast Cascade Business Corridor** is 23.64 acres and includes the streets of Cascade Road. **Northeast Cascade Business Corridor** has 4 parcels and no residential population.



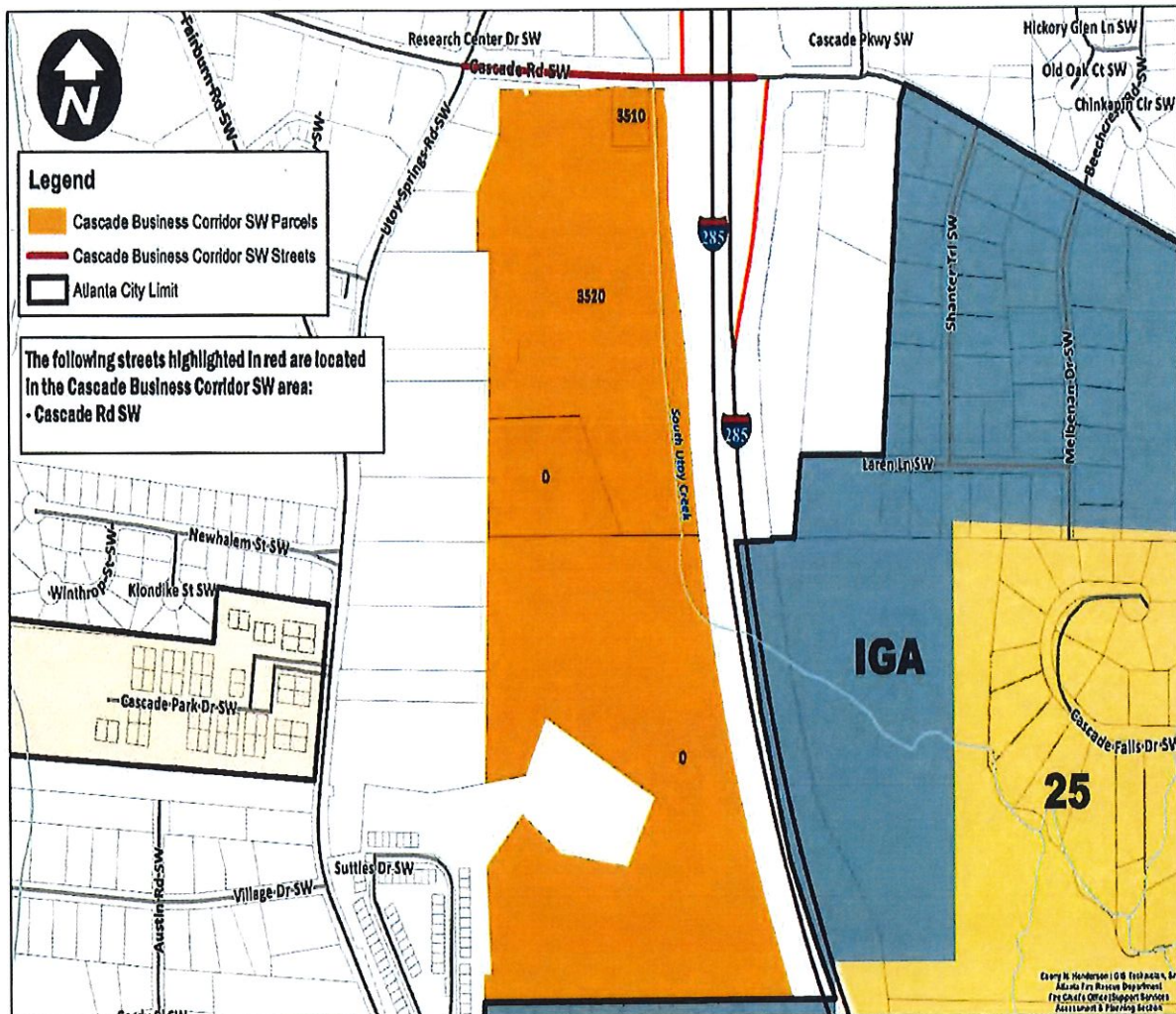
Southeast Cascade Business Corridor Area Overview

The commercial area known as **Southeast Cascade Business Corridor** is located off of Cascade Road in the City of South Fulton. **Southeast Cascade Business Corridor** has 4 parcels and no residential population.



Southwest Cascade Business Corridor Area Overview

The commercial area known as **Southwest Cascade Business Corridor** is located off of Cascade Road in the City of South Fulton. **Southwest Cascade Business Corridor** has 2 parcels and no residential population



STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RESOLUTION No. 2018-059

A RESOLUTION ESTABLISHING A PROCESS FOR THE APPOINTMENT OF LEGISLATIVE SPECIALIST AND FOR OTHER LAWFUL PURPOSES

(Sponsored by Councilperson Jackson)

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 duly elected governing authority of the City is the Mayor and City Council;

WHEREAS, Section 4.15 of the City Charter authorizes the City Council to establish personnel policies and procedures; and

WHEREAS, this Resolution is in the best interests of the health and general welfare of the City, its residents and general public.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE MAYOR AND CITY COUNCIL as follows:

Section 1.

- a. **Appointment.** City Council legislative specialist hired from the effective date of this Resolution shall be selected and appointed by the Councilmember to whom they will assist, in coordination with the Human Resources Department. An advertisement for candidates may be issued by the Human Resource, at a Councilmembers' election.
- b. **Supervision.** Legislative specialist shall work under the supervision and direction of the Councilmember by whom they were appointed. Legislative specialist shall serve at will, and may be removed by their assigned Councilmember, with or without cause, in coordination with the Human Resources Department. Unless earlier removed, legislative specialist shall serve the length of their appointing Councilmembers' term.

42 **Section 2.** It is hereby declared to be the intention of the Mayor and Council that: (a)
43 All sections, paragraphs, sentences, clauses and phrases of this Resolution are or
44 were, upon their enactment, believed by the City Council to be fully valid, enforceable
45 and constitutional.

46 (b) To the greatest extent allowed by law, each and every section, paragraph, sentence,
47 clause or phrase of this Resolution is severable from every other section, paragraph,
48 sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause
49 or phrase of this Resolution is mutually dependent upon any other section, paragraph,
50 sentence, clause or phrase of this Resolution.

51 (c) In the event that any phrase, clause, sentence, paragraph or section of this
52 Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or
53 otherwise unenforceable by the valid judgment or decree of any court of competent
54 jurisdiction, it is the express intent of the City Council that such invalidity,
55 unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not
56 render invalid, unconstitutional or otherwise unenforceable any of the remaining
57 phrases, clauses, sentences, paragraphs or sections of the Resolution.

58 **Section 3.** All Resolutions and parts of Resolutions in conflict herewith are hereby
59 expressly repealed.

60 **Section 4.** The effective date of this Resolution shall be October 1, 2018 unless
61 provided otherwise by the City Charter or state and/or federal law.

62
63 **Section 5. Instruction to City Clerk.** The City Clerk is hereby instructed to
64 circulate a copy of this Resolution to the City Council Legislative Specialist.

65 The foregoing **RESOLUTION No. 2018-059**, adopted on **October 9, 2018** was offered
66 by Councilmember **khalid**, who moved its approval. The motion was seconded by
67 Councilmember **Jackson**, and being put to a vote, the result was as follows:
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69

	AYE	NAY
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71		
72 William "Bill" Edwards, Mayor	☒	☐
73 Mark Baker, Mayor Pro Tem	☒	☐
74 Catherine Foster Rowell	☒	☐
75 Carmalitha Lizandra Gumbs	☒	☐
76 Helen Zenobia Willis	☒	☐
77 Gertrude Naeema Gilyard	☒	☐
78 Rosie Jackson	☒	☐
79 khalid kamau	☒	☐
80		
81		
82		

83 THIS RESOLUTION adopted this 9th day of October 9, 2018, CITY OF SOUTH
84 FULTON, GEORGIA.
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91 WILLIAM "BILL" EDWARDS, MAYOR
92
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97 ATTEST:

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101 MARK MASSEY, CITY CLERK
102
103



104 ITEM# Res 2018-059 DATE 10 / 09 / 2018
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108 APPROVED AS TO FORM:

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111
112 EMILIA C. WALKER, CITY ATTORNEY
113
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1 **STATE OF GEORGIA**
2 **COUNTY OF FULTON**
3 **CITY OF SOUTH FULTON**
4

5 **RESOLUTION NO. 2018-061**
6

7 **A RESOLUTION OF THE CITY OF SOUTH FULTON REQUESTING AND**
8 **AUTHORIZING THE LOCAL DELEGATION TO INTRODUCE LEGISLATION AT THE**
9 **REGULAR 2019 SESSION OF THE GENERAL ASSEMBLY OF THE STATE OF**
10 **GEORGIA TO AUTHORIZE A REFERENDUM ELECTION FOR THE CITY'S**
11 **EXERCISE OF REDEVELOPMENT AND OTHER POWERS AND FOR OTHER**
12 **LAWFUL PURPOSES**

13
14 **(Sponsored by Councilperson Willis)**

15
16 **WHEREAS**, the City of South Fulton ("City") is a municipal corporation duly
17 organized and existing under the laws of the State of Georgia;
18

19 **WHEREAS**, the Mayor and Council ("City Council") is the duly elected governing
20 authority of the City;
21

22 **WHEREAS**, the City Charter Section 3:10 authorizes the City to "adopt and
23 provide for the execution of such ordinances, resolutions, rules, and regulations, not
24 inconsistent with this charter and with the Constitution and the laws of the State of
25 Georgia;"
26

27 **WHEREAS**, Article IX, Section II, Paragraph VII(b) of the Georgia Constitution
28 authorizes the General Assembly by local law, to grant to the City all redevelopment
29 and other powers under Chapter 44 of Title 36 of the O.C.G.A., the "Redevelopment
30 Powers Law," as amended, to undertake and carry out community redevelopment, to
31 create tax allocation districts, to issue tax allocation bonds, and to incur other
32 obligations and to exercise redevelopment powers as fully as the "Redevelopment
33 Powers Law" may now or hereafter permit and not to limit any redevelopment powers
34 permitted under the "Redevelopment Powers Law;"
35

36 **WHEREAS**, the Georgia Constitution further provides that no local law of the
37 General Assembly granting the City all redevelopment and other powers under the
38 "Redevelopment Powers Law" shall become effective unless approved in a referendum
39 by a majority of the qualified voters voting thereon in the City;
40

41 **WHEREAS**, the City wishes to convey its desire to have local legislation granting
42 the City all redevelopment and other powers under the "Redevelopment Powers Law"
43 and calling for a referendum election submitting this local legislation to the electors of
44 the City for approval or rejection; and
45

46 **WHEREAS**, the City Council finds this Resolution to be in the best interest of the
47 City, its residents and the general public.

48 **NOW, THERFORE, THE MAYOR AND CITY COUNCIL OF SOUTH FULTON,**
49 **GEORGIA, HEREBY RESOLVES:**

50 **Section 1:**

51
52 **A. REQUEST TO LOCAL LEGISLATIVE DELEGATION:** The City respectfully
53 requests that the local legislative delegation introduce legislation at the 2019
54 session of the Georgia General Assembly granting the City all redevelopment
55 and other powers under the "Redevelopment Powers Law," as amended, and
56 authorizing an election in the City concerning the approval or rejection of local
57 legislation granting the City all redevelopment and other powers under the
58 "Redevelopment Powers Law," as amended. The local act shall authorize the
59 City to undertake and carry out community redevelopment, to create tax
60 allocation districts, to issue tax allocation bonds, and to incur other obligations
61 within the meaning of and as fully permitted under the provisions of Article IX,
62 Section II, Paragraph VII(b) of the Constitution of the State of Georgia of 1983,
63 as amended, and to authorize the City to exercise redevelopment powers as
64 fully as the "Redevelopment Powers Law" may now or hereafter permit and not
65 to limit any redevelopment powers permitted under the "Redevelopment Powers
66 Law."

67
68 *****

69 **Section 2.** It is hereby declared to be the intention of the City Council that: (a) All
70 sections, paragraphs, sentences, clauses and phrases of this Resolution are or were,
71 upon their enactment, believed by the City Council to be fully valid, enforceable and
72 constitutional.

73 (b) To the greatest extent allowed by law, each and every section, paragraph,
74 sentence, clause or phrase of this Resolution is severable from every other section,
75 paragraph, sentence, clause or phrase of this Resolution. No section, paragraph,
76 sentence, clause or phrase of this Resolution is mutually dependent upon any other
77 section, paragraph, sentence, clause or phrase of this Resolution.

78 (c) In the event that any phrase, clause, sentence, paragraph or section of this
79 Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or
80 otherwise unenforceable by the valid judgment or decree of any court of competent
81 jurisdiction, it is the express intent of the City Council that such invalidity,
82 unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not
83 render invalid, unconstitutional or otherwise unenforceable any of the remaining
84 phrases, clauses, sentences, paragraphs or sections of the Resolution.

85 **Section 3.** All Resolutions and parts of Resolutions in conflict herewith are hereby
86 expressly repealed.

87 **Section 4.** The effective date of this Resolution shall be the date of adoption unless
88 provided otherwise by the City Charter or state and/or federal law.

89
90 **Section 5. *Instruction to City Clerk.*** The City Clerk is hereby instructed to email
91 copies of this Resolution to all members of the local legislative delegation.
92

The foregoing **RESOLUTION No. 2018-061**, adopted on **October 9, 2018** was offered by **Mayor Pro Tem Baker**, who moved its approval. The motion was seconded by Councilmember **khalid**, and being put to a vote, the result was as follows:

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

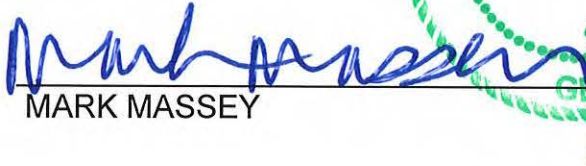
111 THIS RESOLUTION adopted this 9th day of October 2018. CITY OF SOUTH
112 FULTON, GEORGIA.
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120 WILLIAM "BILL" EDWARDS, MAYOR
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126 ATTEST:
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130 MARK MASSEY
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133 ITEM# Res 2018-061 DATE 10 / 9 / 2018
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137 APPROVED AS TO FORM:
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141 EMILIA C. WALKER, CITY ATTORNEY

1 STATE OF GEORGIA
2 COUNTY OF FULTON
3 CITY OF SOUTH FULTON
4

5 RESOLUTION NO. 2018-062
6

7 A RESOLUTION TO PROMOTE TOURISM AND DEVELOPMENT; TO INCREASE
8 THE HOTEL/MOTEL TAX CHARGED WITHIN THE CITY FROM FIVE TO EIGHT
9 PERCENT AND FOR OTHER LAWFUL PURPOSES
10

11 (Sponsored by Councilperson Willis)
12

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

15 WHEREAS, the Mayor and Council ("City Council") is the duly elected governing
16 authority of the City;
17

18 WHEREAS, pursuant to State law, O.C.G.A. § 48-13-50 et seq., the City is
19 authorized to levy an excise tax on the hotels and motels within the City (hereinafter a
20 "hotel/motel tax"), the general purpose of which is to promote, attract, stimulate, and
21 develop conventions and tourism within the City and for the provision of other local
22 government services;
23

24 WHEREAS, pursuant to State law, the City currently provides for a tax rate of
25 five percent of the amount paid for a guest room in a hotel or motel within the City,
26 unless an exemption applies;
27

28 WHEREAS, pursuant to O.C.G.A. § 48-13-50(b)(2), the City may charge a
29 hotel/motel tax at a rate up to eight percent, provided that the City adopts a resolution
30 specifying the tax rate, identifying the projects or tourism product development purposes
31 to be funded by the tax, and specifying the allocation of proceeds;
32

33 WHEREAS, subsequent to the adoption of any such resolution, any such
34 hotel/motel tax must be approved through the enactment of a local Act by the Georgia
35 General Assembly;

36 WHEREAS, the City Council finds it in the public interest to increase the City's
37 hotel/motel tax rate to eight percent, for the purpose of funding items such as
38 infrastructure projects which appeal to and support visitors' experience, museums, art
39 galleries, parks, trails, and other recreational facilities, performing arts facilities, corridor
40 and gateway improvements, signage and any/all other physical improvements
41 associated with a community "branding" campaign; and
42

43 WHEREAS, the City Council finds this Resolution to be in the best interest of the
44 City, its residents and the general public.

45 **NOW, THEREFORE, THE MAYOR AND CITY COUNCIL OF SOUTH FULTON,**
46 **GEORGIA, HEREBY RESOLVES:**

47 **Section 1:** The City Council hereby requests that legislation be presented at the
48 next session of the Georgia General Assembly, establishing a hotel/motel excise tax
49 pursuant to O.C.G.A. § 48-13-51(b) on the following terms:

- 50 (1) The rate of the tax shall be eight percent of the charge for the furnishing for value
51 to the public of any room or rooms, lodgings, or accommodations furnished by any
52 person or legal entity licensed by, or required to pay business or occupation taxes
53 to, the City of South Fulton, for operating within the City a hotel, motel, inn, lodge,
54 tourist camp, tourist cabin, campground, or any other place in which rooms,
55 lodgings, or accommodations are regularly or periodically furnished for value.
56
57 (2) The tourism product development projects to be supported by this excise tax are
58 designated to support and fund visitors' experience, museums, art galleries,
59 parks, trails, and other recreational facilities, performing arts facilities, corridor and
60 gateway improvements, signage and any/all other physical improvements
61 associated with a community "branding" campaign.
62

63 The proceeds of the hotel motel excise tax shall be allocated as follows:

- 64
65 (1) 3 ½% shall be allocated for the purpose of promoting tourism, conventions
66 and trade shows within the City of South Fulton;
67
68 (2) 1 ½% shall be allocated towards tourism product development purposes,
69 including renovations to infrastructure and other City attractions, corridor
70 and gateway improvements, and signage and any/all other physical
71 improvements associated with a community "branding" campaign and any
72 other permissible use under O.C.G.A. § 48-13-50 et seq.; and
73
74 (3) 3% shall be allocated to the general fund of the City of South Fulton.
75
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77 *****

78 **Section 2.** It is hereby declared to be the intention of the City Council that: (a) All
79 sections, paragraphs, sentences, clauses and phrases of this Resolution are or were,
80 upon their enactment, believed by the City Council to be fully valid, enforceable and
81 constitutional.

82 (b) To the greatest extent allowed by law, each and every section, paragraph,
83 sentence, clause or phrase of this Resolution is severable from every other section,
84 paragraph, sentence, clause or phrase of this Resolution. No section, paragraph,
85 sentence, clause or phrase of this Resolution is mutually dependent upon any other
86 section, paragraph, sentence, clause or phrase of this Resolution.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution.

Section 3. All Resolutions and parts of Resolutions in conflict herewith are hereby expressly repealed.

Section 4. The effective date of this Resolution shall be the date of adoption unless provided otherwise by the City Charter or state and/or federal law.

Section 5. *Instruction to City Clerk.* The City Clerk is hereby instructed to email copies of this Resolution to all members of the local legislative delegation.

The foregoing **RESOLUTION No. 2018-062**, adopted on **October 9, 2018** was offered by Councilmember **Willis** who moved its approval. The motion was seconded by **Mayor Pro Tem Baker**, and being put to a vote, the result was as follows:

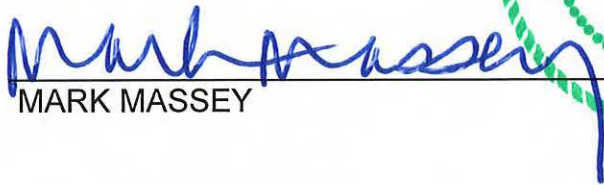
	AYE	NAY
William "Bill" Edwards, Mayor	☒	☐
Mark Baker, Mayor Pro Tem	☒	☐
Catherine Foster Rowell	☐	☒
Carmalitha Lizandra Gumbs	☐	☒
Helen Zenobia Willis	☒	☐
Gertrude Naeema Gilyard	☒	☐
Rosie Jackson	☒	☐
khalid kamau	☐	☒

150 THIS RESOLUTION adopted this 9th day of October 2018. CITY OF SOUTH
151 FULTON, GEORGIA.
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158 WILLIAM "BILL" EDWARDS, MAYOR
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162 ATTEST:
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167 MARK MASSEY
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170 ITEM# Res 2018-062 DATE 10 / 9 / 2018
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174 APPROVED AS TO FORM:
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176 
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178 EMILIA C. WALKER, CITY ATTORNEY

1 STATE OF GEORGIA
2 COUNTY OF FULTON
3 CITY OF SOUTH FULTON
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6 RESOLUTION No. 2018-064

7
8 A RESOLUTION ESTABLISHING A PLAN FOR AN INCREASED MINIMUM WAGE
9 FOR CITY OF SOUTH FULTON EMPLOYEES AND FOR OTHER LAWFUL
10 PURPOSES
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12 (Sponsored by Mayor Pro Tem Baker and Councilperson kamau)

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14 WHEREAS, the City of South Fulton ("City") is a municipal corporation duly
15 organized and existing under the laws of the State of Georgia;
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17 WHEREAS, the duly elected governing authority of the City is the Mayor and
18 Council thereof ("City Council");
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20 WHEREAS, Section 4.15 of the City Charter authorizes the City Council to put
21 rules and regulations in place concerning the pay for persons employed by the City;
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23 WHEREAS, the City Council finds that earning a livable wage is critical to
24 employee survivability and morale;

25 WHEREAS, the City Council finds that establishing a reasonable minimum wage
26 will help to boost the economy and worker productivity and reduce poverty, income
27 inequality and employee turnover; and

28 WHEREAS, the City Council finds consideration of a Fifteen (\$15) Dollar hourly
29 minimum wage for persons employed by the City to be in the best interest of the City, its
30 residents and the general public.

31 NOW THEREFORE, THE COUNCIL OF THE CITY OF SOUTH FULTON
32 HEREBY RESOLVES AS FOLLOWS:
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34 Section 1. The City Council hereby acknowledges its intent to increase the
35 hourly minimum wage for City employees to Fifteen (\$15) Dollars effective as of the
36 commencement of Fiscal Year 2020. The City hereby instructs any vendor conducting
37 a classification and compensation study for the City to incorporate the City's intent to
38 increase the City's minimum wage as set further herein.
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43 **Section 2.** It is hereby declared to be the intention of the City Council that:

44 (a) All sections, paragraphs, sentences, clauses and phrases of this Resolution
45 are, or were, upon their enactment, believed by the City Council to be fully valid,
46 enforceable and constitutional.

47 (b) To the greatest extent allowed by law, each and every section, paragraph,
48 sentence, clause or phrase of this Resolution is severable from every other section,
49 paragraph, sentence, clause or phrase of this Resolution. No section, paragraph,
50 sentence, clause or phrase of this Resolution is mutually dependent upon any other
51 section, paragraph, sentence, clause or phrase of this Resolution.

52 (c) In the event that any phrase, clause, sentence, paragraph or section of this
53 Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or
54 otherwise unenforceable by the valid judgment or decree of any court of competent
55 jurisdiction, it is the express intent of the City Council that such invalidity,
56 unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not
57 render invalid, unconstitutional or otherwise unenforceable any of the remaining
58 phrases, clauses, sentences, paragraphs or sections of the Resolution.

59 **Section 3.** All Resolutions and parts of Resolutions in conflict herewith are
60 hereby expressly repealed.

61 **Section 4.** The effective date of this Resolution shall be the date of adoption
62 unless provided otherwise by the City Charter or state and/or federal law.
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64

The foregoing **RESOLUTION No. 2018-064**, adopted on **October 9, 2018** was offered by **Mayor Pro Tem Baker**, who moved its approval. The motion was seconded by Councilmember **khalid**, and being put to a vote, the result was as follows:

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

83 THIS RESOLUTION adopted this 9th day of October 9, 2018. CITY OF SOUTH
84 FULTON, GEORGIA.
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92 WILLIAM "BILL" EDWARDS, MAYOR
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98 ATTEST:

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100 
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102 MARK MASSEY, CITY CLERK



103
104
105 ITEM# Les2018-064 DATE 10 / 9 / 2018
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110 APPROVED AS TO FORM:

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112

113
114 EMILIA C. WALKER, CITY ATTORNEY
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