

STATE OF GEORGIA  
COUNTY OF FULTON  
CITY OF SOUTH FULTON

RES2022-033

**A RESOLUTION APPROVING A USE LEASE AGREEMENT BETWEEN THE CITY OF SOUTH FULTON, GEORGIA AND FULTON COUNTY, GEORGIA FOR USE OF THE WOLF CREEK AMPHITHEATER; AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE THE LEASE AND RELATED DOCUMENTS; AUTHORIZING THE CITY ATTORNEY TO APPROVE THE LEASE AND RELATED DOCUMENTS AS TO FORM PRIOR TO EXECUTION; AND FOR OTHER PURPOSES**

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

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

**WHEREAS**, the Georgia Constitution, Article IX, Sec. II, Par. III (b)(2) and City Charter § 1.12 (b)(7) allows for the City to enter into contracts, leases and/or intergovernmental agreements with other counties or municipalities; and

**WHEREAS**, the City, pursuant to Section 3.10 (b) of its Charter, has the authority to adopt and provide for resolutions, rules, and regulations, not inconsistent with the Charter and with the Constitution and laws of the State of Georgia; and

**WHEREAS**, Fulton County ("County") currently owns a 42.9-acre site located at 0 Vandiver Road, South Fulton, Fulton County, Georgia, on which is situated the Wolf Creek Amphitheater (the "WCA") as well as a building known as the County's Public Safety Training Center (the "PSTC"); and

**WHEREAS**, the County currently owns property adjacent to the Wolf Creek Amphitheater ("Wolf Creek Amphitheater Site") that contain paved parking lot facilities utilized by both the WCA and PSTC; and

**WHEREAS**, the County currently owns property adjacent to the Wolf Creek Amphitheater Site, which are part of the closed Merk Mills Landfill, portions of which have historically been used for parking during outdoor live music concerts, plays, performances, festivals, and other events held at WCA; and

**WHEREAS**, pursuant to Article 10 of that certain Intergovernmental Agreement for the Transfer of Certain Assets and Provision of Certain Services between Fulton County, Georgia and the City of South Fulton, Georgia, dated February 25, 2020 (the "Transfer IGA"), as amended by that certain First Amendment to the Intergovernmental Agreement for the Transfer of Certain Assets and Provision of Certain Services between Fulton County, Georgia and the City of South Fulton, Georgia, dated March 4, 2020 (the "First

Amendment”) (collectively the Transfer IGA and the First Amendment are the “IGA”), the County and City contemplate that the County will transfer the Wolf Creek Amphitheater Site as well as adjacent property to the City of South Fulton (“City”) upon the happening of certain conditions precedent in accordance with the terms of the IGA; and

**WHEREAS**, the City and County are actively working to resolve any remaining legal impediments that would prevent the full transfer of the WCA, and other identified parcels contemplated by the Transfer IGA to be effectuated and finalized; and

**WHEREAS**, the City and County have negotiated a use lease agreement (the “Lease”), attached hereto in substantial form as Exhibit A, attached hereto and incorporated by reference, for the Wolf Creek Amphitheater Site in order to allow the City to further use the Wolf Creek Amphitheater Site while the entities actively work to resolve any remaining legal impediments that would prevent the full transfer contemplated by the Transfer IGA to be effectuated and finalized; and

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

**THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES**  
as follows:

**Section 1.** The City Council hereby approves the Lease, attached hereto in substantial form as Exhibit A, between Fulton County, as Lessor, and the City of South Fulton, as Lessee.

**Section 2.** It is hereby declared to be the intention of the City Council that:

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

(b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Resolution is severable from every other section, paragraph, sentence, clause, or phrase of this Resolution. No section, paragraph, sentence, clause, or phrase of this Resolution is mutually dependent upon any other 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.** the City Council hereby authorizes the City Attorney to approve the Lease as to form and to make changes thereto to protect the interests of the City prior to its execution. Additionally, the City Attorney and City Clerk are authorized to make any further editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes. The final version of all resolutions shall be filed with the City Clerk.

**Section 4.** The Mayor or City Manager is authorized to execute the final Lease.

**Section 5.** All resolutions or parts thereof that are in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

**Section 6.** The effective date of this Resolution shall be from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

**[signatures and voting tabulations appear on the following page]**

The foregoing RESOLUTION No. 2022-033, adopted on May 25, 2022 was offered by Councilmember Gumbs, who moved its approval. The motion was seconded by Councilmember Willis, and being put to a vote, the result was as follows:


	AYE	NAY
khalid kamau, Mayor	_____	_____
Carmalitha Gumbs	X	_____
Catherine Foster Rowell	X	_____
Helen Zenobia Willis	X	_____
Jaceey Sebastian	X	_____
Corey Reeves, Mayor Pro Tem	X	_____
Natasha Williams	X	_____
VACANT	_____	_____

THIS RESOLUTION adopted this 25<sup>th</sup> day of May 2022.

**CITY OF SOUTH FULTON, GEORGIA**

\_\_\_\_\_  
khalid kamau, MAYOR

ATTEST:

  
\_\_\_\_\_  
COREY E. ADAMS, SR., CITY CLERK



APPROVED AS TO FORM:

  
\_\_\_\_\_  
VINCENT D. HYMAN, CITY ATTORNEY



## MAYOR'S SIGNATURE PAGE

The mayor, within ten (10) business days following receipt of an ordinance, resolution, or other action adopted by the city council shall return it to the city clerk with or without the mayor's approval or with the mayor's veto. If an ordinance, resolution, or other action adopted by the city council has been approved by the mayor or if it is returned to the city clerk neither approved nor disapproved, it shall become law upon its return to the city clerk. However, if the mayor fails to return an ordinance, resolution, or other action adopted by the city council to the city clerk within ten (10) business days of receipt, it shall become law at 12:00 Midnight on the tenth business day after receipt. If the ordinance, resolution, or other action adopted by the city council is vetoed by the mayor, the mayor shall submit to city council, through the city clerk, the reasons for the mayor's veto. The city clerk shall record upon the ordinance the date of its delivery to and its receipt from the mayor.

The mayor acknowledges receipt of the noted Item listed below:

**Date of Adoption: May 25, 2022    Item Number: RES2022-033**

**Subject: A RESOLUTION APPROVING A USE LEASE AGREEMENT BETWEEN THE CITY OF SOUTH FULTON, GEORGIA AND FULTON COUNTY, GEORGIA FOR USE OF THE WOLF CREEK AMPHITHEATER; AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE THE LEASE AND RELATED DOCUMENTS; AUTHORIZING THE CITY ATTORNEY TO APPROVE THE LEASE AND RELATED DOCUMENTS AS TO FORM PRIOR TO EXECUTION; AND FOR OTHER PURPOSES**

**Date Received by Mayor: May 26, 2022**

APPROVED

DISAPPROVED

**Mayor's Signature: \_\_\_\_\_**  
khalid kamau

**Date to City Clerk' Office: \_\_\_\_\_**

*\* Mayor did not sign. n*

1 **A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN FULTON COUNTY,**  
2 **GEORGIA AND THE CITY OF SOUTH FULTON, GEORGIA FOR USE OF THE WOLF**  
3 **CREEK AMPHITHEATER; AUTHORIZING THE CHAIRMAN OR COUNTY MANAGER**  
4 **TO EXECUTE THE LEASE AND RELATED DOCUMENTS; AUTHORIZING THE**  
5 **COUNTY ATTORNEY TO APPROVE THE LEASE AND RELATED DOCUMENTS AS**  
6 **TO FORM PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.**

7 **WHEREAS**, Fulton County ("County") currently owns a 42.9 acre site located at 0  
8 Vandiver Road, South Fulton, Fulton County, Georgia, on which is situated the Wolf  
9 Creek Amphitheater (the "WCA") as well as a building known as the County's Public  
10 Safety Training Center (the "PSTC"); and

11 **WHEREAS**, the County currently owns property adjacent to the Wolf Creek  
12 Amphitheater ("Wolf Creek Amphitheater Site") that contain paved parking lot facilities  
13 utilized by both the WCA and PSTC; and

14 **WHEREAS**, the County currently owns property adjacent to the Wolf Creek  
15 Amphitheater Site, which are part of the closed Merk Mills Landfill, portions of which have  
16 historically been used for parking during outdoor live music concerts, plays,  
17 performances, festivals, and other events held at WCA; and

18 **WHEREAS**, pursuant to Article 10 of that certain *Intergovernmental Agreement for*  
19 *the Transfer of Certain Assets and Provision of Certain Services between Fulton County,*  
20 *Georgia and the City of South Fulton, Georgia*, dated February 25, 2020 (the "Transfer  
21 IGA"), as amended by that certain *First Amendment to the Intergovernmental Agreement*  
22 *for the Transfer of Certain Assets and Provision of Certain Services between Fulton*  
23 *County, Georgia and the City of South Fulton, Georgia*, dated March 4, 2020 (the "First  
24 Amendment") (collectively the Transfer IGA and the First Amendment are the "IGA"), the  
25 County and City contemplate that the County will transfer the Wolf Creek Amphitheater  
26 Site as well as adjacent property to the City of South Fulton ("City") upon the happening  
27 of certain conditions precedent in accordance with the terms of the IGA; and

28 **WHEREAS**, the County and the City are actively working to satisfy the conditions  
29 precedent so as to allow for the full transfer of the WCA and other identified parcels  
30 contemplated by the Transfer IGA to be effectuated and finalized; and

31 **WHEREAS**, the County and City have negotiated a lease agreement (the "Lease"),  
32 attached hereto in substantial form as Exhibit A, attached hereto and incorporated by

1 reference, for the Wolf Creek Amphitheater Site in order for to allow the City to further  
2 use the Wolf Creek Amphitheater Site while they actively work to satisfy the conditions  
3 precedent so as to allow for the full transfer contemplated by the Transfer IGA to be  
4 effectuated and finalized; and

5 **WHEREAS**, Article 9, § 2, Par. 1(a) of the Georgia Constitution states in part “[t]he  
6 governing authority of each county shall have legislative power to adopt clearly  
7 reasonable ordinances, resolutions, or regulations relating to its property, affairs, and  
8 local government for which no provision has been made by general law and which is not  
9 inconsistent with this Constitution or any local law applicable thereto.”

10 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby  
11 approves the Lease, attached hereto in substantial form as Exhibit A, between Fulton  
12 County, as Lessor, and the City of South Fulton, as Lessee.

13 **BE IT FURTHER RESOLVED**, that the Board of Commissioners hereby  
14 authorizes the Chairman, or in the Chairman's absence the Vice-Chair or County  
15 Manager, to execute the Lease and other documents necessary to implement the  
16 requirements of the Lease.

17 **BE IT FURTHER RESOLVED**, that the Board of Commissioners hereby  
18 authorizes the County Attorney to approve the Lease as to form and to make changes  
19 thereto to protect the interests of the County prior to its execution.

20 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its  
21 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution  
22 are hereby repealed to the extent of the conflict.

23 **SO PASSED AND ADOPTED**, this 4<sup>th</sup> day of May, 2022.

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**FULTON COUNTY BOARD OF  
COMMISSIONERS**

**SPONSORED BY:**

  
\_\_\_\_\_  
Robert L. Pitts, Chairman

1 ATTEST:

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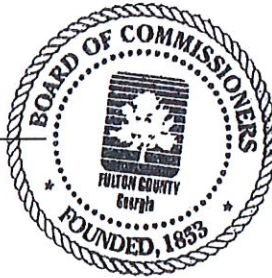
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Tonya R. Grier  
Tonya R. Grier, Clerk of Commission



APPROVED AS TO FORM:

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Y. Soo Jo  
Y. Soo Jo  
County Attorney

P:\CA\Legislation\DREAM\5.4.22.Resolution Approving Lease Agreement with COSF re WCA.Pitts.docx