

**A RESOLUTION BY  
COUNCILMEMBER SHERRY DORSEY  
AS SUBSTITUTED BY THE FINANCE/EXECUTIVE COMMITTEE**

**A RESOLUTION TO AUTHORIZE THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH DEKALB COUNTY, GEORGIA, AND EAST LAKE SHOPPING CENTER, INC. CONSENTING TO THE ALLOCATION OF GOVERNMENT SERVICES TO BE PROVIDED TO PROPERTY OWNED AND DEVELOPED BY EAST LAKE SHOPPING CENTER, INC. WHICH IS LOCATED IN BOTH THE CITY OF ATLANTA AND DEKALB COUNTY, GEORGIA WHICH WILL TRAVERSE JURISDICTIONAL BOUNDARIES; AND FOR OTHER PURPOSES.**

**WHEREAS**, East Lake Shopping Center, Inc., a Georgia non-profit corporation ("ELSC"), is the owner of certain real property located at Glenwood Avenue and Fayetteville Road; and

**WHEREAS**, the Property is located both in the City (within DeKalb County) and in unincorporated DeKalb County; and

**WHEREAS**, ELSC proposes to develop the property and construct improvements thereon consisting of a grocery store and related parking (the "Improvements"), such Improvements to be located in both the City and in unincorporated DeKalb County (hereinafter referred to as the "Project"); and

**WHEREAS**, that portion of the Project which will be located in the City contains no buildings and consists only of a portion of the required parking spaces for the grocery store structure located wholly on the DeKalb County portion of the Project; and

**WHEREAS**, in order to ensure the orderly, economical and logical provision of certain public services to the Property, an Intergovernmental Agreement between the City of Atlanta and DeKalb County is desirable to resolve any potential governmental conflicts concerning permissible signage related to the project which is bisected by jurisdictional lines; and

**WHEREAS**, ELSC wishes to construct a freestanding business identification sign on that portion of the Project situated in the City; and



**WHEREAS**, there are no "structures" as defined by the City's Zoning Ordinance on the portion of the Property located within the City and ELSC is thereby limited to constructing a sign as if the portion of the Project located in the City is a separate lot with no structures thereon; and

**WHEREAS**, the City and DeKalb County agree that it is appropriate to treat the entire Property as one lot, subject to the City's sign regulations contained within its Zoning Ordinance, for purposes of determining its compliance with free standing business identification sign regulations; and

**WHEREAS**, Article IX, Section II, Paragraph (3)(1 ) of the Georgia Constitution authorizes and requires local governments to enter into agreements with each other for the provision of certain permitting services outside of their jurisdictional Limits, and more particularly in circumstances where they otherwise would be duplicating permitting services:

**WHEREAS**, the Council of the City of Atlanta deems it to be in the best interests of the City to enter into such an Intergovernmental Agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA AS FOLLOWS":**

**SECTION ONE:**

That the Mayor be authorized to execute an Intergovernmental Agreement on behalf of the City of Atlanta with DeKalb County which resolves any conflict or provision of overlapping services between jurisdictions.

**SECTION TWO**

That the Intergovernmental Agreement be in a form similar to that attached hereto. This agreement shall not be binding on the City, and the City shall not incur liability on same until it is approved as to form by the City Attorney, executed by the Mayor, and delivered to the contracting parties.

**SECTION THREE:**

That all resolutions and parts of resolutions in conflict herewith be waived for the purposes contained in this resolution.

**SECTION FOUR**

That all resolutions or parts of resolutions in conflict herewith are hereby rescinded.

A true copy,

*Rhonda Daughin Johnson*  
Municipal Clerk, CMC

ADOPTED by the Council  
APPROVED by the Mayor

AUG 06, 2001  
AUG 13, 2001



## **INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2001 by and between the CITY OF ATLANTA, a political subdivision of the State of Georgia (the "City") and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia ("DeKalb County").

### **WITNESSETH:**

WHEREAS, East Lake Shopping Center, Inc., a Georgia non-profit corporation duly qualified and authorized to conduct business in the State of Georgia ("ELSC"), is the owner of certain real property (the "Property"); which Property is located both in the City (within DeKalb County) and in unincorporated DeKalb County; and

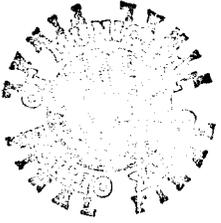
WHEREAS, ELSC proposes to develop the property and construct improvements thereon consisting of a grocery store and related parking (the "Improvements"), such Improvements to be located in both the City and in unincorporated DeKalb County (hereinafter referred to as the "Project"); and

WHEREAS, the Project is more particularly described in detailed construction plans, including without limitation, engineer's and architect's drawings and further including that certain Site Plan, prepared by Preston Phillips, dated May 17, 1999; and

WHEREAS, pursuant to the Site Plan, 5.21 acres of the Project will be located in the unincorporated portion of DeKalb County and 2.4 acres of the Project will be located in the City; and

WHEREAS, that portion of the Project which will be located in the City contains no buildings and consists only of a portion of the required parking spaces for the structure located wholly on the DeKalb County portion of the Project; and

WHEREAS, the Property is currently zoned by the City and DeKalb County to accommodate the Project as reflected in the Site Plan; and



WHEREAS, DeKalb County and the City have worked closely with ELSC in order to ensure the economical and logical provision of certain public services to the residents and owners of the Project; and said cooperation is intended also to avoid any potential governmental conflicts concerning building permits, final certificates of occupancy, and building code enforcement for the Project which is bisected by jurisdictional lines; and

WHEREAS, ELSC wishes to construct a freestanding business identification sign on that portion of the Project situated in the City; and

WHEREAS, there are no "structures" as defined by the City's Zoning Ordinance on the portion of the Property located within the City and ELSC is thereby limited to constructing a sign as if the portion of the Project located in the City is a lot with no structures thereon; and

WHEREAS, the City and DeKalb County agree that it is appropriate to treat the Property as one lot, subject to the City's sign regulations contained within its Zoning Ordinance, for purposes of determining its compliance with free standing business identification sign regulations; and

WHEREAS, Article IX, Section II, Paragraph (3)(1) of the Georgia Constitution authorizes and requires local governments to enter into agreements with each other for the provision of certain permitting services outside of their jurisdictional limit, and more particularly in circumstances where they otherwise would be duplicating permitting services;

FOR AND IN CONSIDERATION of the sum of Ten and N0/100 Dollars (\$10.00), the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, and DeKalb County do hereby agree as follows:

#### INSPECTING AND PERMITTING SIGNAGE

1.

The parties agree that the City shall have exclusive jurisdiction for approving, inspecting and permitting the free standing business identification signage for the portion of the Project located within the City, as if the entire 7.61 acre Property were one lot, pursuant to the



ordinances and regulations of the City and applicable City zoning and building enforcement codes. The City will collect all fees applicable to such sign permitting and inspecting.

#### INDEMNIFICATION

2.

To the extent permitted by law, the City shall indemnify, defend and save and hold harmless DeKalb County from and against any and all claims, demands, counterclaims, damages, disbursements, losses, judgments, liabilities, penalties, injuries, fires, litigation, lawsuits and other proceedings and costs and expenses (including reasonable attorneys' fees and expenses) which accrue against or are incurred by Dekalb County and which arise from or out of the obligations and responsibilities assumed by the City with respect to the Project, as set forth in this Agreement. The foregoing indemnity is in no way conditioned upon fault on the part of the City or upon any other event, occurrence, matter or circumstance, except as specifically set forth in this Agreement.

#### INDEMNIFICATION

3.

To the extent permitted by law, DeKalb County shall indemnify, defend and save and hold harmless the City from and against any and all claims, demands, counterclaims, damages, disbursements, losses, judgments, liabilities, penalties, injuries, fines, litigation, lawsuits and other proceedings and costs and expenses (including reasonable attorneys' fees and expenses) which accrue against or are incurred by the City and which arise from or out of the obligations and responsibilities assumed by DeKalb County with respect to the Project, as set forth in this Agreement. The foregoing indemnity is in no way conditioned upon fault on the part of DeKalb County or upon any other event, occurrence, matter or circumstance, except as specifically set forth in this Agreement.

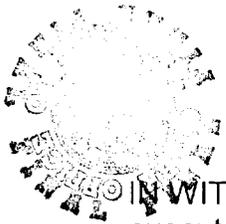
#### MISCELLANEOUS

4.

This Agreement is intended to run with the land and shall be binding upon the respective governmental jurisdictions, and any present or subsequent owner of the Project. This Agreement may be recorded in the real property records of DeKalb County.

5.

This Agreement shall not be binding and may not be recorded until formal approval is granted by the appropriate authorities in each of the respective jurisdictions. By its execution hereof, each of the undersigned jurisdictions represent that all necessary action has been taken to authorize and approve this Agreement.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal by the duly authorized representatives or officers effective as of the date first above written.

Signed, sealed and delivered before me as of the date first above written.

[NOTARIAL SEAL]  
CITY OF ATLANTA, a political subdivision  
of the State of Georgia.

\_\_\_\_\_  
Unofficial Witness.

By: \_\_\_\_\_  
Printed Name: Bill Campbell  
Title: Mayor

\_\_\_\_\_  
Notary Public

My commission expires:

Attest: \_\_\_\_\_

[NOTARIAL SEAL]

Printed Name: \_\_\_\_\_

Signed, sealed and delivered before me as of the date first above written.

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Notary Public

My commission expires:

[NOTARIAL SEAL]

Signed, sealed and delivered before me as of the date first above written.

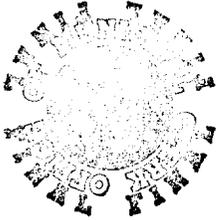
APPROVED:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Norman Koplun, as Director of  
Bureau of Buildings

\_\_\_\_\_  
Notary Public

My commission expires:



[NOTARIAL SEAL]

Signed, sealed and delivered before me as of  
the date first above written.

\_\_\_\_\_  
Unofficial Witness.

\_\_\_\_\_  
Notary Public

My commission expires:

[NOTARIAL SEAL]

Signed, sealed and delivered before me as of  
the date first above written.

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires:

[NOTARIAL SEAL]

Signed, sealed and delivered before me as of  
the date first above written.

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires:



DeKALB COUNTY, a political subdivision  
of the State of Georgia

APPROVED AS TO FORM:

By: \_\_\_\_\_ (SEAL)

Vernon Jones  
Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_  
County Attorney

CONSENTED TO:

\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Michael J. Bell  
Ex Officio Clerk of the Chief Executive  
Officer and Board of Commissioners of  
DeKalb County, Georgia

Attest: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

RCS# 3033  
8/06/01  
2:56 PM

Atlanta City Council

Regular Session

CONSENT

Pages 1-15

ADOPT

YEAS: 15  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 1  
EXCUSED: 0  
ABSENT 0

SEE ATTACHED LISTING OF  
ITEMS ADOPTED/ADVERSED  
ON CONSENT AGENDA

Unanimous

Y McCarty  
Y Starnes  
Y Bond  
Y Winslow

Y Dorsey  
Y Woolard  
Y Morris  
Y Muller

Y Moore  
Y Martin  
Y Maddox  
Y Boazman

Y Thomas  
Y Emmons  
Y Alexander  
NV Pitts

ITEM (S) REMOVED FROM  
CONSENT AGENDA  
01-O-1106  
01-R-1200  
01-R-1217

CONSENT

<b>ITEMS ADOPTED ON CONSENT AGENDA</b>	<b>ITEMS ADOPTED ON CONSENT AGENDA</b>	<b>ITEMS ADVERSED ON CONSENT AGENDA</b>	<b>ITEMS ADVERSED ON CONSENT AGENDA</b>
1. 01-O-1081	29. 01-R-1141	48. 01-R-1041	76. 01-R-1209
2. 01-O-1083	30. 01-R-1142	49. 01-R-1042	77. 01-R-1210
3. 01-O-1084	31. 01-R-1143	50. 01-R-1043	78. 01-R-1211
4. 01-O-1085	32. 01-R-1144	51. 01-R-1149	79. 01-R-1212
5. 01-O-1123	33. 01-R-1145	52. 01-R-1151	80. 01-R-1213
6. 01-O-1126	34. 01-R-1146	53. 01-R-1152	
7. 01-O-1105	35. 01-R-1147	54. 01-R-1153	
8. 01-O-1120	36. 01-R-1148	55. 01-R-1154	
9. 01-R-1130	37. 01-R-1189	56. 01-R-1155	
10. 01-R-1131	38. 01-R-1190	57. 01-R-1156	
11. 01-R-1132	39. 01-R-1191	58. 01-R-1157	
12. 01-R-1187	40. 01-R-1192	59. 01-R-1158	
13. 01-R-1188	41. 01-R-1193	60. 01-R-1159	
14. 01-R-1224	42. 01-R-1194	61. 01-R-1160	
15. 01-R-1227	43. 01-R-1195	62. 01-R-1161	
16. 01-R-1228	44. 01-R-1196	63. 01-R-1162	
17. 01-R-0103	45. 01-R-1197	64. 01-R-1163	
18. 01-R-1226	46. 01-R-1198	65. 01-R-1164	
19. 01-R-0971	47. 01-R-1199	66. 01-R-1165	
20. 01-R-1167		67. 01-R-1166	
21. 01-R-1168		68. 01-R-1201	
22. 01-R-1215		69. 01-R-1202	
23. 01-R-1218		70. 01-R-1203	
24. 01-R-1136		71. 01-R-1204	
25. 01-R-1137		72. 01-R-1205	
26. 01-R-1138		73. 01-R-1206	
27. 01-R-1139		74. 01-R-1207	
28. 01-R-1140		75. 01-R-1208	

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01-R-0103

(Do Not Write Above This Line)

A RESOLUTION BY

COUNCILMEMBER SHERRY DORSEY

A RESOLUTION TO AUTHORIZE THE MAYOR TO ENTER AN INTERGOVERNMENTAL AGREEMENT WITH DEKALB COUNTY, GEORGIA, AND EAST LAKE SHOPPING CENTER, INC. CONSENTING TO THE ALLOCATION OF GOVERNMENT SERVICES TO BE PROVIDED TO PROPERTY OWNED AND DEVELOPED BY EAST LAKE SHOPPING CENTER, INC. WHICH IS LOCATED BOTH IN THE CITY OF ATLANTA AND DEKALB COUNTY, GEORGIA WHICH WILL TRAVERSE JURISDICTIONAL BOUNDARIES AND FOR OTHER PURPOSES.

ADOPTED BY

COUNCIL

- CONSENT REFER
REGULAR REPORT REFER
ADVERTISE & REFER
1st ADOPT 2nd READ & REFER
PERSONAL PAPER REFER

Date Referred 1/16/01

Referred To: Finance + Executive

Date Referred 7/2/01

Referred To: Finance + Executive

Date Referred

Referred To:

First Reading

Committee
Date
Chair
Referred to

Committee: Finance
Date: 7-1-01
Chair: [Signature]
Action: Fav, Adv, Hold (see rev. side)
Other:
Members: [Signatures]
Refer To:

Committee: Finance
Date: 8-1-01
Chair: [Signature]
Action: Fav, Adv, Hold (see rev. side)
Other:
Members: [Signatures]
Refer To:

Committee: Finance
Date: 7-11-01
Chair:
Action: Fav, Adv, Hold (see rev. side)
Other:
Members:
Refer To:

Committee:
Date:
Chair:
Action: Fav, Adv, Hold (see rev. side)
Other:
Members:
Refer To:

FINAL COUNCIL ACTION
2nd
1st & 2nd
3rd
Readings
Consent
V Vote
RC Vote

CERTIFIED

CERTIFIED AUG 06 2001 ATLANTA CITY COUNCIL PRESIDENT [Signature]

CERTIFIED AUG 06 2001 [Signature] MUNICIPAL CLERK

MAYOR'S ACTION

MAYOR'S ACTION [Signature] AUG 3 2001 MAYOR

Brought forward from held status by Dorsey