

**MINUTES OF MEETING OF  
SOUTH FULTON DEVELOPMENT AUTHORITY**  
August 7, 2024

PRELIMINARY – Dinner was held from 5:30 pm to 6:00 pm. A meeting binder was distributed to all Board members.

**I. CALL TO ORDER**

Chairperson Mercedes Miller called the meeting to order at 6:03 pm.

The meeting was called to order at the meeting at the time, on the day, and at the place set forth as follows:

Time: 6:00 pm

Date: August 7, 2024

Place: 6385 Old National Highway, Suite 210, South Fulton, GA 30349

**II. ROLL CALL**

The following directors, constituting a quorum of the Board, were present at the meeting:

Present: Dana Tucker Davis, Kimberly Mays, Phyllis Minter, James Reese, Mercedes Miller, John De'Laigle, September Cooper, Stacey Williams and Nathan Lewis. Artie Jones and Isaac Yilman

**III. AGENDA**

The agenda was presented by Chairperson Miller.

John De'Laigle added GEDA conference attendance to New Business.

**Motion:** Motion to approve August 7, 2024 meeting agenda was made by Treasurer Phyllis Minter, Seconded by Vice Chair James Reese. Hand vote: YES: Unanimous - Kimberly Mays, Phyllis Minter, Dana Tucker Davis, James Reese, Mercedes Miller, John De'Laigle, Stacey Williams, and Nathan Lewis. NO – none. **Motion PASSES.**

**IV. MINUTES**

Board Member James Reese asked for a change to May 7th Meeting Minutes. Chair of Vision Committee should be Kimberly Mays (page 4) and paragraphs A and B are the same, please delete one (page 5).

**Motion to approve minutes with corrections** – Motion to approve February and March minutes after corrections was made by Stacey Williams, Seconded by September Cooper.

Hand vote: YES: Unanimous- Kimberly Mays, Phyllis Minter, Dana Tucker Davis, James Reese, Mercedes Miller, John De'Laigle, Stacey Williams, and Nathan Lewis. NO – None.  
**Motion PASSES.**

V. CITIZENS COMMENTS

None.

VI. PRESENTATIONS

A. Economic Development Updates

Artie Jones – gave updates on his search for retail strategies company to help up put together a strategic plan for how we solicit retailers to the City. The use of flyers, social media and reverse 911 calls are being explored. Sizemore Group will come up with the master plans for urban plan for Old National Corridor Districts 5, 6, and 7 and Red Oak District 3 and District 4. This will fit together with surveys and questionnaires. Retail Strategies is responsible for determining retail business to seek for the City. Sizemore will determine where the retail businesses need to go in the city. City is also doing a new 5 year plan so 3 distinct projects are going on. There will be online questionnaires with up to 35 questions.

Grand Openings – 4 new businesses in City – South Fulton Studios – dance studio, Arden's Garden Old national old Pizza Hut building, Shock Fitness Old National in the old FITT business (owner is very involved) and Chipotle on Old National across from Economic Development office.

Board Retreats – OND 2024-2025 had their retreat 5 weeks ago. Great turnout. Phyllis Minter attended.

Chat & Chill – held at St. James Live and hosted by Yung Joc. Thanks to staff for great event.

Upcoming events:

- Grant writing workshop – August 13<sup>th</sup> 25-30 openings and it is full.
- Simplify AI for Small Businesses – August 22<sup>nd</sup>
- Navigating Code Enforcement for Small Businesses – August 15<sup>th</sup>
- OND Black Business Month – 3 events, Thrive Old National, all 3 Farmers Markets, and Black Business Expo August 17<sup>th</sup> 11-3 Saturday with food.

Questions-

- John De'Laigle will Retail Strategies and Sizemore use City's current Comprehensive Plan? Artie: Yes, another bid was submitted and they were awarded

contract for the Master Plan and Comprehensive Plan. Artie Jones likes Sizemore because they have the experience in the industry.

- Phyllis Minter when will Sizemore start? Artie Jones - August 22<sup>nd</sup> downtown strategies and another on September 11<sup>th</sup>. The flyers are ready to go. Events will be held at Welcome All Park.
- John De'Laige will there be a place for community involvement? Artie Jones - Yes, the community will be able to give feedback. Sizemore will show 4 photos and vote the go to the next question on the survey. The actual community is giving input in this method. Urban Plan becomes plans to show what the City wants irrespective of who's in office.
- Councilmember Linda Pritchett shared that the former Bank of America business was vacant and it was run down and finally purchased. District 7 Oakley Industrial apartment complex but the way it is constructed there is retail space no one knew. She suggested we take a look at type of retail to get in.
- John De'Laige – to Pritchett – are you saying the building was zoned commercial and overlooked?
  - Councilmember Pritchett - Yes it was, but there is new construction next to Renaissance 1200 townhomes and phase 2 across the street are more townhouses and this is an ideal space for growth.

#### B. Vision Ad Hoc Committee – Kimberly Mays, Chair

Committee met on July 24, 2024 and reviewed the RFP submissions for website from 3 companies, Marketing Alliance, Golden Shovel, Alison Marketing. 1<sup>st</sup> proposal was from Alison Marketing for \$5k the original proposal is in the binder. However, after reviewing the other proposals the committee asked Alison Marketing to reconsider the needs and demands of the City website flow. Marketing Alliance's proposal was \$75,000 and Golden Shovel's proposal was \$56,000. Alison Marketing increased its bid to \$15,000 with additional services. Some of the services offered by Marketing Alliance and Golden Shovel were not really necessary for our needs. The committee reviewed other development authority websites to see what services are offered. The committee wants to pay less but not sacrifice quality. The committee is trying to get an idea of what information is required to go on our website, i.e. demographics, pictures, videos, incomes and available buildings in the City. Since we are a certain type of development authority our website must comply with ADA requirements – this means are: able to translate for hearing impaired and font increase for sight impaired visitors.

Questions –

**James**

- **John** Reese – can the services be selected a la carte? Kimberly Mays – Yes.
- Dana Tucker Davis – when will we get the mission statement? Kimberly Mays – There is no timeline set yet but maybe within next 3-6 months but someone has to create the mission statement in the interim time before we can vote on it and publish it on website.

### C. Activities Artie Jones – GEDA Conference

According to the last inquiry everyone is attending the conference in Savannah. However, he needs to complete travel plans and hotel accommodations. He is using PCard to cover hotel rooms. He needs to submit reimbursement forms for mileage travel. Therefore, he needs everyone to actually confirm if they are attending the GEDA conference or not.

Questions-

- Mercedes Miller – Can we commit to submitting reports of the workshops when we return from the conference? I would like everyone to select different workshops so that no more than 2 attend one workshop and take notes to give a summary to the Board.
- Dana Tucker Davis – What were issues with hotel from last year? Artie Jones – stuffy, old, etc. and other issues with registration and he does not want to say anything else on the meeting record. Suffice it to say he does not think it was the best hotel for our registrations this year.

### D. Activities – Stacey Williams, Chair Phyllis Minter, Co-Chair

The committee is tasked with making recommendations for the use of ARPA funds. The goal is to stretch the funds and touch as many residents/businesses as possible. The committee has identified a two step process. First step is for each project manager will identify up to 5 commercial sites that require renovations.

Questions –

**James**

- ~~John~~ Reese – is the strategy strictly related to economic recovery because we just awarded grants to businesses last year? Stacey Williams – Yes, we need to have a plan for economic impact in South Fulton. For example, we need to address sickle cell in South Fulton and the businesses are in need of funds then it will be in the application.
- John De'Laigle – we need to look at where the funds are going, we need specifics on what is needed to be fixed, replaced or completed. Phyllis Minter – there will be guidelines in place because no one is getting a blank check to do whatever they please.
- Kimberly Mays – If the goal is to identify 5 businesses, how are you dividing the money? Phyllis Minter – We are distributing the funds equally between districts. Kimberly Mays – There is \$60,000 between 7 districts, so \$8,571 each. So, my recommendation is 3 businesses per district not 5. We do not have sufficient funds to support 5 businesses.
- Nate Lewis – What is the average amount per business going to be \$1,000-\$2,000? Phyllis Minter- it will depend on what the business is asking for but our committee has not set a cap yet. Mercedes Miller – If we want to make a difference we need to do 1 project/business per district because the amounts are not enough to really

do anything with. One company per district is \$8,571. John Reese - \$2500 can buy equipment so let's not limit it to 1 company per district. Artie Jones – this is just a suggestion but 1 business per district seems sufficient.

- Dana Tucker Davis – Are there specific dates set for recommendations from project managers, application due date and interview dates, etc.? Phyllis Minter – There are no dates set yet.

E. Civic Engagement – John De'Laigle *and September Cooper*

He attended several meetings including South Fulton Parkway Alliance and they spoke about 2 projects Data Center and Carter Center. They raised concerns about both. Mayor of Palmetto was present and gave information on a hospital they have coming. John wants to look into it for more details. Grady is coming to our City. John is trying to get a meeting with Morehouse School of Medicine to discuss plans.

Questions – None.

F. Finance Committee – Nate Lewis.

He thanked committee members Kimberly Mays and Dana Tucker Davis. The committee reviewed the FY25 budget and finalized notes today before this meeting. \$150,000 is coming from the City and \$20,000 has been ear marked for the website. The lion share of the budget is for professional services, i.e. attorneys, financial advisor and training. The notes column of the budget was added to give transparency to everyone. At the bottom of the budget there is no allocation for land acquisition activities, but in our binder the bank statement shows our available funds for land acquisition.

Questions –

- Mercedes Miller – Have the funds been transferred to our account yet. Artie Jones – not yet but the past expenditures will come out of the \$600,000 bank account to reimburse the Development Authority.
- Phyllis Minter – Have you sought reimbursement yet? Artie Jones – Yes we already asked for the reimbursement.
- Nate Lewis – We have discussed money for land acquisition, how would that work? Artie Jones – if City wanted to purchase property then City would transfer the funds to our account for us to conduct the purchase. If we want to purchase land then we would use the funds we have the bank to acquire the property. We need to get to at least \$2.5 million the City may allow us to acquire property but would want an agreement on what we can do with the property.
- Kimberly Mays – do we have 2 separate bank accounts? Artie Jones – I opened the 2nd account and the City Manager wanted to know how much to transfer but we are waiting on GEDA. All requests were cut off September 1st due to new budget year starting. After October 1st, we will have money moved to the 2nd account.

- Dana Tucker Davis – Can we move FY24 money to 2nd account? Artie Jones- Yes. Dana Tucker Davis – Can we pay deposit on website in FY24? Artie Jones – it is too late to do that with end of fiscal year and deadlines fast approaching.
- Mercedes Miller – How much will we have left from FY24? Artie Jones – the amount is not known at this time. We have the funding for the website we just need to keep it in our account.
- Phyllis – Are we going to have a website in late 2024? Kimberly Mays – no, the website will be launched in early 2025 at the earliest. We still need to gather a lot of data from the City so they control the speed of the website launch. Mercedes Miller – I doubt it will be launched prior to April 2025.

**Motion to approve FY25 budget** – Motion to approve 2025 budget was made by September Cooper and seconded by James Reese. Hand vote: YES: Unanimous- Kimberly Mays, Phyllis Minter, Dana Tucker Davis, September Cooper, James Reese, Mercedes Miller, John De'Laigle, Stacey Williams, and Nathan Lewis. NO – None. **Motion PASSES.**

## VII. NEW BUSINESS

### A. Joint Meeting with City Council – Artie Jones

Mercedes Miller attended Council meeting to get support on intergovernmental agreement. At the meeting the Council expressed an interest to hold another joint meeting with us and they want to get on our calendar.

Questions –

- Mercedes Miller – Do we give them monthly reports? Artie Jones – I give the City Manager an oral or email report and she adds that information to her Council report.
- Dana Tucker Davis- Do we send a report directly to the Council at any time? Artie Jones – No the City Manager does not want any information going directly to the Council.
- Mercedes Miller suggested the Joint meeting in October 2024. No opposition was voiced to this suggestion. Artie Jones will discuss this date with City Manager.

### B. Election of Officers – Artie Jones

Election is to be held in September and sworn in during October meeting. Artie requested the names of who desires to be nominated so he can place the names on the ballot.

### C. Executive Session Appropriateness – Isaac Yilman

The issue has come up because some members want to go into Executive Session for matters that are not appropriate for Executive Session. Isaac advised that we only need to

go into Executive Session under 2 conditions: when an affidavit of presiding member which states we discussed a specific property that we do not want disclosed and subject to Open Records and when any potential litigation or personnel matter needs to be discussed.

### VIII. OLD BUSINESS

#### A. Intergovernmental Agreement Artie Jones

The redline version of the intergovernmental agreement is in the meeting binder. This version shows the revisions the Board voted on and approved. The City's deletions are in red. We agreed to the City's policies and procedures but we continue to have the power to perform any actions that development authorities have the power to do under the statute.

Questions –

- Dana Tucker Davis – has the agreement been signed by all parties? Artie Jones – No the City has approved our changes but the agreement has to be placed on a consent agenda which is set for next week. Isaac Yilman – the Board can sign our copy tonight and wait for the City to send its signatures or we can wait until they sign first. The general consensus was to wait for the City to sign then we sign.

#### B. Directors & Officers Insurance – Artie Jones

We now have D&O insurance. The City owes us \$11,000 for insurance reimbursement.

Questions –

- Nate Lewis – is there any other money coming to us from transactions? Artie Jones – we are expecting \$700,000-\$800,000 once the next closing happens and we expect this to be when the land disturbance permit is issued in November or December 2024.
- Nate Lewis – did we receive the Carter funds? Isaac Yilman – yes the initial payment was received but the annual fee is due.
- Dana Tucker Davis – can you tell us at the next meeting when the funds are due from Carter? Isaac Yilman – Certainly.

**Motion to go into Executive Session** – Motion to go into Executive Session made by John Reese and seconded by September Cooper Hand vote: YES: Unanimous- Kimberly Mays, Phyllis Minter, Dana Tucker Davis, James Reese, Mercedes Miller, John De'Laigle, Stacey Williams, and Nathan Lewis. NO – None. **Motion PASSES.**

\*\* Everyone leaves room except Board members, Executive Director and Legal Advisor\*\*

**Motion to exit Executive Session** – Motion to exit Executive Session made by September Cooper and seconded by James Reese. Hand vote: YES: Unanimous- Kimberly Mays,

Phyllis Minter, Dana Tucker Davis, James Reese, Mercedes Miller, John De'Laigle, Stacey Williams, and Nathan Lewis. NO – None. **Motion PASSES.**

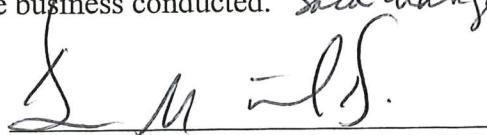
Meeting adjourned at 8:25 pm.

Next Meeting: September 3, 2024, at 6 pm at 6385 Old National Highway, Suite 210, South Fulton, GA 30349.

\* \* \*

#### CERTIFICATE OF SECRETARY

I certify that I am the duly elected Secretary of the Board of Directors for the South Fulton Development Authority and that these minutes, consisting of eight (8) pages, are the minutes of the meeting of the Board of Directors held on August 7, 2024. To the best of my knowledge these minutes are a true and accurate representation of the business conducted. *Said changes are incorporated*



Dana M. Tucker Davis, Esq.  
Board Secretary

# SFDA

## PUBLIC NOTICE

***City of South Fulton***  
**Development Authority Monthly Board Meeting**

**Wednesday, August 7, 2024**  
**6pm**

***Location:***  
**Economic Development Office**  
**6385 Old National Highway, Ste. 210**  
**South Fulton, GA 30349**

Join Zoom Meeting  
<https://us06web.zoom.us/j/84695765003>  
Meeting ID: 846 9576 5003

If you have any questions or concerns, please contact the  
Department of Economic Development at:  
**artie.jones@cityofsouthfultonga.gov**

# **South Fulton Development Authority**

Wednesday, August 7, 2024 – 6:00 pm

Economic Development Office

*6385 Old National Highway, Suite 210*

*South Fulton, GA 30349*

Join Zoom Meeting

<https://us06web.zoom.us/j/84695765003>

Meeting ID: 846 9576 5003

## **AGENDA**

**I. Call Meeting to Order**

**II. Roll Call**

**III. Additions/Deletions/Approval of the Agenda**

**IV. Approval of Minutes -**

A. Tuesday, May 7, 2024

**V. Citizen Comments - (limited to 2 minutes each)**

**VI. Presentations**

A. Economic Development Update – Artie Jones

**VII. Committee Reports**

A. Vision Ad Hoc Committee – Website Development RFP recommendation

B. Activities Committee – GEDA Conference (travel, business social, arrival dates, and etc.)

C. Civic Engagement Committee

D. Finance Committee – (p-card, additional bank account, FY25 budget, and finance report)

**VIII. New Business**

A. Joint Development Authority Meeting – CoSF Request

B. Election of SFDA Officers – September 2024

C. Discussion on Requirements for Executive Session to Acquire Real Estate – Artie Jones & Attorney(s)

**VIII. Old Business**

A. Update on the Intergovernmental Agreement with the City of South Fulton & the SFDA Board of Directors and ratification of the agreement - Executive Director Jones

B. Update on Directors' and Officers' Liability / Employment Practices Liability Insurance –  
Executive Director Jones

**IX. Executive Session (Real Estate/Personnel/Litigation)**

A. Discussion of Real Estate

**X. Adjournment**

**Next Meeting:** September 3, 2024

**Location:** *6385 Old National Highway, Suite 210, South Fulton, GA 30349*

**Time:** 6 pm (5:30pm for dinner)

## South Fulton Development Authority Sign-In Sheet

8/7/24 Meeting

# **METRO ATLANTA AREA**

## **DEVELOPMENT AUTHORITY MISSION STATEMENTS**

### **ATLANTA DEVELOPMENT AUTHORITY- INVEST ATLANTA**

To advance Atlanta's global competitiveness by growing a strong economy, building vibrant communities, and increasing economic prosperity for all Atlantans.

[www.investatlanta.com](http://www.investatlanta.com)

### **CLAYTON**

### **COUNTY COUNTY DEVELOPMENT AUTHORITY- INVEST CLAYTON**

The Development Authority of Clayton County is charged with attracting new jobs and investment in Clayton County. With a dedicated staff of professional economic developers and business liaisons, the office is engaged with local, regional and national organizations dedicated to attracting new inbound and outbound investment opportunities.

[www.investclayton.com](http://www.investclayton.com)

### **COBB COUNTY DEVELOPMENT AUTHORITY**

SelectCobb is a public private partnership developed with input from state, county, city, business, and education leaders to provide a strategic action plan for comprehensive economic development in Cobb County.

SelectCobb provides a single-point of contact for economic development in Cobb County. We work with a host of regional, state, and local partners to help recruit and retain businesses, assist local businesses, and create a more robust talent pipeline.

[The Development Authority of Cobb County - SelectCobb](#)

### **DEKALB COUNTY DEVELOPMENT AUTHORITY**

Mission- To nourish our communities through opportunities and partnerships that foster growth, equity, and innovation.

Vision- Creating prosperous communities with opportunities for all.

[www.decidedekalb.com](http://www.decidedekalb.com)

## **FULTON COUNTY DEVELOPMENT AUTHORITY**

It's the mission of the Development Authority of Fulton County (DAFC) to stimulate quality economic development, expand and diversify the tax base, provide quality jobs, retain existing businesses and sustain quality of life for residents throughout Fulton County.

Whether you are new to Fulton County or you're an existing business, the DAFC delivers innovative services connecting your organization's qualified projects with taxable and tax-exempt bond financing and a diversity of targeted economic development services.

[www.developfultoncounty.com](http://www.developfultoncounty.com)

# Approval of Minutes



## Divider Sheet

## **South Fulton Development Authority**

**Agenda Item Name:** Approval of Minutes

**Date:** August 7, 2024

**Category:** Minutes

**Department:** Economic Development

**Presenter(s):** Dana Tucker-Davis, Esq.

### **Background**

The SFDA secretary presents the minutes from the May 7, 2024 SFDA Board Meeting for consideration and approval

**Financial Impact:** N/A

**Action requested:** The SFDA board is asked to approve the minutes.

**MINUTES OF MEETING OF  
SOUTH FULTON DEVELOPMENT AUTHORITY**  
May 7, 2024

**PRELIMINARY** – Dinner was held from 5:30 pm to 6:00 pm. A meeting binder was distributed to all Board members.

**I. CALL TO ORDER**

Chairperson Mercedes Miller called the meeting to order at 6:11 pm.

The meeting was called to order at the meeting at the time, on the day, and at the place set forth as follows:

Time: 6:11 pm

Date: May 7, 2024

Place: 6385 Old National Highway, Suite 210, South Fulton, GA 30349

**II. ROLL CALL**

The following directors, constituting a quorum of the Board, were present at the meeting:

Present: Kimberly Mays, Phyllis Minter, James Reese, Mercedes Miller, John De'Laigle, Stacey Williams, September Cooper, Nathan Lewis, and Dana Tucker Davis

**III. ADDITIONS/ DELETIONS/ APPROVAL OF THE AGENDA**

The agenda was presented by Chairperson Miller.

Additions:

Vice Chair De'Laigle – New Business C. Morehouse School of Medicine

Exec. Dir. Jones – New Business D. Summer Break

New Business E. GDA Conference

Exec. Session B.

**Motion:** Motion to approve May 7, 2024, meeting agenda with new additions was made by Stacy Williams, Seconded by Vice Chair John De'Laigle. Hand vote: YES: Unanimous - Kimberly Mays, Phyllis Minter, James Reese, Mercedes Miller, Dana Tucker Davis, September Cooper, Stacy Williams, John De'Laigle, and Nathan Lewis. NO – none. **Motion PASSES.**

IV. MINUTES

**Motion to approve minutes**— Motion to approve April minutes was made by James Reese, Seconded by Stacey Williams. Hand vote: YES: Unanimous- Kimberly Mays, Phyllis Minter, September Cooper, Mercedes Miller, John De'Laigle, Stacey Williams, James Reese, Stacey Williams, and Nathan Lewis. NO – None. **Motion PASSES.**

V. FINANCE

Treasurer Lewis – As of April there is a balance of \$625,758 which is up from March 2024. The Economic Development Department needs to be reimbursed for expenses from October 2023 until now.

Exec. Dir. Jones – The board asked for a separate account and the City of South Fulton (CoSF) has approved the ask, The account will have the same interest rates as the current account.

Treasurer Lewis – Do we need to transfer money into that account.

Exec. Dir. Jones – There are some expenses that are coming up, such as GDA, but you don't have to move the money.

Secretary Tucker Davis – What is the book balance?

Treasurer Lewis – I don't have the book balance because I'm still waiting on some documents.

**Motion:** Motion to approve year to date finance was made by Secretary Dana Tucker Davis, Seconded by Phyllis Minter. Hand vote: YES: Unanimous - Kimberly Mays, Phyllis Minter, James Reese, Mercedes Miller, Dana Tucker Davis, September Cooper, and Nathan Lewis. NO – none. **Motion PASSES.**

VI. CITIZENS COMMENTS

VII. PRESENTATIONS

A. Economic Development Updates

Exec Dir. Jones -- The Urban Planning, Development, and Redevelopment Request for Proposal (RFP) process is underway, with the award scheduled for May 15. This initiative encompasses projects in the Old National District, Red Oak – D3, and District 4.

A request for \$200,000 has been made to support the predevelopment phase of the expansion and renovation project at 4800 Campbell Road.

Resimplifi is a tool that allows you to view commercial properties with the CoSF. You can click on a property and view the specs and selling price.

Red Oak Business After Hours, May 8, 5:30-7:30pm. This will provide an opportunity for local businesses to connect and collaborate.

Roberts Rule of Order Virtual Training, May 13, 9-11:30am

Chat and Chill, May 15, 5-7pm. It is a casual platform for community members to engage in conversations and foster connections.

Treasurer Lewis – Who's budget is the Campbell Road project coming out of?

Exec. Dir. Jones – The Economic Development budget.

James Reese – Who's responsible for maintaining the information on the website?

Exec. Dir. Jones – Resimplifi gets the information from the broker so the broker will be responsible for informing Resimplifi of any updates.

### VIII. NEW BUSINESS

- A. Authorizing the reimbursement of \$32,654.81 from the South Fulton Development Authority back to the Economic Development Department general fund budget – Executive Director Jones

September Cooper – In the memo, can we change October 2023 to October 2024?

Secretary Tucker-Davis – Are there any vendors who have not been paid?

Exec. Dir. Jones – No, not other than the Economic Development Office.

James Reese – Is the 2023 GDA conference in the packet for reimbursement?

Exec. Dir. Jones – No because it was prior to October 2023. The City's fiscal year began in October of 2023 and therefore doesn't want any reimbursements that don't fall within the current fiscal year of October 2023-October 2024.

Kimberly Mays – Did the City put in writing that it doesn't expect to be paid for expenses prior to October 2023?

Treasurer Lewis – It is in the memo Artie sent.

Secretary Tucker-Davis – Will the memo be updated to correct the date and letters that need to be capitalized. I can make the changes and send it to you.

Exec. Dir. Jones – Ok, once you send it to me, I'll forward it.

**Motion to reimburse the Economic Development Department for expenses from October 2023 until now**– Board Member James Reese, Seconded by John De'Laigle. Hand vote: YES: Unanimous- Kimberly Mays, Phyllis Minter, James Reese, Mercedes Miller, John De'Laigle, Stacey Williams, Nathan Lewis, Dana Tucker-Davis, and September Cooper. NO – None. **Motion PASSES.**

**B. Discussion and appointment of committee chairs and ad hoc committees – Chairlady Miller**

- Vision Ad Hoc Committee
  - James Reese, Chair
- Activities Committee
  - Stacey Williams, Chair
  - Phyllis Minter
- Bylaws Committee
  - Dana Tucker-Davis, Chair
  - Kimberly Mays
- Finance Committee
  - Nathan Lewis, Chair
  - Dana Tucker-Davis
- Civic Engagement Committee
  - John De'Laigle, Chair
  - September Cooper

Isaac Yilma – Committee meetings are subject to the open meeting requirements as the DA meeting.

**Motion to approve committees** – Board Member James Reese, Seconded by Phyllis Minter. Hand vote: YES: Unanimous- Kimberly Mays, Phyllis Minter, James Reese, Mercedes Miller, John De'Laigle, Stacey Williams, Nathan Lewis, September Cooper, and Danan Tucker Davis. NO – None. **Motion PASSES.**

**C. Morehouse School of Medicine**

Vice Chair De'Laigle – The City Council went to D.C. for a conference about three or so weeks ago and Morehoue School of Medicine (MSM) was there as well. MSM is looking to build a new hospital somewhere on the Southside.

Chairlady Miller – When council gets that information who do they bring it to?

Exec. Dir. Jones – They don't have to bring it to anyone. They usually talk about it in their respective circles. They aren't required to provide a report. The citizens must follow up.

#### D. Summer Break

Exec. Dir. Jones – Do you all want to take off during the summer, June and July, if there is no business? The bylaws say to meet once a month, but it does not say how many months out of the year.

Issac Yilma—Yes.

Secretary Tucker-Davis – If we take that time off can the sub-committee still meet to have something to present in August.

Exec. Dir. Jones—Yes.

Motion to approve summer break – Board Member Phyllis Minter, Seconded by \_\_\_\_\_. Hand vote: YES: Phyllis Minter, Mercedes Miller, Stacey Williams, Nathan Lewis, September Cooper, and Dana Tucker-Davis. NO – None. ABSTAIN -- Kimberly Mays, John De'Laigle and James Reese. Motion PASSES.

#### IX. OLD BUSINESS

##### A. Update on the Intergovernmental Agreement with the City of South Fulton. Isaac Yilma, Esq. and Kenneth Neighbors, Esq.

Isaac Yilma—The City is not comfortable with the threshold of \$50,000 or the reduced amount of \$25,000. The City wants the SFDA to follow the same procurement/financial policy as the city

Board Member Cooper – Since they don't want what has been provided twice now, what is the difference from the previous board.

Isaac Yilma – The previous board didn't have a p-card or an account.

Secretary Tucker-Davis – The City liked how Sandy Springs does its IGA and we reached out to Atlanta. Can we reach out to the cities the CM liked to develop the IGA.

Isaac Yilma—The cities that they liked are not as active so it's not the same. Like Sandy Springs only meets as needed.

Board Member Mays – The IGA only last a year and then it's renewed?

Isaac Yilma – The City wants to always have overnight will last one year and automatically renew for four, one-year terms for a total of five years.

Board Member Reese – Can we add a 90 day?

Isaac Yilma – Amendments can be made after six months.

B. Update on SFDA Financial Policy and Procurement Policy – Executive Director Jones

Isaac Yilma—The City is not comfortable with the threshold of \$50,000 or the reduced amount of \$25,000. The City wants the SFDA to follow the same procurement/financial policy as the city

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Isaac Yilma – Amendments can be made after six months.

C. Update on Directors' and Officers' Liability/Employment Practices Liability Insurance – Executive Director Jones

Exec. Dir. Jones – Insurance is good for \$11,392 for one year.

**Motion to approve Directors' and Officers' Liability/Employment Practices Liability Insurance.** – Vice Chair John De'Laigle, Seconded by Board member James Reese. Hand vote: YES: Unanimous- Kimberly Mays, Phyllis Minter, James Reese, Mercedes Miller, John De'Laigle, Stacey Williams, Nathan Lewis, and Dana Tucker Davis. NO – None. **Motion PASSES.**

X. EXECUTIVE SESSION (REAL ESTATE/PERSONNEL/LITIGATION)

A. Discussion of Real Estate

B. Discussion of Project Donnees

XI. ADJOURNMENT – Chairperson Miller requested a motion to adjourn the meeting.

**Motion:** Motion to adjourn the meeting was made by Board member Kimberly Mays, Seconded by Board member September Cooper. Hand vote: YES - Kimberly Mays, Phyllis Minter, September Cooper, Nathan Lewis, James Reese, Mercedes Miller, John De"Laigle, Stacey Williams, and Dana Tucker Davis. NO-None. **Motion PASSES.**

The meeting adjourned at 8:20 pm.

Next Meeting: April 2, 2024, at 6 pm at 6385 Old National Highway, Suite 210, South Fulton, GA 30349.

\* \* \*

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected Secretary of the Board of Directors for the South Fulton Development Authority and that these minutes, consisting of seven (7) pages, are the minutes of the meeting of the Board of Directors held on August 2, 2023. To the best of my knowledge these minutes are a true and accurate representation of the business conducted.

---

Dana M. Tucker Davis, Esq.  
Board Secretary

# Citizen Comments



**Divider Sheet**

## **South Fulton Development Authority**

**Agenda Item Name:** Citizen Comments

**Date:** August 7, 2024

**Category:** Public participation

**Department:** Economic Development

**Presenter(s):** Chairman Mercedes Miller

### **Background**

The SFDA chairman request that anyone from the public interested in making public comments utilize this portion of the SFDA agenda to do so by signing in on the citizen comment form.

**Financial Impact:** N/A

**Action requested:** No action is requested from the SFDA board of directors.

# **Presentations**



## **Divider Sheet**

## **South Fulton Development Authority**

**Agenda Item Name:** Presentations

**Date:** August 7, 2024

**Category:** Economic Development Report

**Department:** Economic Development

**Presenter(s):** Executive Director Artie Jones, III

### **Background**

The SFDA executive director provides an economic development update for the activities that have taken place since the May 2024 SFDA Board meeting.

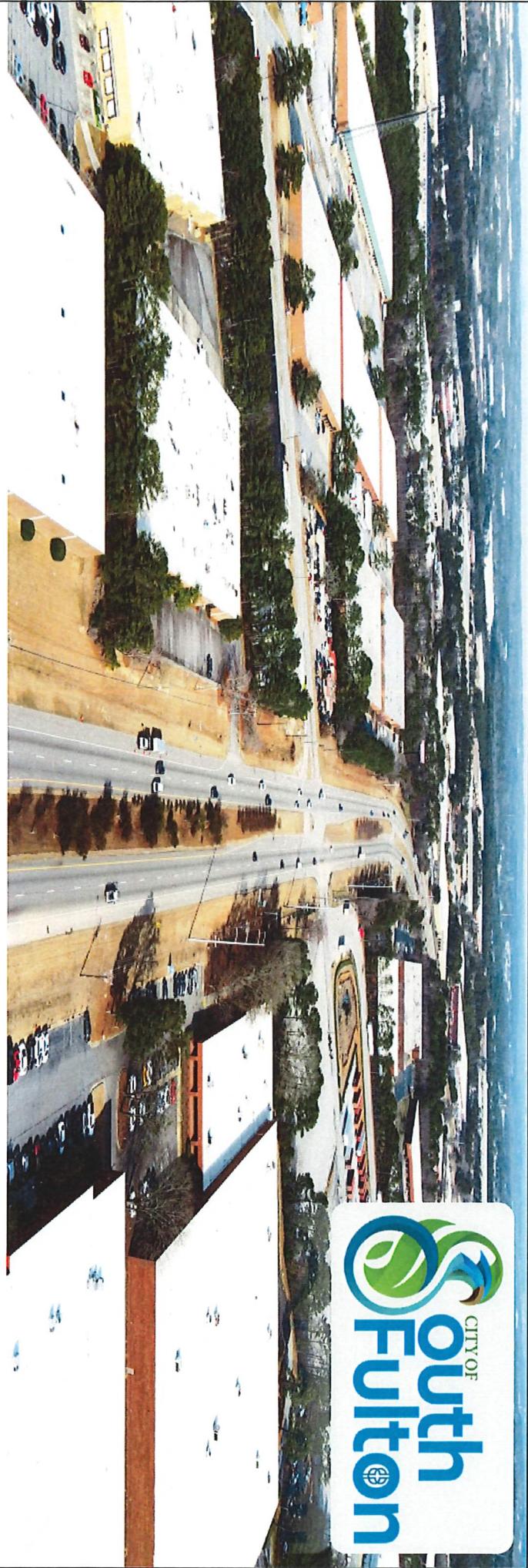
**Financial Impact:** N/A

**Action requested:** No action is requested from the SFDA board of directors.

# DEPARTMENT OF ECONOMIC DEVELOPMENT

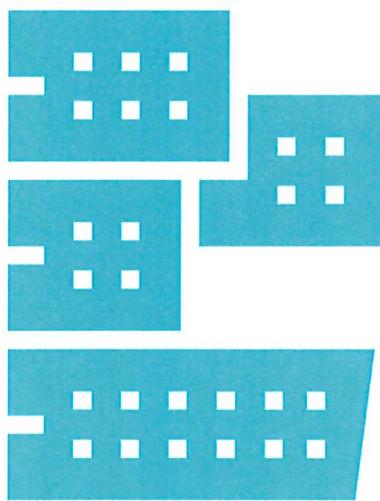
**ARTIE JONES**

*Director of Economic Development*

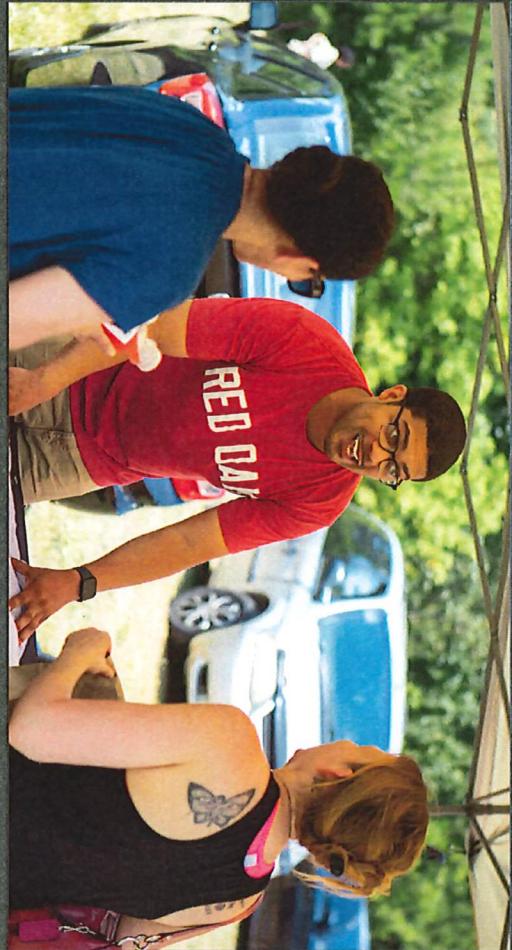


# Economic Development Updates

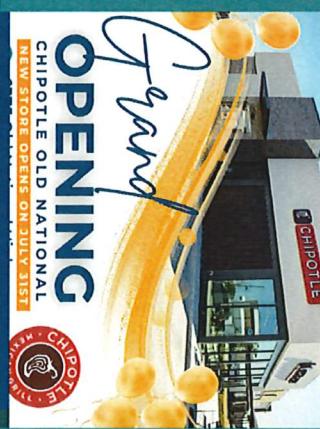
- Retail Strategies
- Downtown Strategies
- Sizemore Group



# FARMERS MARKETS



# Grand Opening



 @oldnationaldistrict

**OND**  
OLD NATIONAL DISTRICT

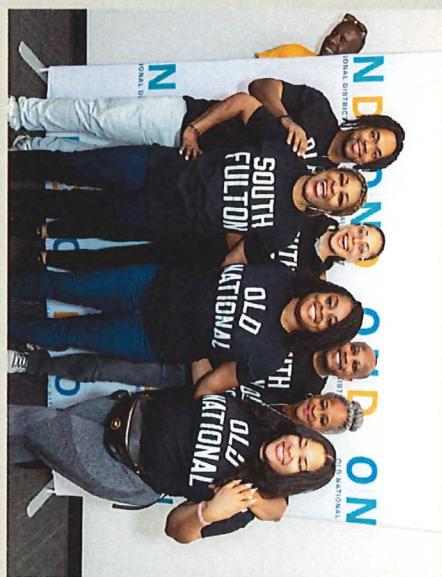
**South Fulton  
Studios**

**Arden's  
Garden**

**Shock Fitness**

**Chipotle  
Old National**

# Board Retreat

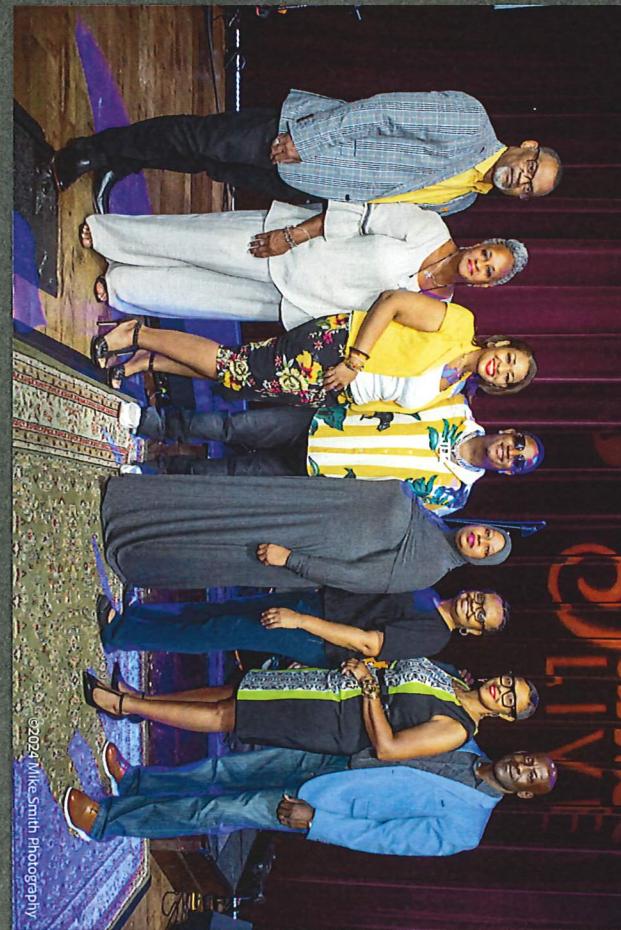


## 2024-2025 Transformation Plan

Review goals & join

Old National Task Force Committees  
at [oldnationaldistrict.us](http://oldnationaldistrict.us)

HOSTED BY YUNG JOC



CHAT AND CHILL ATL

# Economic Development Updates

Grant Writing Workshop

Simplify A.I. For Your Small Business

August 15

August 13

August 22

Small Business Forum: "Navigating  
Code Enforcement for Small Business"

# O|N|D

OLD NATIONAL DISTRICT

## Celebrating Black Business Month

### THRIVE OLD NATIONAL

SMALL BUSINESS FORUM SERIES

Let's collaborate to foster entrepreneurial success.



Date and Time:  
Thursday, August 15th  
5:30 PM - Networking  
6:00 PM - Forum Starts



CITY OF SOUTH FULTON  
Economic Development Office  
6585 Old National Hwy  
Suite 210  
South Fulton, GA 30339



### OLD NATIONAL GROWS

FARMERS MARKET

### BLACK BUSINESS EXPO

Small Business is vital!!

SATURDAY, AUGUST 17TH  
11:00 am - 3:00 pm

Tri-County Station  
7494 Old National Hwy.  
South Fulton, GA 30296

SPONSORED BY



*Participate*

*Join Us*

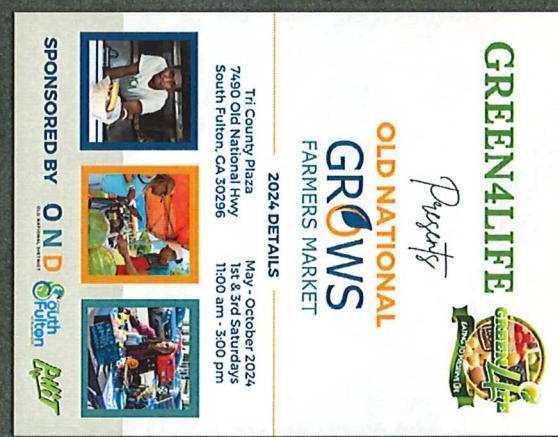
*Learn*

*Connect*

*Participate*

*Join Us*

# Upcoming Events



# Committee Reports



**Divider Sheet**

## South Fulton Development Authority

**Agenda Item Name:** Committee Reports

**Date:** August 7, 2024

**Category:** Economic Development Report

**Department:** Economic Development

**Presenter(s):** Committee Chairs

### Background

The SFDA has several committees that operate under the direction of the SFDA Chairman. The Committee chairs was appointed by the SFDA Chairman. During this part of the agenda the committee chairs will provide information for the good of the board and make recommendations for SFDA Board of Directors consideration and approval. The committee are as follows:

- Vision Ad Hoc Committee
- Activities Committee
- Civic Engagement Committee
- Finance Committee

**Financial Impact:** N/A

**Action requested:** Each committee may or may not require action of the SFDA board of Directors.

## South Fulton Development Authority

**Agenda Item Name:** Vision Adhoc Committee

**Date:** August 7, 2024

**Category:** Committee Reports

**Department:** Economic Development

**Presenter(s):** Vision Adhoc Committee

### Background

The vision committee will make recommendations to the SFDA board of directors on items that fall within the purview of their vision adhoc committee.

**Financial Impact:** N/A

**Action requested:** The SFDA board may or may not be asked to approve a recommendation on website development for the South Fulton Development Authority.

# Proposal

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PROPOSAL FOR WEBSITE DESIGN &  
DEVELOPMENT AND BRAND STRATEGY

Prepared for:

**South Fulton Development Authority**

Submitted By:

**Nicole Levell**

Elocin Marketing

404-454-8340

[nicolelevell@elocinmarketing.com](mailto:nicolelevell@elocinmarketing.com)

[www.elocinmarketing.com](http://www.elocinmarketing.com)



# Proposal

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PROPOSAL FOR WEBSITE STRATEGY, DESIGN,  
DEVELOPMENT AND BRAND STRATEGY

**CLIENT: SOUTH FULTON DEVELOPMENT AUTHORITY**

**PREPARED BY: NICOLE LEVELL, ELOCIN MARKETING**

## INTRODUCTION

The South Fulton Development Authority (SFDA) is poised for a strategic transformation to enhance its brand and online presence, aligning it with other leading city authorities. In today's digital landscape, a compelling online presence is imperative. SFDA seeks a strategic partner to spearhead this evolution.

## OVERVIEW

Embark on a comprehensive journey to establish a robust online presence for the SFDA from the ground up. As your strategic partner, Elocin Marketing is committed to delivering tailored solutions that align with SFDA's unique objectives and goals, leading the charge in crafting a distinct brand identity, starting with a comprehensive branding strategy encompassing logo design, color palette selection, and brand messaging.

Following the brand establishment, our focus shifts to developing a user-centric website, meticulously planned and executed to ensure seamless navigation and engagement. Additionally, we'll implement SEO strategies and targeted digital marketing campaigns to enhance SFDA's online visibility. Our partnership extends beyond the launch phase, with Elocin Marketing providing ongoing support, including marketing planning and management, to sustain momentum and adapt to evolving trends, ensuring SFDA remains at the forefront of digital innovation.

# Proposal

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PROPOSAL FOR WEBSITE STRATEGY, DESIGN,  
DEVELOPMENT AND BRAND STRATEGY

## SFDA SCOPE OF WORK DETAILS

### Branding Development:

We will guide **SFDA** toward an elevated brand image. This encompasses a new visual identity, messaging, brand guidelines and more to build an inclusivity, trust, and innovation with the community and future investors.

**Deliverables:** Mission & Vision Statements, Brand Strategy and Brand Development Assets

**Timeframe:** 30 to 45 days, May 2024-June 2024

**Milestones:** Mission and Vision (2 weeks), Branding (4 weeks)

**INVESTMENT:** \$3,750

### Strategic Website Design:

Elocin Marketing will work closely with **SFDA** to develop a website that not only reflects your brand identity but also ensures an engaging user experience. Our expertise in website design and development will establish a digital platform that effectively connects with your target audience—community leaders and underserved communities.

**Deliverables:** Mission & Vision statements, Brand Strategy and Brand Development

**Timeframe:** 60 to 75 days, June 2024-August 2024

**Milestones:** Strategy & Sitemap (2 Weeks), Site Development & Design (4 weeks), SEO, Revisions, QA Testing (2 weeks) and Launch (1 Day)

**INVESTMENT:** \$5,550 TO \$7,000

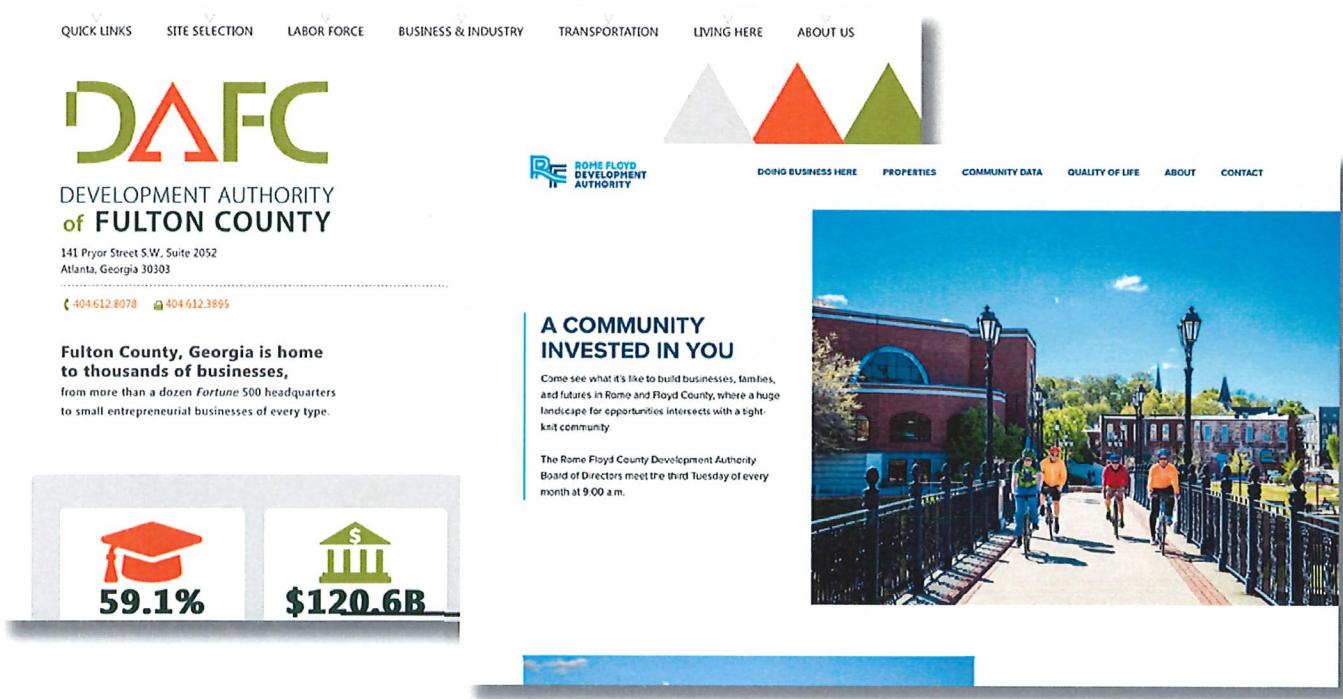
# Proposal

PROPOSAL FOR WEBSITE STRATEGY, DESIGN,  
DEVELOPMENT AND BRAND STRATEGY

## FORWARD THINKING: WHAT WILL THE SFDA BECOME?

SFDA deserves an elevated and professional appearance that mirrors other esteemed development authorities. Through our research, we've identified key features and best practices showcased on websites of city authorities such as DAFC, Rome and Floyd County, and Douglasville. Drawing inspiration from these, we aim to craft a brand and website that not only meets but exceeds industry standards, positioning SFDA as a leader in economic development and community empowerment.

Examples considered: DAFC, Rome and Floyd County, Douglasville, GDA



The screenshot shows the homepage of the Development Authority of Fulton County (DAFC). The top navigation bar includes links for Quick Links, Site Selection, Labor Force, Business & Industry, Transportation, Living Here, and About Us. The DAFC logo is prominently displayed, followed by the text "DEVELOPMENT AUTHORITY of FULTON COUNTY". Address details are provided: 141 Pryor Street S.W., Suite 2052, Atlanta, Georgia 30303. Contact numbers 404.612.8078 and 404.612.3895 are listed. A sidebar highlights "Fulton County, Georgia is home to thousands of businesses" and provides statistics: 59.1% and \$120.6B. The main content area features a section titled "A COMMUNITY INVESTED IN YOU" with a subtext about opportunities in Rome and Floyd County. A large image of a bridge with people cycling is displayed.

# Proposal

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PROPOSAL FOR WEBSITE STRATEGY, DESIGN,  
DEVELOPMENT AND BRAND STRATEGY

## INVESTMENT OVERVIEW

### DIGITAL STRATEGY, INFRASTRUCTURE, WEBSITE, CONTENT, SOCIAL MEDIA DEVELOPMENT AND MANAGEMENT

#### Phase One: Branding, Website Design & Development (90-Days)

- **Brand Development: \$3,750**
  - Brand style guide, Brand mood board, strategy sessions, brand messaging, Brand creative templates, typography sections, color palette, custom icons/patterns
  - Business card, letter head design, email templates and launch day graphics
- **Strategic Website Design & Development: \$5,500 minimum**
  - Visually appealing layout reflecting the new brand identity. High-quality images and multimedia to captivate the audience. 6-page website max.
  - Mobile-Optimized / responsive design for a seamless user experience across devices.
  - Facilitate easy access to properties, community data and COSF statistics.
  - Website Lead Generation Opt-In and Tracking
  - Ongoing Content, Administrative Support Services for 90 days
  - SEO & Image Optimization for enhanced visibility.
  - Keyword Research & Integration to boost search engine rankings.
  - *Website Content Copywriting for the Entire Site with Subject Matter and Data Provided by Client and Research*

#### Phase Two: Social Media Strategy & Management (After Website Launch)

- **Social Strategy, Planning & Launch: \$2,500**
- **Email Marketing Strategy, Set-up, Written Welcome Series: \$1,750**
- **Social Media Management (\$750 to \$2,200 monthly)**
  - Monthly Planning and Strategy Meetings
  - Creative/graphic design & video editing
  - Posting, comment monitoring
  - Monthly reposting and optimization

#### Phase Three: On-going Support (After Web & Social Launch)

- **On-going Support (\$500 to \$1,250 monthly)**
  - Website Maintenance including Bug Fixes, Technology and Security Updates
  - Monthly Website Analytics

# Proposal

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PROPOSAL FOR WEBSITE STRATEGY, DESIGN,  
DEVELOPMENT AND BRAND STRATEGY

## ABOUT ELOCIN MARKETING

Elocin Marketing is a branding and digital marketing company dedicated to providing businesses with the strategy and tools needed to get noticed, reach a wider audience and increase profitability. Our services include Brand Development, Websites, 1-on-1 Brand Coaching and Course Creation. Additionally, we offer online brand and marketing courses for small business owners, leadership training, and branding workshops for corporate teams.

The founder, Nicole Levell used her own life as the backdrop on which she launched Elocin Marketing in 2020. As an homage to brand identity she started with the company name. Elocin is Nicole spelled backwards and she brings over 15+ years of experience in brand strategy, digital strategy, advertising, content creation and marketing to her clients.

As a wife and mother, Nicole is committed to supporting small to medium businesses, and as a Coach helping female entrepreneurs thrive. "It's important to me to be a change agent in helping women advance the goals of their business. Doing it alone is hard. I am here and ready to help," says Nicole.



NICOLE LEVELL  
OWNER OF ELOCIN MARKETING & BRAND COACH

# Proposal

PROPOSAL FOR WEBSITE STRATEGY, DESIGN,  
DEVELOPMENT AND BRAND STRATEGY

## ELOCIN MARKETING: WEBSITE CLIENTS

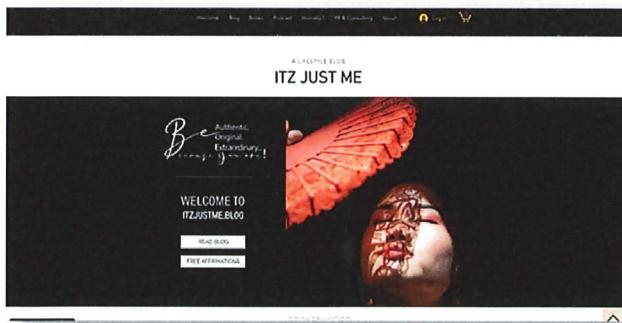
### MAIN STREET DISTRICT WEBSITE



### INTERIOR DESIGN WEBSITE



### BLOG WEBSITE



### COACHING WEBSITE



Click on the image to view the website.

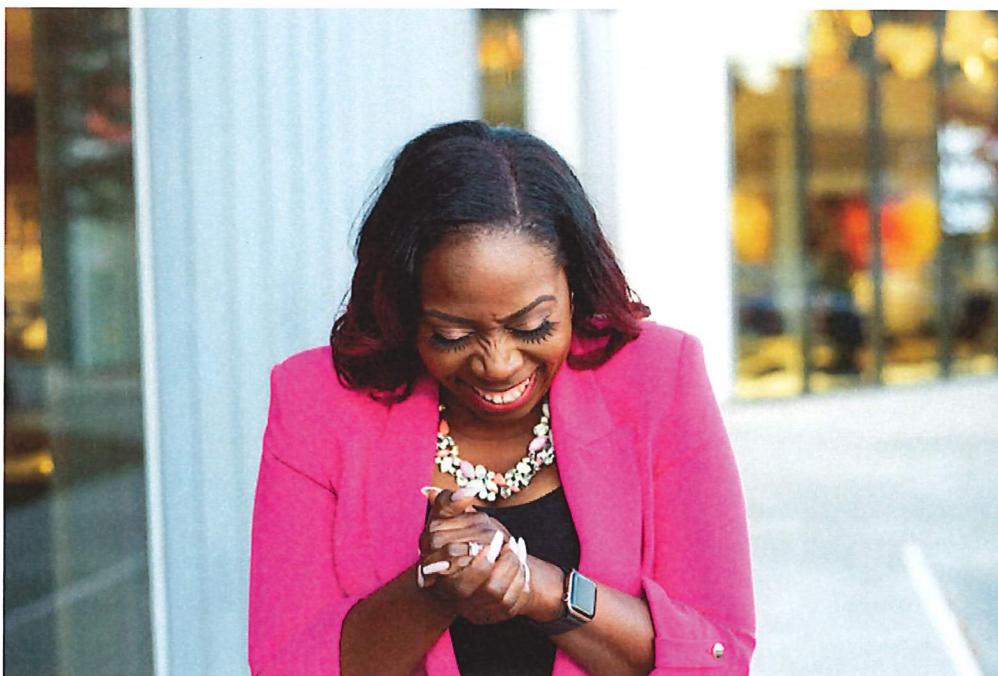
# Proposal

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PROPOSAL FOR WEBSITE STRATEGY, DESIGN,  
DEVELOPMENT AND BRAND STRATEGY

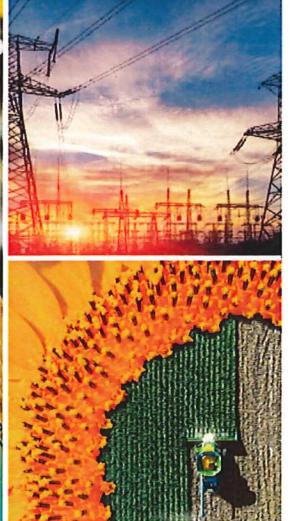
By choosing Elocin Marketing, **South Fulton Development Authority** can expect a collaborative and strategic partnership that will not only meet but exceed expectations. We look forward to the opportunity to contribute to your success and growth. We want to elevate SFDA's brand presence, especially online!

Embark on this transformative journey with Elocin Marketing to build your brand, your dream website and enhance your marketing strategies. We look forward to the opportunity to work closely with **South Fulton Development Authority**. Please feel free to reach out with any questions or to discuss further details.





# BREAKING NEW GROUND IN THE CITY OF SOUTH FULTON



**MARKETING  
ALLIANCE**

**City of South Fulton**

Economic Development Marketing Services  
April 4, 2024



April 4, 2024

Artie Jones  
City of South Fulton  
5440 Fulton Industrial Blvd.  
South Fulton, GA 30336

Dear Artie,

It is our pleasure to present our proposal for economic development marketing services for the City of South Fulton.

For the past 22 years, our organization has provided marketing services for over 400 small- to medium-sized municipalities, counties, economic development organizations, regional alliances and state agencies. As part of our work, we have designed or re-designed, developed and implemented more than 300 websites, always nimble in our response to evolving technology and best practices as well as to the unique needs of each client. This deep expertise allows us to see not only what should be done in website design and development, but also the "how" and "why" behind it.

Your city's economic development website is a critical multi-purpose marketing tool, elevating your profile to prospective visitors and investors. Marketing Alliance has produced websites that have been used (and translated) across the globe to attract billions of dollars in business investment. We know how to produce websites that attract, inform and communicate.

For us, helping economic development organizations thrive through powerful marketing is more than a job; it's our passion. We would be very proud to serve as your partner in this important website and related services project. And we believe as you read through this proposal, you'll see there's no better organization to fulfill your needs.

I look forward to continuing our conversations.

Best regards,

Mark M. Weilenman  
Vice President, Client Relationships  
Marketing Alliance



MarketingAllianceInc.com

## BACKGROUND AND BIOGRAPHY

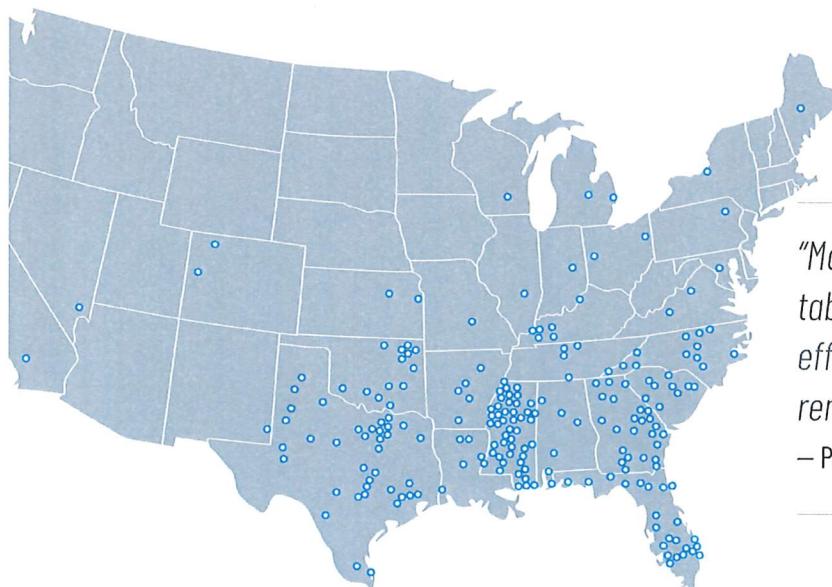
As a leading economic development marketing firm with more than 22 years experience, Marketing Alliance has worked with over 400 economic development agencies, municipalities, regional alliances and state agencies in 29 states. We partner with our clients to help them identify their unique value proposition, then craft compelling messages to be seen, liked and trusted. Our full-service team of 12 talented individuals delivers over 100 years of combined experience in economic development marketing.

Marketing Alliance provides comprehensive marketing services that include research, strategic marketing plans, workforce studies, community profiles, lead generation, branding/messaging (traditional and new media), highly targeted digital campaigns, website development, interactive mapping, custom kiosk systems, 3D animation, graphic design, video production, FAA Certified aerial drone video services, and other strategic/creative services.

We maintain an ongoing dialogue with site selectors, discussing how they use economic development

marketing, videos, websites and interactive maps in their business of location decision making. As they have shared with us what they are looking for and what they consider effective economic development marketing, we have incorporated their insights into our strategic and marketing development process.

We attend numerous economic development conferences each year in order to stay ahead of trends and to network with site selectors and local and state officials. Marketing Alliance is regularly invited to share strategic industry insights through conference presentations on such topics as "Visualizing is Selling" and "New Marketing Technology in Economic Development and Tourism." We also participate in leading educational courses such as the University of Georgia Carl Vinson Institute of Government Branding and Marketing course, the University of Southern Mississippi Masters of Economic Development course, and the International Economic Development Council (IEDC) "Economic Development Marketing & Attraction" course.



*"Marketing Alliance has brought a lot to the table in terms of making our marketing efforts effective and specifically making them remarkable."*

– Pablo Diaz, Vicksburg, MS



MarketingAllianceInc.com

## MARKETING ALLIANCE TEAM



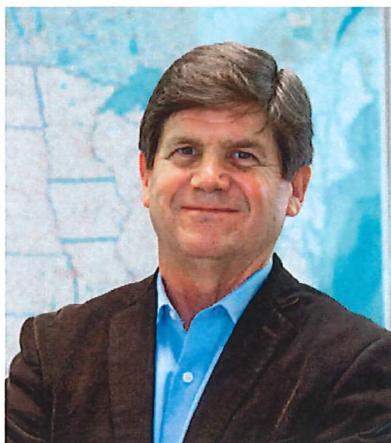
**David Petr**

President/CEO

dpetr@marketingallianceinc.com

David's career spans from advertising agency owner to economic development CEO, resulting in a hybrid set of talents that blend deep knowledge of marketing with an unparalleled understanding of the complex environment economic developers face every day. Leveraging his diverse background and twenty-five years of experience, David helps create relevant and engaging solutions that lead to measurable business development results. He is an authentic storyteller who breathes life into the narrative of places around the globe, providing a futuristic, possibilities-driven perspective for growth.

David was the inaugural CEO of the Montgomery County EDC in Greater Washington, where he helped the community land on the Amazon HQ2 shortlist. He has also launched economic development and marketing companies in Florida and Texas.



**Mark Weilenman**

Vice President, Client Relationships

mweilenman@marketingallianceinc.com

Working closely with Marketing Alliance clients over the past 16 years, Mark has developed a good feel for the rhythm of American communities, for what keeps them humming. "The marketing landscape changes constantly, but the basic principles stay the same," Weilenman said. "Understanding our clients' goals, identifying markets, and effectively using the right products and processes to target them, and generating conversions and quality leads never changes."

Mark is a military veteran who served as the Mississippi Army National Guard's Marketing Director for 21 years, successfully supporting the Guard's critical workforce development goals of recruiting and retaining thousands of soldiers during his tenure. After his retirement from the Guard, he also served for three years as the marketing director of World Class Athletic Surfaces.



**Natalia Diaz-Payton**

Director, Digital Outreach

npayton@marketingallianceinc.com

Based in McKinney Texas, Natalia is an award winning content and digital marketer with over a decade of delivering superior branding experiences.

Natalia's experience in the economic development and tourism industries consists of projects in both the public and private sector. Her involvement includes efforts to revitalize Downtown Los Angeles in coordination with the Los Angeles Downtown Center Business Improvement District, the JW Marriott Los Angeles L.A. LIVE and the Ritz-Carlton Los Angeles, restaurants, and the surrounding entertainment district.

Natalia obtained Google certification in 2013 and continues to expand her accreditations in digital media.



MarketingAllianceInc.com

# WEBSITE EXPERIENCE & REFERENCES

## Development Authority of Washington County

Jayson Johnston, Director  
131-B West Haynes Street, Sandersville, GA 31082  
(478) 552-3288  
jjohnston@washingtongov.com

[www.washingtongov.com](http://www.washingtongov.com)



## Economic Development Council of St. Lucie County

Pete Tesch, President  
500 NW California Boulevard Bldg. S, Suite 109, Port St. Lucie, FL 34986  
(772) 336-6250  
ptesch@youredc.com

[www.youredc.com](http://www.youredc.com)



## Craig Economic Development

Shannon Scott, Economic Development Manager  
300 West 4th Street, Craig, CO 81625  
(970) 826-2020  
sscott@ci.craig.co.us

[www.discovercraig.com](http://www.discovercraig.com)



## NETWORKS Sullivan Partnership

Michael Parker, Director of Economic Development  
10368 Wallace Alley St., Suite 1, Kingsport, TN 37663  
(423) 279-7681  
mparker@networkstn.com

<https://netconnects.com/>



## Economic Development Alliance of St. Clair County

Dan Casey, CEO  
100 McMorran Boulevard, Port Huron, MI 48060  
810.982.9511  
dcasey@edascc.com

[www.edascc.com](http://www.edascc.com)



# OUR PROPOSAL

## City of South Fulton Marketing Services

### PHASE 1:

#### Website Design

Marketing Alliance proposes to create an attractive, functional and effective new website for the City of South Fulton. The website will include a strong call-to-action.

#### STRATEGY/PHILOSOPHY

Economic development websites are somewhat unique as marketing tools. The business of economic development creates a scenario where in many instances the website visitor, in this case site selectors and industrial prospects, are using economic development websites to eliminate locations for site searches. It's often said that this is a site elimination business, not site selection. So, not to oversimplify the process, our job is to ensure that, through effective design, imagery, and updated, compelling and pertinent content (and all things being equal), our clients' websites will keep them in the competition.

This proposal includes:

#### LAYOUT & DESIGN

This proposal includes a landing page, six navigation tabs and up to 20 site pages.

**Content Management System.** Marketing Alliance will build the website with the current version of Expression Engine content management software to allow local administrative control of content, including text, images, links and other features.

**Expression Engine CMS is much less prone to hacking than WordPress, Joomla and Drupal.** The Expression Engine CMS ([www.expressionengine.com](http://www.expressionengine.com)) has been used by major companies such as Apple, Disney, Ford, Cisco, Nike and many others.

Marketing Alliance will provide the City of South Fulton with administrative access to update individual pages and features including uploading and editing documents and photographs, publishing pages and editing content.

**Mobile Friendly.** Marketing Alliance will use a mobile-first, responsive design approach to optimize all web components for efficient viewing on smart phones, tablets, laptops and desktop computers.

#### SPECIAL FEATURES

**ADA Compliance.** The City of South Fulton website will meet WCAG 2.1 Guideline A and AA requirements for maximum accessibility and ADA compliance. Some third party systems may not be compliant and old PDF files may also be non-compliant. Marketing Alliance will provide a "Play Book" for posting content that meets ADA Compliance standards.

**Sites & Buildings Database.** Marketing Alliance will build a property database with a Google map interface indicating the location of available sites and buildings. Each location includes a roll-over that launches a pop-up window with a "read more" button. This launches a property page that includes a photo or photos of the site or building, a Google map showing the location and a description with up to 25 fields of data.

**Google Analytics.** Marketing Alliance will incorporate a Google Analytics tracking code that provides usage statistics for pages being visited, duration of page views, location of website visitor, and collection of data to provide intelligence for improving the performance of the site.

**Social Media.** Includes social media icons with links to client accounts (account links and access to be provided by client).

**Search Engine Optimization.** The content management system (CMS) includes the ability to add and edit title tags, meta descriptions, alt tags and headers.

#### HANDLING OF CONTENT

Marketing Alliance will set up a Google Drive folder so the client can provide additional visuals such as logos, photography, industrial site graphics, etc.



## City of South Fulton Marketing Services

### TRAINING & OPTIMIZATION FOR LAUNCH

**CMS Training.** Client will be trained on the newest version Expression Engine content management software.

**SEO Audit.** Search Engine Optimization audit to ensure the website is visible on major search engines and all impediments to successful rankings are removed. This includes a brief overview during training, building of management controls for meta data and titles, registration of the site with Google Search Console, and optimization of xml site maps and server files.

The website development process includes:

**Creative brief process.** Marketing Alliance will discuss the needs and expectations for the website with the City of South Fulton team, the client's likes and dislikes, call to action, mandatory design elements, deliverables, and timeline.

**Home page design process.** Marketing Alliance will provide a home page design concept to the client based on input from the creative brief process and client supplied photography, graphics, and text. One additional design option will be provided, if necessary. Design process will begin after logo graphics and existing photography are supplied by the client.

**Secondary page design process.** Marketing Alliance will provide a secondary page design based on the approved home page design. One additional design revision is included, if necessary.

**Developmental site.** Once Marketing Alliance has an approved design for the website, we will begin cutting up and coding the page templates for viewing on a developmental website. The client will be provided access to the developmental site at this point for the purposes of reviewing progress and providing recommendations for improvement as needed.

**Quality Assurance.** Marketing Alliance will conduct Quality Assurance checks to ensure the website is compatible with Mac, PC (laptops and desktops), tablets and mobile devices. The website will be checked for compatibility with all the current versions of the most popular browsers: Internet Edge, Mozilla Firefox, Google Chrome and Safari.

Once the website is functioning with approved content on all visible pages, Marketing Alliance will coordinate with the City of South Fulton team for a launch date to take the site live.

**Production:** \$18,500

### Marketing Copy Research & Writing

Marketing Alliance proposes to research and write marketing copy targeting business attraction, talent attraction, and business retention and expansion as needed for the City of South Fulton website. The research and writing process includes identifying keywords and phrases and successfully and appropriately integrating these into the website copy. Copy per page will be approximately 150-250 words. This proposal includes writing a keyword-rich page summary for use as a meta description for search engine optimization for each page of copy written. Copy writing is \$500 per page.

**Copy Writing (eight pages):** \$4,000

### Videography and Photography, Video Production

Marketing Alliance proposes to shoot two days of on-site videography & photography that includes ground level and aerial drone footage in order to create videos that promote the City of South Fulton's quality of life, workforce, education, healthcare and other regional assets. The footage will be used in the new website and future marketing initiatives. Marketing Alliance will work with the South Fulton team on the development of the shot list, and will require the team's assistance in scheduling the activities.

### Includes the following deliverables:

- Two days of on-site videography & photography with two videographers/photographers plus drone videography
- One two-minute video with testimonials and b-roll, royalty-free music and editing
- Three one-minute testimonial videos
- One 30-second looping header video for the website



## City of South Fulton Marketing Services

- A comprehensive library of high-quality still photographs and video b-roll footage of area assets, workforce, lifestyle, and educational resources for use in the website and future digital marketing initiatives. Upon final payment, all video and photography becomes the property of the client.
- Includes travel.

**Production: \$15,500**

### Interactive Proximity Maps

Marketing Alliance proposes to create fully functional interactive proximity maps to be included in the client's website. Our base level interactive map includes a national, regional and local view.

The regional and local views will include primary transportation layers that display major interstates and U.S routes, primary Class 1 rail lines, airports, and seaports. As a standard, the highways and rail will be labeled, while the airports and seaports will be located with icons that identify it upon rollover.

The regional map will include radial proximity rings (100-500 miles as needed). A Google screenshot will be provided for approval regarding the area to be included in the local level map. The target county will be centered, with 1-3 counties between it and the edge of the map. City boundaries, less prominent highways, and other details can be included for an additional fee.

All Interstates, U.S. routes, and other major roadways will be identified by standard highway icons throughout your map system.

The final deliverable will include an interactive map system programmed for uploading to the new economic development website.

**Interactive Proximity Map Production: \$4,500**

### Annual Website Hosting

Base-level hosting will be set up on a shared Linux server with PHP and mySQL support. Total allowed space for site, email and all system files are limited to 10GB/month.

Hosting is PCI-DSS-compliant. The hosting servers feature real-time monitoring and are constantly tested for threats or breaches. All server hosting plans also include a strong software firewall to protect the networks from outside intrusion. The hosting service also provides an automated backup service that backs up your information every day and stores 30 days' worth of backups on an off-site server.

As an additional security measure, hosting also includes a secure sockets layer (SSL) certificate to encrypt data and allow safe transmission of private information when you log into your site or when a visitor fills in an online form.

**Website Hosting: \$600 annually**

### Project Management

Marketing Alliance proposes to work with Valena Scott, the managing partner of Magnyfy, a brand reputation company with extensive experience in the South Fulton region. Ms Scott will serve as the project liaison and strategic consultant working closely with South Fulton Economic Development and Marketing Alliance to ensure the best outcomes for this project.

**Project Management (six months): \$9,000**

### Ongoing Social Media/Website Management

Marketing Alliance proposes to create new content as well as manage website content and social media postings using content generated locally by the City of South Fulton team.

Consistent and compelling social media content shows a flourishing and vibrant community. As such, Marketing Alliance will work with the City of South Fulton to create posts and manage "fed" content on all social media channels. Marketing Alliance will set up Google Alerts and will work with the local ED staff to be notified of noteworthy events and news. Each month, Marketing Alliance will create up to four original images and copy and will share articles and relevant news from ally pages/sites when applicable. Articles and news may also be prepared by the local client and sent to Marketing Alliance for social media delivery. Marketing Alliance will use social media to reinforce



# OUR PROPOSAL

## City of South Fulton Marketing Services

the narrative that, due to the large availability of land, the local municipality is an ideal place for businesses to relocate or expand.

This includes adding, changing or removing content from the website as needed and creating posts for social media channels that drive traffic back to the website.

The quarterly management of the website and social media includes approximately 20 hours of social media design, posting and website management with the focus on driving additional traffic to the website, tracking through Google Analytics and SiteTracker, and improving leads through proactive management.

**Production (quarterly): \$3,750**

### SiteTracker Advanced Web Analytic Tool

Marketing Alliance proposes to add advanced analytics tracking to the City of South Fulton economic development website in order to track results for marketing efforts. All Marketing Alliance websites have Google Analytics programmed in but SiteTracker takes insight and analytics significant steps further. SiteTracker provides actionable data and generates leads.

- Turn unknown website visitors into real leads
- Receive leads to your email on a daily basis that identify company visitors by name, industry, and sales volume.
- Track online email campaigns and measure ROI more precisely
- Evaluate the effectiveness of your marketing efforts and initiatives with data-driven accuracy

**Advanced analytics tracking: \$3,600 per year**

### PRICING

Website.....	\$18,500
Copy Writing (eight pages) .....	\$4,000
Videography, Photography, Video Production .....	\$15,500
Interactive Proximity Map.....	\$4,500
Hosting .....	\$600
Project Management (six months).....	\$9,000
Ongoing Social Media/Website Management (annual).....	\$15,000
SiteTracker.....	\$3,600
<b>TOTAL.....</b>	<b>\$70,700</b>



# PERFORMANCE RESULTS

*Superior proximity and access. Superb business climate and pro-business environment.*

## CITY OF HENDERSON, NEVADA

Strategy, branding, and lead generation

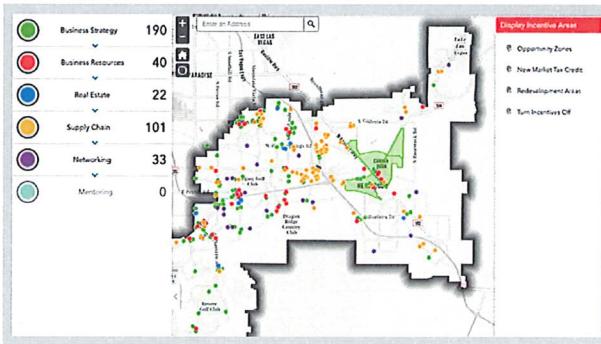
2022 IEDC Gold Winner for General Purpose Website and the 2022 IEDC Bronze Winner for New Business Attraction Video

<https://hendersonnow.com/>



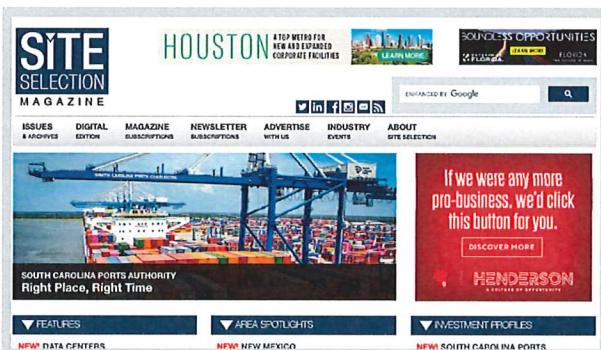
### Scope of Work:

- » Research and Data Analysis
- » Strategic Marketing Plan
- » Branding & Messaging
- » Website
- » Video Production
- » Digital Marketing Campaigns
- » Social Media Management
- » Lead Generation and nurturing



### Results:

- » 26 total new projects in the pipeline in 6 months
- » Four Stage 4 projects, in 6 months (decision imminent)
- » Met goal of diversifying project pipeline with alternate industries



### Derek Armstrong

Former Director of Economic Development & Tourism at City of Henderson, now:

Director, Economic Development  
San Bernardino County  
(909) 387-4386  
[derek.armstrong@eda.sbccounty.gov](mailto:derek.armstrong@eda.sbccounty.gov)



MarketingAllianceInc.com

# PERFORMANCE RESULTS

Portfolio Samples, including key performance indicators and campaign metrics/results

## JEFFERSON COUNTY, WV

Redefining business development opportunity with a new website

<https://jcda.net/>

### Scope of Work:

- » Business Strategy
- » Communication Plan
- » Website Development
- » Video Production
- » Interactive Maps
- » Interactive Site Maps

### Results:

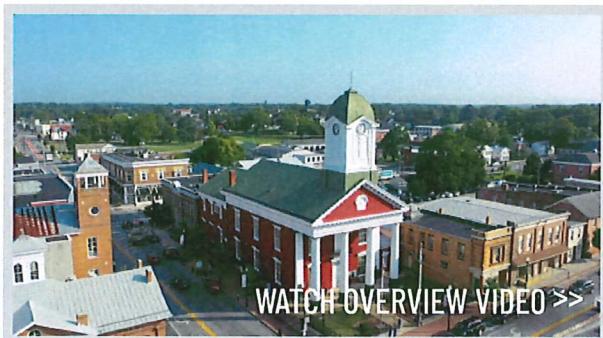
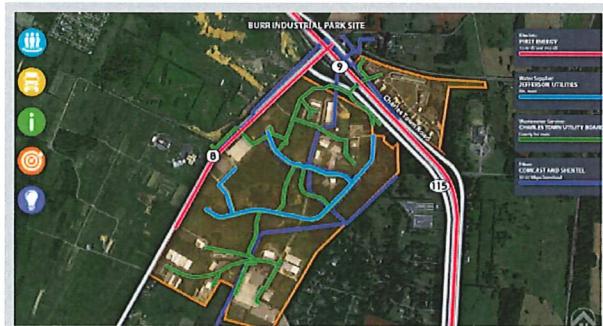
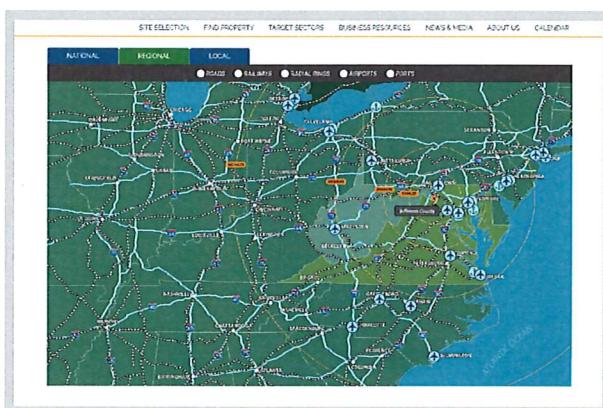
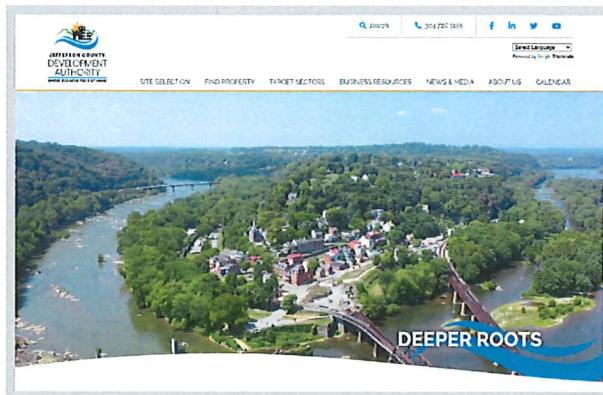
- » Launched dynamic online experience with video storytelling, custom maps and relevant data
- » Increased engagement of visitors with a current 1 minute, 7 second average
- » Recorded significant user traffic and increased outreach to economic development team

Ryan Snyder

Jefferson County Development Authority

304-728-3255

[ryan@jcda.net](mailto:ryan@jcda.net)



MarketingAllianceInc.com

## CLIENT REFERENCES

*We are proud of the relationships we maintain with our clients. It's a privilege to have worked with so many industry leaders to help tell their story, attract leads and grow communities.*

Marketing Alliance is proud of the positive reputation we have in the industry, and strong support we have from current and previous clients. Below, you will find three references for you to pursue to validate our strength in the industry and the results we create for clients and their respective communities.

### Greater Paducah Economic Development, KY

**Bruce Wilcox**  
President/CEO  
(270) 575-6633  
bruce@epaducah.com

### Development Authority of Bulloch County, GA

**Benjy Thompson**  
Executive Director  
(912) 489-9115  
benjy.thompson@advantagebulloch.com

### Crossroads Economic Partnership, MS

**Jon Levingston**  
Executive Director  
(662) 902-4968  
jon.levingston@crossroadseconomicpartnership.com

## Video Testimonials

We encourage the City of South Fulton economic development team to watch our client testimonials on the link below. You will hear from their perspective on the experiences and results built from our working relationships. Marketing Alliance looks forward to the opportunity of including South Fulton in our next "Client Video Testimonials" reel.

[View Client Video Testimonial Reel >>](#)



1420 Celebration Blvd., Suite 200 | Celebration, FL 34747  
601.672.1356 | [mweilenman@marketingallianceinc.com](mailto:mweilenman@marketingallianceinc.com)





GROUNDBREAKING  
ONLINE ECONOMIC  
DEVELOPMENT

**The City of South Fulton**  
**Artie Jones III MPA, CPM**  
**Economic Development**  
**Director**

**Website & Marketing  
Proposal**

Proposal expiration: 8/6/24

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43 East Broadway Street  
Little Falls, MN 56345  
(888) 266-4778  
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Page 1

## 1. EXECUTIVE OVERVIEW

April 3, 2024

Mr. Jones,

Golden Shovel is pleased to present our proposal to the City of South Fulton for the development of a fully customized and cohesive economic development website paired with additional tools like our Content Management Service (CMS) and GateKeeper Services. Our proven approach to economic development marketing and communications has enabled us to support the growth of over 285 communities. As you evaluate our proposal, consider the following:

- Golden Shovel is focused exclusively on economic development. By leveraging best practices and our insights into economic development strategies, marketing, tools, and analytics, we can develop a website that promotes your region.
- We have the tools to educate your specific target audiences about the City of South Fulton's unique story and build an audience and pipeline of prospects.
- The City of South Fulton is a unique organization with specific goals. Our broad experience working with clients across North America and Canada assures that we are drawing from a deep well of project experiences to correctly position and promote the City of South Fulton's area. Our experience includes developing and implementing marketing plans, and our capabilities include brand management, website development, copywriting, PR campaigns, digital and print media, success stories, 360 Virtual Reality Familiarization videos, site selector engagement and target industry analysis.
- We know and understand the economic development market and site selection industry . . . it is our passion and expertise.

This proposal has support from myself and detailed input from our entire executive team. Our President, John Marshall, will serve as your point of contact. You can reach him at (651) 353-6655 or by email at

[jmarshall@goldenshovelagency.com](mailto:jmarshall@goldenshovelagency.com).

Sincerely,



Aaron Brossot, CEO



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## 2. STRATEGIC APPROACH

The City of South Fulton has a goal of creating a new website and communications strategy to promote the strengths and competitive advantages of the City of South Fulton's area. The strategy will develop the City of South Fulton's website and messaging to help grow awareness through engaging with the City of South Fulton's target audiences. Golden Shovel's team of designers will develop a cohesive organizational website, with accurate, up-to-date information on topics including the organization's departments, events, projects, news, available sites, initiatives, and infographics.

Information on the region must be presented in a manner that is easy for the City of South Fulton's target audiences to understand and relate to. This includes how demographic data, regional assets, and information are presented online in graphic and written forms.

Golden Shovel Agency has substantial experience designing and building award-winning websites, logos, and marketing collateral using proven marketing strategies and expertise. Our team has completed over 285 county, city, and regional economic development projects in the U.S. and Canada, including the design and implementation of websites and marketing initiatives. Our international work extends out of the U.S. into countries like the Caribbean, Panama, Haiti, Guatemala, and West Africa. We also have significant experience working with 3rd party vendors and integrating their API's into numerous clients' websites (HubSpot, GIS Planning, LocationOne, Paypal, etc.).

*At **Golden Shovel**, we believe thriving communities improve everyone's lives. Everything we do connects businesses and talent with communities they'll thrive in. We do this by empowering economic development through **Groundbreaking Economic Development Communications**.*



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## **Goals of the Project**

- **Website Development:** Build a customized, graphic-rich focused website to facilitate communication and increase awareness about the City of South Fulton's events, programs, and services. The website will be used as a place to drive visitors and increase brand awareness.
  - The new website will facilitate the following:
    - Source pertinent business news and information resources
    - Present the City of South Fulton in its best light
    - Showcase the value of working with the City of South Fulton
    - Exponentially increase online presence
    - Increase communication channels to target industries
    - Develop a unified approach to communication efforts
    - Create a network for sending out the City of South Fulton's message
    - Powerfully influence search engine optimization
    - Incorporate video, images, and infographics
  - The website will be fully responsive and visually appealing, showcasing investors, listings, resources, incentives, events, small business programs, data, and information about the City of South Fulton. The website will be built with a Content Management System (CMS) that is easy to update and maintain by staff without programming/development knowledge.
  - Develop a cohesive website with accurate data and content for members, business executives, site selectors, investors, real estate developers, and other identified target industries to use as the leading source for information for the City of South Fulton.
  - Develop the website with the goal of interacting and engaging target audiences with multiple calls to action.
  - Under our Content Management Service, Golden Shovel's team will work hand in hand with the City of South Fulton's staff and become an extension of your IT, design, and marketing team to provide ongoing communications and marketing support to the City of South Fulton.
  - Provide an effective website launch campaign for the new website focused on engaging target audiences.



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- **Content Development:** Our team of copywriters will work with your team to develop key messaging, create a content strategy document, and post new content to the website and social media accounts every week. The writers will develop up-to-date posts and articles that resonate with business owners and individuals in the defined target audiences. With this service, a complimentary website redesign every fourth year is included at no additional charge.
- **Website Lead Generation & Tracking (optional upgrade):** Golden Shovel has developed a strategic partnership with Lead Forensics which generates a real-time online dashboard report that tracks who is visiting, how often, how they found you, and what content they are viewing. Through this report, you will generate leads you didn't know you had and maximize the performance of your website.
- **Support:** Golden Shovel will provide a support administrator to assist in implementing the plan effectively and can be thought of as an extension of the City of South Fulton's staff. The administrator provides hands-on support with communication, online monitoring, and plan execution. This includes managing the content calendar that organizes articles and posts throughout campaigns. Once the website is launched, the administrator will meet with the City of South Fulton's team monthly for strategy meetings.



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### 3. PROPOSED DELIVERABLES

#### ***a) Custom Website Development***

Golden Shovel will build a customized, user-friendly economic development web portal. We understand the critical role websites play for an organization like the City of South Fulton. Sending the right impression is critical, and that requires a thorough understanding of the region and the target audiences. We will take the information we gain from research of the area, desired target audiences, and build a stand-alone website that will highlight the strengths of the City of South Fulton to make a great first impression. The services include website setup, custom design, CMS, SEO, Google Analytics, infographics, statistics, content population, and training, as well as over a dozen customizable modules.

##### **a.1 Website Architecture**

Every economic development website we create begins with a well-thought-out sitemap and system architecture. We will provide recommendations to the City of South Fulton on how best to map out the new economic development site utilizing what we have learned with related projects across the country and our independent research. The entire Economic Gateway system is designed so your website can be easily edited and updated without programming knowledge. Beyond the admin panel, we will provide training and support to staff on how to use the system. Golden Shovel has developed a proven development process that progresses from initial outlines to the final stage when the site is live launched.

##### **a.2 Website Design**

The design process progresses from site outlines to final designs. We will provide a design for a selection of layouts and main structure of the website.

- Social Media Integration: Buttons to join Facebook, Twitter, LinkedIn, YouTube or other social networking tools will be on the homepage of the website. All pages throughout the site have "click-to-add" functionality so visitors can share the content with their own social media networks.
- Any specific color scheme, brand guidelines, data, imagery, and graphic art provided by the City of South Fulton will be implemented throughout the web portal.
- The Economic Gateway platform will provide the City of South Fulton with a responsive website, hosting, maintenance, software updates, and staff support.
- The platform offers a wide variety of ways to integrate and link to 3rd party web-based service providers. This guarantees that outside data can be fully integrated into our system such as GIS Databases, e-commerce applications, and other relevant organizations if desired.
- Graphic-rich layout will present data in an easy-to-understand format that is easily navigated.



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### a.3 Key Features & Functionality

- **Completely editable and easy to maintain by Client:** The Economic Gateway Content Management System has tools designed specifically for economic development. Unlike the more templated CMS software designed for web developers (i.e., WordPress, Joomla, Drupal, etc.), we have removed unnecessary functionality and streamlined the admin functions to make it fully updateable by the client without programming experience.
- **Cross-Platform Compatibility:** Your new website will be viewable on all current computer systems and browsers (Firefox, Chrome, Safari, etc.) and ongoing software updates ensure that the site will stay compatible with all future browsers.
- **Graphics and video:** The website will be built with the capacity for handling video applications and graphics and will incorporate streaming video functionality so multiple access to these information pieces will be available to the public.
- **Search Engine Optimization (SEO):** As part of our process, we incorporate the latest SEO methods and practices into our websites and services. The development phase will include initial SEO to support Google and other searches. Keywords are researched and selected and then strategically placed throughout the website and social media content.
- **User-friendly interface:** The website will be easy to navigate, user-friendly, and built for the multiple audiences of the City of South Fulton to navigate easily from the home page. We specialize in making websites that are easy to use and designed specifically for the target audiences.
- **Google Analytics:** Integrated into each website is the Google Analytics™ website analysis software to track site visits and performance. This will provide the City of South Fulton with the necessary data and tools to review web traffic, visitor trends, page views, time on pages, browsers, and platforms.
- **Contact Forms:** Your website will include our Contact Form Manager which will provide you with the ability to create recipients for your contact form without exposing your email addresses, to keep them protected from spammers/spambots so visitors can easily reach out to staff members.
- **Online Forms:** The use of online forms and application submittals will be fully integrated into the website.
- **Mobile-friendly with responsive design:** The Gateway platform is designed to be fully responsive to support handheld mobile devices. Our websites can be viewed on all desktop computers, tablets, and phones.
- **Website Soft Launch:** During the soft launch, only members of the City of South Fulton have access to the site online where they can review and give feedback. Once the website is adjusted and the City of South Fulton approves the final layout, the site becomes live during the website Launch Campaign.
- **Initial and Ongoing Training and Support:** We will provide guidance for the website's launch and initial online training at the time of soft launch and additional training is available after the live launch upon request at no additional cost.
- **Development Guidelines:** We observe coding standards (Section 508 and W3C compliant) as agreed upon by the industry and will ensure the websites are ADA-compliant and accessible to all users.
- **Content Migration:** Our team will migrate any or all of the existing website content the City of South Fulton would like on the new website at no additional cost.
- **Infographics:** Golden Shovel's team of designers will develop infographics with current statistics to incorporate into the website design at no additional cost.



#### a.4 Gateway Modules

The City of South Fulton website will be built with a full suite of available modules, providing the necessary tools for users to access information and directories, making it easier for audiences to interact with your organization. The website will provide efficient communication, share important website tools and data, and present a unified online presence to your audiences. The City of South Fulton will be able to select the modules that best fit its current needs and have them implemented. All other modules will remain available for implementation at a later time, at no additional cost.

Recommended modules include:

	FEATURES	
<b>Homepage Showcase</b>  This module will add emphasis to unique programs of interest and link to key features of your site with rotating banner images and text.	Editable by Client	YES
<b>News</b>  A key communication tool for keeping visitors apprised of the latest events, press releases, relevant news and to keep fresh content about the region, its growth, and job opportunities.	Mobile-Friendly Responsive Design	YES
<b>Incentives Directory</b>  This directory can be used to display information on business opportunities, incentives, training opportunities and workforce available in your region and/or from your organization.	Population and Setup (30 hrs)	YES
<b>Business Directory</b>  Google Maps-based searchable directory that helps you to promote businesses of interest to your target audiences and industries.	User-Friendly Interface	YES
<b>Projects Directory</b>  This module is flexible in design to serve a variety of purposes: Show the impact your organization has on the region by highlighting the economic development projects your business is involved with; Present success stories located across a map; Focus it on identifying specific industry cluster assets. We can help position this powerful tool to best address your goals.	Search Engine Optimization	YES
<b>Community Profiles</b>  This section will provide important community data to site selectors, businesses, and communities using a dynamic feed generated through ESRI, the industry-leading data provider. This will be a key module to showcase the business climate and quality of life in the region. Additional community and regional profiles can be added upon request.	Training Support included	YES
<b>Foreign Translation Tool</b>  We integrate Google's translation tool into the design so viewers can read the website in Spanish, Japanese, Chinese, Korean, German, Italian and many other languages.	Quarterly Updates & Maintenance	YES
	Google Analytics	YES
	Cross-Platform Compatibility	YES
	Section 508 & W3C Compliant	YES
	Translation Tool	YES
	Google Keyword Search	YES



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## Universal Reports

The fast and easy way for you and your users to create customized reports using content from your website. In three easy steps, you can compile location data and create custom info packets. Just use the 'add to report' link found on all eligible pages to populate the content you need for your report. Once you're ready, view your report and you can review and sort your content as well as adding a custom cover page content.

### Recommended Uses:

- Compile location data for site selectors
- Generate reports for board members and stakeholders
- Enable site visitors to customize information packets



*Example of Universal Report*

### Features:

- 3-Step Reports: Add content, configure your report, and export
- Reports can be printed or exported as PDFs
- Return and edit your existing report for up to one week
- Customizable cover content
- Includes content from multiple modules
  - Real Estate
  - Community Profiles
  - Community Snapshots
  - Incentives Directory
  - Business Directory
  - Projects Directory
  - News
  - Events Calendar
  - Staff Directory
  - People/Membership Directory

## Resource Library

Allows for a variety of documents and media files to be organized and viewed online, creating a "media center" with a wide selection of resources such as file downloads, PDF maps, video and audio clips, photos, and links while allowing your site visitors to view them online.

## Events Calendar

A tool to promote and highlight events that are relevant to your organization (like job fairs). Events can be filtered by week or month.

*Example of an Events Calendar*



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## Jobs Directory

Google Maps integrated searchable directory that allows your organization to provide prospective workforce with job postings and employer's information. Businesses can upload their available job postings with relevant criteria and contact information. Jobs are posted through a public submission form and approved through a queue system managed by the site administrator. Job postings are designed to be easily shareable through social media channels. The administrator can choose to 'feature' available jobs for more prominent placement in the directory.

## JOB SPOTLIGHT

Below is a sampling of the amazing employment opportunities you will find right here in Rock County. [SEE MORE JOBS >>](#)

**WAREHOUSE  
ASSOCIATE/SELECTOR (\$23-527  
W/INCENTIVES)**  
Upper Lakes Foods, Janesville, WI

**AVID TUTORS (4 POSITIONS) -  
HIGH SCHOOL**  
School District Of Milton, Milton, WI

**RD&A TECHNOLOGIST**  
Kerry, Beloit, WI

**MAINTENANCE  
TECHNICIAN\*\*CAN START  
ASAP\*\***  
Aerotek, Beloit, WI

**ADMINISTRATIVE ASSISTANT-DC**  
Dollar General Distribution Center,  
Janesville, WI

**CNC LATHE & MILL MACHINIST  
POSITIONS**  
Cotta Transmission Company, LLC,

*Example of the jobs directory  
on different displays.*

## Resource Library

Allows for a variety of documents and media files to be organized and viewed online, creating a "media center" with a wide selection of resources such as file downloads, PDF maps, video & audio clips, photos, and links while allowing your site visitors to view them online.

## Staff Directory

Allows you to highlight your staff and organization members bringing a human face to the organization while also providing your site visitors with contact info.

## Contact Forms

Our Contact Form module will provide you with the ability to create recipients for your contact form so visitors can easily reach out to staff members.

## Secure/Private Section (Intranet)

A link for internal staff or board members to log in and view more sensitive information provided by the organization. User levels can be assigned to restrict access to single modules to simplify website administration.

**Fast Facts** An additional graphical area that combines images and text that rotate randomly on the website to add visual interest to pages and highlight historical facts, testimonials, key events, quotes, trends or any other relevant information.

**Custom Form Creator:** Collect Information and Invite Audience Input: Custom forms allow you to get input from your users on the topics that matter to you. With scope to create forms as simple as inviting users to send a basic contact message, or as involved as a survey requesting user input on multiple subjects with a wide array of input options. The Custom Form Creator module is a robust solution to many communication needs.

### Recommended Uses:

- Invite user communication on targeted marketing pages
- Create a custom contact form requesting additional important information
- Survey users to collect data on important topics
- Create online RSVP forms for special events



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## **b) Hosting, Maintenance, & Technical Support**

The Economic Gateway platform includes ongoing updates and expansions as Golden Shovel develops them, at no additional cost to the client. Our maintenance and hosting model provides the City of South Fulton with all the necessary support and assistance for content changes, technical glitches, and support requests related to the website's performance. Our customer support specialists will make sure that your website is accurate and that we are responding to your requests in a timely manner so that your website never gets behind.

### **b.1 Technical Support**

Our hosting and maintenance includes all technology and software updates needed for the website. Unlike other vendors, we do not charge our clients for technology or software updates. Some common requests from clients that are included with the maintenance and hosting service are listed below:

- New page design and set up for a local event
- Video or image uploads
- Image editing and upload to the banner
- Image editing and upload to the banner
- Ongoing training
- Bug fixes and software updates
- Technology updates
- Quarterly software updates and maintenance
- Google Analytics
- Quarterly Analytics Report

### **b.2 Website Launch Campaign**

Included with this service is a marketing campaign for the City of South Fulton's new website. Our team will put together a campaign to promote the launch of your website:

1. Send a press release through online media channels announcing the launch (24-7 Press Release)
2. Provide a press release for the City of South Fulton and assist in the distribution
3. Provide a press release to stakeholders to share with their local media
4. Promote the launch of the website through the City of South Fulton and Golden Shovel's social media channels
5. Promote launch through Golden Shovel's network of site selectors, business consultants, and economic development professionals.
6. Present the new website at State and Regional Conferences (IEDC, SEDC, etc.) where Golden Shovel or the City of South Fulton is presenting.



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### **c) Professional Website Content Copywriting**

Website copywriting refers to the creation of messaging, headers and content for the initial setup of the website. Golden Shovel will provide quality content to your website for the best SEO (Search Engine Optimization) results. We are aware of how important it is to have high-quality content on your website to satisfy the information needs of the City of South Fulton and to increase SEO results. Thus, it is highly relevant for our copywriters to ensure the content aligns with your organization's identity, goals, and initiatives to produce the most effective results. Our copywriters will write original goal-focused content for the website, so there will be a consistent brand voice and messaging. All pages will be goal-focused and written with our client's direction and approval. Content will be populated on your site prior to live launch.

### **d) GateKeeper Service - Ongoing Marketing & Content Management**

Up-to-date, quality content is essential for online success. Our Ongoing Marketing and Content Management/GateKeeper Service will include ongoing management and content support for your website and social media channels to keep them current and engaging. The goal will be to significantly increase the online presence and communication outreach of the organization by sourcing pertinent information that effectively speaks to the target audiences. We will meet with the appropriate City of South Fulton personnel monthly to train, coordinate content, and maximize outreach. We will also create additional original, goal-focused content, as determined by the content strategy document, and provide support in posting it weekly. Our staff work as an extension of the City of South Fulton's content and marketing division to create key messaging, content, articles, a content strategy document, and post new content to the website and social media accounts every week. The writers develop up-to-date posts and articles that resonate with business owners and individuals in the defined target audiences. Quarterly reports will be provided to track website and social media visitors, gauge effectiveness and make adjustments to ensure success.

*The Ongoing Marketing & Content Management/Gatekeeper Service comes with a complimentary, fully redesigned website every 4th year.*



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GateKeeper Service delivers several types of ongoing marketing, original content creation and strategies by target audience:

**Custom Content:** Golden Shovel Agency employs writers who are experts in economic development, quality-of-life initiatives, and storytelling. Our team creates content that is customized to the needs of our clients while ensuring that each content piece is unique to that community. Our writers meet with each client to create a custom content strategy based on a community's unique assets and target audience. We recommend articles that will tell your story in a powerful way while bridging the gap between your community's assets and the needs of your target audience.

This custom content can include:

- Storytelling based on interviews with community members and businesses
- News articles that present the community and local news in the best light
- Press releases to share important announcements
- Robust social media content to promote events or programs
- Quarterly whitepapers that take a deeper dive into community assets, programs and why the target audience should choose to invest or relocate to the community

**SEO Content:** Search Engine Optimization (SEO) Content is content that helps your website rank higher in the search engines when someone conducts an organic search. SEO content is different from traditional content in that the structure of the content, how keywords are used and where they are placed, is prioritized over the traditional flow of content. Golden Shovel Agency's writing team has expertise in structuring the content correctly while ensuring it is still relevant for economic development. We offer several levels of SEO content, based on client needs and budgets. If completed within the traditional GateKeeper service, SEO content is created based on the keywords provided by the client and published on a similar schedule as the Introductory Content. Clients who wish to engage our services for a more robust approach to SEO will receive additional keyword research, keyword optimization across the site, and additional content creation and promotion.

**Website Content:** Golden Shovel Agency creates custom content for economic development, talent attraction and tourism websites. Our team of writers has economic development expertise. Because we understand the industry, its unique approach and how to position communities and the organizations who support them, clients do not spend time "educating" our team on what economic development is, or how they wish to communicate. This saves countless hours when compared to working with a non-economic development marketing firm. Clients typically engage our website writing services when having their economic development website built by Golden Shovel. Over time, additional pages may be created that require website content. Within the GateKeeper service, writers can complete limited website content to ensure that new pages are clearly conveying the necessary information. Clients who wish to have their website rewritten during the redesign process, or every couple of years, can engage our services to receive a content strategy session and full website content development.

#### d.1 Setup & Training

The Golden Shovel Agency team will support the City of South Fulton and provide assistance in implementing the marketing and content plans effectively. Our support includes monthly strategy meetings with key team members and support from a support administrator assigned to your account.

- Golden Shovel will set up any needed social media accounts and populate the recommended social media assets to assure the most significant impact.
- We will provide staff training and also a general review of social media assets.
- Ongoing Social Media management and training will be provided by Golden Shovel representatives.



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#### **d.2 Monthly Strategy Meetings**

Golden Shovel Agency will work with your team monthly to ensure the strategy is executed and the content is published as planned. A Golden Shovel Account Representative will be the point of contact for the City of South Fulton project and will meet monthly with designated City of South Fulton personnel. Quarterly reports are provided and reviewed in the monthly meetings.

- The Content Management Service will be customized to the support level that best fits the City of South Fulton's needs and the Golden Shovel Account Representative will coordinate with the designated staff members to make sure services are aligned with the City of South Fulton's goals and objectives.
- Content recommendations are made monthly to keep content current and fresh
- Monthly review meeting for content strategy changes and training
- Quarterly goal reviews for strategy changes and plan implementation

#### **d.3 Examples of Work**

Golden Shovel has extensive experience creating website and marketing content. We invite you to view the many success stories we have created and published by clicking the links below.

- [Monogram Quality Foods Brings the Bacon in Denison, Iowa](#)
- [Ramsey County Fab Lab](#)
- [Celebrating Manufacturing Month in Phelps County, Nebraska](#)
- [Red Wing Park Project Builds Community](#)
- [Higher Orbitz - Go For Launch! - Midland, TX](#)
- [St. Landry Parish is the Equine Capital of Louisiana](#)

***Golden Shovel launches websites 56% faster than the industry standard. Our experience and efficient process is unmatched by other design companies. This means your organization will gain attention and traffic sooner. Guaranteed!***



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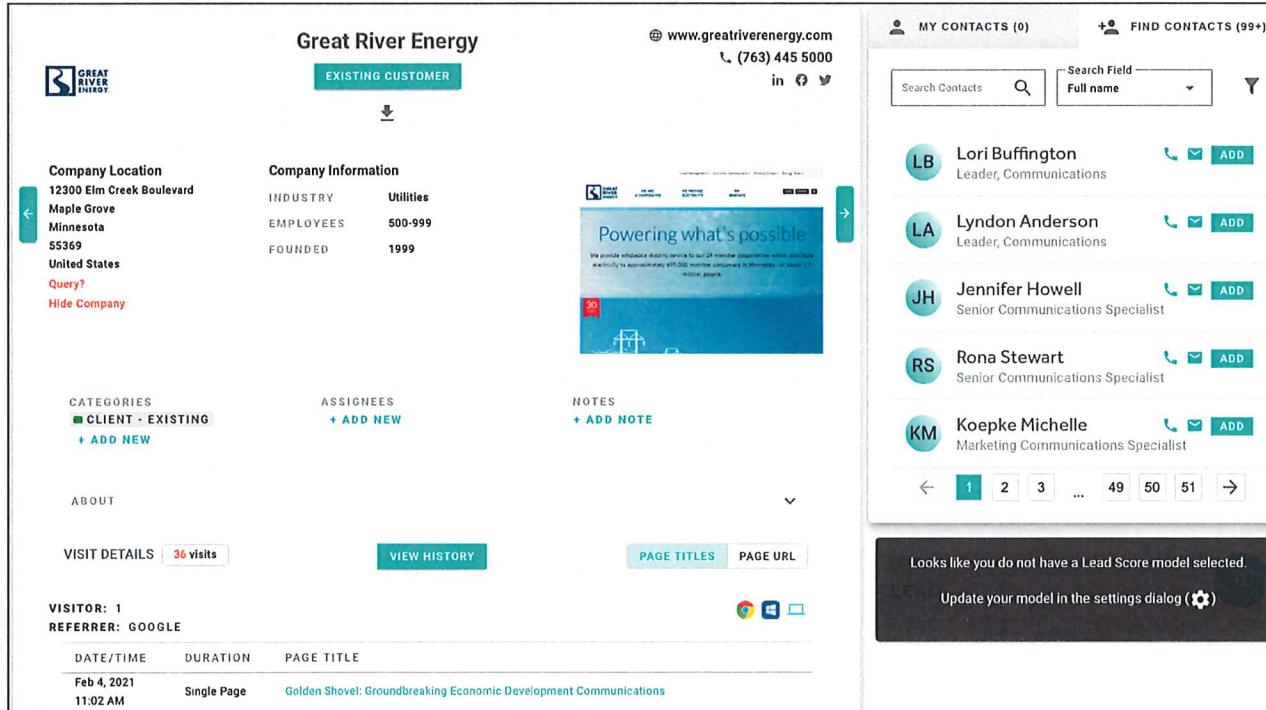
## e) Website Lead Generation & Tracking

Knowing who is visiting your website provides valuable information about the effectiveness of the marketing and outreach strategy. Golden Shovel has a strategic partnership with Lead Forensics to keep close tabs on who is visiting, how often, and what content they are viewing. This information is provided through an online dashboard in real time and can be set up with automated email notifications when predefined goals and criteria are met.

### About Lead Forensics

With our tool, you can see robust contact information of every visit, even if they haven't contacted you or made an inquiry yet. See key information about your site visitors including:

- Company name
- Web address
- Telephone number
- Industry & Company Profile
- Address
- Contact us for a demo!



The screenshot displays the Lead Forensics dashboard for the client Great River Energy. The main header features the "LEAD FORENSICS" logo. The dashboard is divided into several sections:

- Client Information:** Shows the client's name, "Great River Energy", and status as "EXISTING CUSTOMER". It also displays the company's location: 12300 Elm Creek Boulevard, Maple Grove, Minnesota, 55369, United States. There are buttons for "Query?", "Hide Company", and "ADD NEW".
- Visitor Details:** Shows "36 visits" and a "VIEW HISTORY" button. Below this, it lists the visitor: "VISITOR: 1" and "REFERRED: GOOGLE".
- Page Title and URL:** Shows the page title "Golden Shovel: Groundbreaking Economic Development Communications" and the URL "goldenshovel.com".
- Company Information:** Lists the company's industry as "Utilities", employees as "500-999", and founded in "1999".
- Notes and Assignees:** Buttons for "+ ADD NOTE" and "+ ADD NEW".
- Page History:** A preview of the website's homepage with the tagline "Powering what's possible".
- My Contacts:** A sidebar listing contacts with icons for phone, email, and add. The contacts are:
  - Lori Buffington (Leader, Communications)
  - Lyndon Anderson (Leader, Communications)
  - Jennifer Howell (Senior Communications Specialist)
  - Rona Stewart (Senior Communications Specialist)
  - Koepke Michelle (Marketing Communications Specialist)
- Page Navigation:** Includes a page number navigation bar (1, 2, 3, ..., 49, 50, 51) and a "FIND CONTACTS (99+)" button.
- Call to Action:** A message at the bottom right says "Looks like you do not have a Lead Score model selected. Update your model in the settings dialog (⚙️)".



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## 4. COMPARABLE PROJECTS

Below are some examples of project websites we have successfully developed for cities, counties, and regions to enhance their economic development and marketing efforts. Additional examples are available at [Golden Shovel - Our Work](#).

- **Greater Columbus Georgia Chamber of Commerce Economic Development (GA) -** (<http://www.choosecolumbusga.com>) Economic development website and marketing strategy for business and workforce attraction. The project includes a Website Development, Business Attraction Campaign, Targeted LinkedIn Digital Campaign, Workforce Attraction Campaign, Copywriting, Content Management Service, Website Lead Generation & Tracking, and Hosting, Maintenance & Technical Support - Customer since March 2017



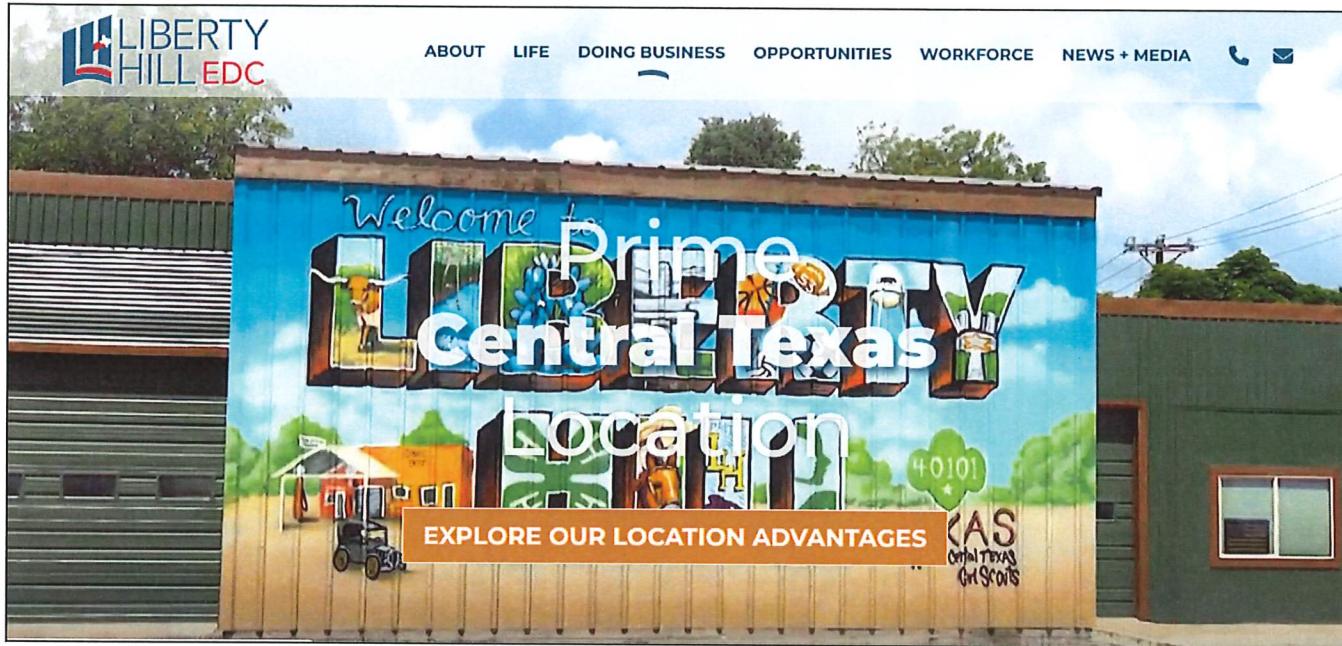
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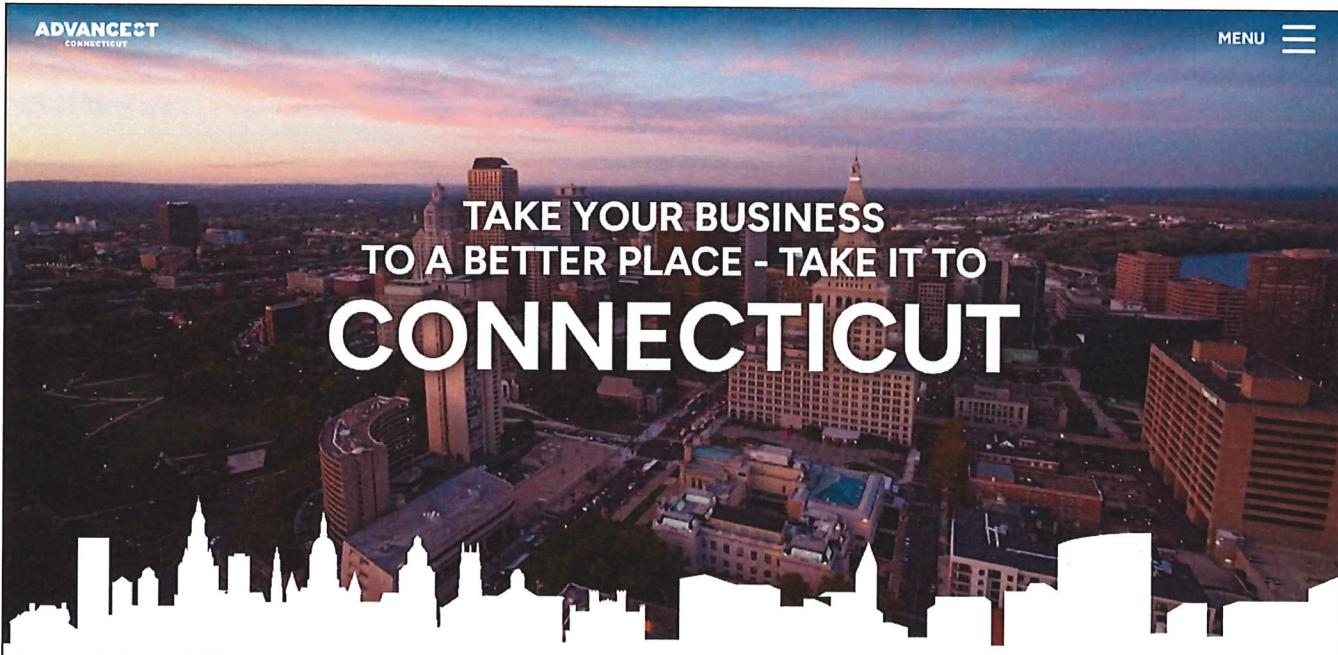
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- Liberty Hill Economic Development Corporation (TX) - ([Liberty Hill \(TX\) Economic Development Corporation \(libertyhilledc.com\)](http://Liberty Hill (TX) Economic Development Corporation (libertyhilledc.com))) The project includes Brand & Logo Strategy, Website Development, Copywriting, Content Management Service, Hosting, Maintenance & Technical Support - Customer since May 2023



- AdvanceCT (CT) - ([AdvanceCT](http://AdvanceCT)) The project includes Website Development, Copywriting, Content Management Service, Website Lead Tracking, and Hosting, Maintenance & Technical Support - Customer since February 2021



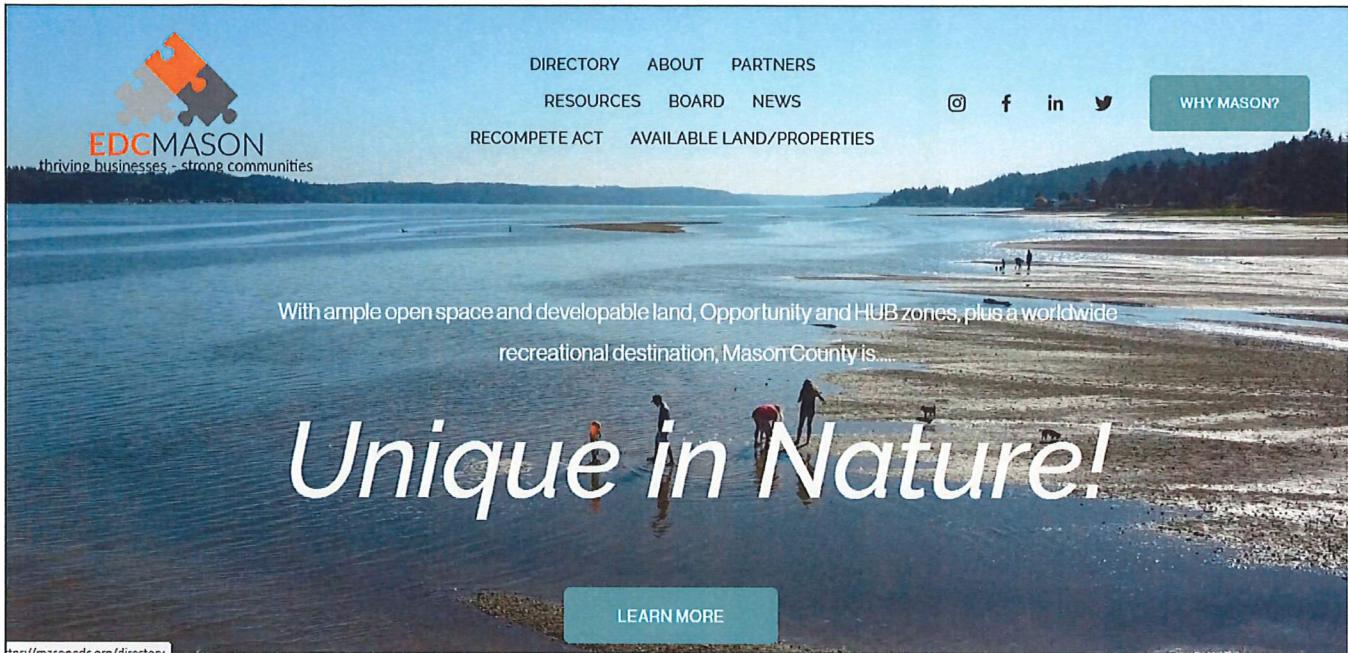
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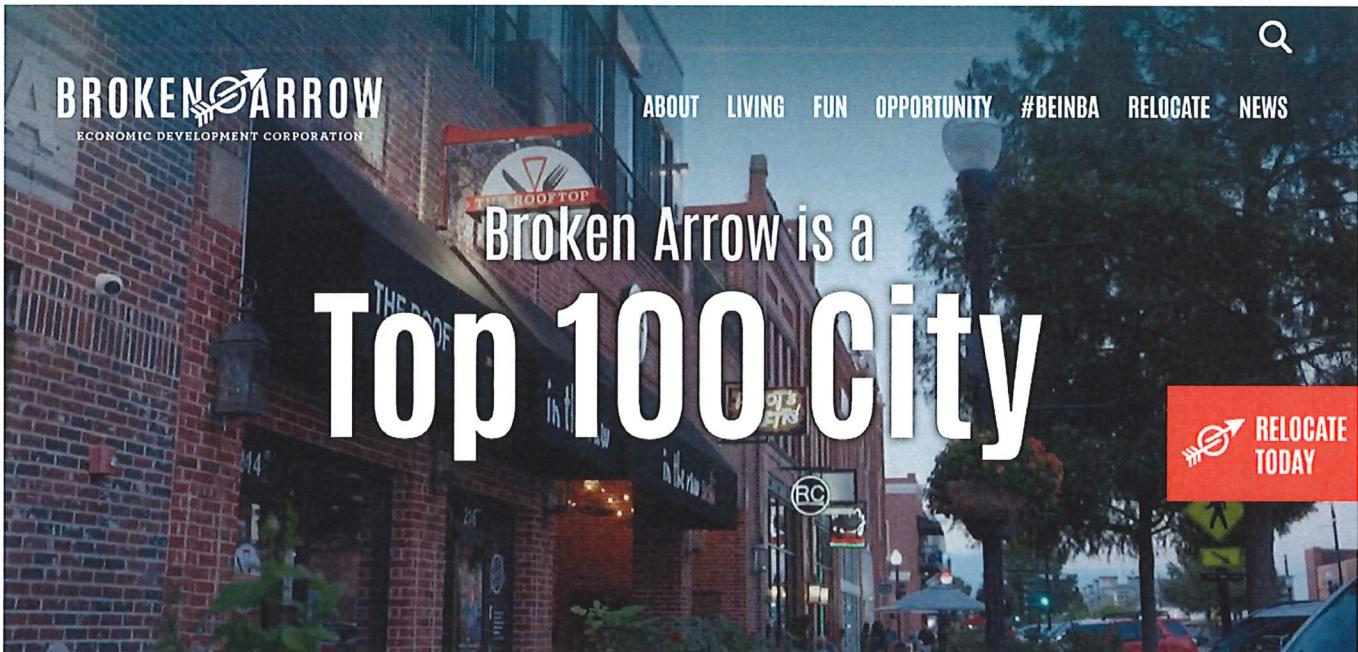
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- **Economic Development Council of Mason County (WA) - (<http://www.choosemason.com>)** Project includes the creation of website development, copywriting, hosting, maintenance & technical support, content development and implementation, ongoing content creation and marketing strategy - Customer since April 2019.



- **Broken Arrow Economic Development Corporation (OK) - ([Broken Arrow Economic Development Corporation \(BAEDC\) \(beinba.com](http://Broken Arrow Economic Development Corporation (BAEDC) (beinba.com))** The project includes Marketing Blueprint, Website Development, Website Copywriting, Photography & Social Media Videos, and Hosting, Maintenance & Technical Support - Customer since June 2023



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- Steuben County (IN) Economic Development Corp (IN) - ([Steuben County Economic Development Corporation \(steubenedc.com\)](http://Steuben County Economic Development Corporation (steubenedc.com)) The project includes Website Development, Copywriting, Content Management Service, Website Lead Tracking, and Hosting, Maintenance & Technical Support - Customer since April 2023



- City of Spruce Grove Economic & Business Development (Alberta) - ([City of Spruce Grove Economic and Business Development \(investsprucegrove.ca\)](http://City of Spruce Grove Economic and Business Development (investsprucegrove.ca)) The project includes Website Development, Copywriting, Content Management Service, GIS Planning Integration, and Hosting, Maintenance & Technical Support - Customer since October 2016



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## 5. CLIENT AWARDS

Golden Shovel Agency is fortunate to collaborate with vibrant clients throughout the world. These economic development agencies and their talented professionals have been routinely recognized for their prolific work and innovative ideas that further economic development in their communities. Additional examples are available at [Client Awards | Golden Shovel Agency](#).



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## 6. EXPERIENCE AND QUALIFICATIONS

### a) Agency Overview

Golden Shovel Agency has the experience and qualifications to meet the specific promotional goals of the City of South Fulton. At Golden Shovel, we bring a team of professionals with diverse industry experience to combine strategy, marketing, technology, and communications to present our clients in their best light. Our key assets are creativity, industry knowledge, and foresight. We evaluate the latest technologies and trends and provide them as marketing solutions to our clients. Golden Shovel provides groundbreaking communications strategies.

Since the company's inception in 2009, Golden Shovel Agency has earned the trust of 285+ clients, with customers ranging from small rural communities to large national associations with hundreds of members. Our number one goal is customer satisfaction leading to long-term relationships. Golden Shovel Agency proudly has retained over 95% of our customers who have engaged our marketing and communications services. This is an industry-leading indicator of our growth and stability in the marketing and communications arena and a predictor of strong growth in years to come. We genuinely believe in our client's satisfaction and provide all clients with a 30-day prorated out clause on all of our contracts. Golden Shovel is the leader in economic development marketing, websites, and communications with over 285 websites and marketing strategies launched in 37 US states. Our work has won state, regional and international design awards. We are solely focused on the economic development industry with a strong understanding of the needs of economic developers and industry consultants from perspectives all across North America.



- Our agency's capabilities include:
  - Website Design and Development
  - Marketing Strategy Development & Implementation
  - Public Relations Campaigns
  - Lead and Influencer Attraction
  - Media Pitch and Media Relations
  - Advertisement Development
  - Earned Media
  - Paid Media
  - Copywriting and Content Development
  - Video Production
  - Inbound Marketing Strategies
  - Social Media Management
  - Graphic Design
  - Search Engine Optimization
  - Lead Tracking and Analytics Benchmarking
  - Standard key performance indicators and data analytics



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**We differentiate from our competitors.** Golden Shovel is not an ordinary marketing firm. We are exclusive to the economic development industry with highly trained experts that help communities throughout the world reach the right audience with their story.

**We are a communications firm.** Great marketing happens when great content finds the right audience. Whether attracting a business in a target industry, or a type of worker, we create custom content tailored for the economic development audiences. We accurately target and measure results through online communication channels.

**We are a technology company.** As developers of the Economic Gateway software-as-a-service platform, as well as our PlaceVR virtual reality video solutions, we are continually developing new communications solutions for our clients. Golden Shovel is the first to bring this vision to the industry and keeps us committed to the latest trends online.

**Extremely high client satisfaction.** Since Golden Shovel's inception, we have retained over 95% of our clients. We attribute this to an emphasis on high-touch customer service and engagement as well as our continued search for new cutting-edge technology and communications strategies.

**Very low employee turnover.** Golden Shovel has a team of 35 people ready to work diligently on your project. Most of our department leads have been with the company for over 4 years. We strive to have consistency with client relationships and project execution.

**Industry expertise.** Golden Shovel has built strong relationships within the site selection and economic development communities over the years. Our executives are routinely requested to present at conferences as experts on marketing and communications trends.

**National, Regional, and Local association partnerships.** Golden Shovel currently does marketing and public relations work for the following state and national associations: NREDA (National Rural Economic Development Association), MAEDC (Mid-America Economic Development Corporation), Touchstone Energy, Wyoming, Kansas and Kentucky.



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## **b) Proposed Team for the City of South Fulton Project**

Our team consists of 33 members covering a wide array of expertise. We will have our top staff assigned to this project to ensure the best possible results. The following key team members will be assigned to the project with assistance from other appropriate staff members as needed:

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**John Marshall, President:** John is a partner with Golden Shovel and has 15 years of experience in financial analysis, sales and business development in the privately owned business market and is a well-respected economic development advisor and strategist. He is a member of the Mid-America EDC, NREDA, SEDC, IEDC, President of the Upton Economic Development Board, member of the Wyoming Workforce Advisory Group and Board Member of the Wyoming Economic Development Association.



**Aaron Brossoit, CEO:** Aaron Brossoit is a founder and partner of Golden Shovel Agency. He has worked with hundreds of communities all across the country focusing on their business attraction, retention and workforce marketing and strategies. Brossoit is a board member for the Mid-America Economic Development Council (MAEDC) and a frequent presenter at state and regional economic development conferences.



**Bethany Quinn, Executive Vice President:** Bethany joined Golden Shovel in 2016. As Executive Vice President, Bethany oversees operations and works with the CEO to develop and implement growth strategies, including the creation of new products and services. Bethany is passionate about finding new ways to tackle historic challenges and is responsible for much of the company's thought leadership. She is a co-host of our podcast, ShovelTalk, and presents to economic development associations throughout North America.



**Darren Varley, Vice President of Client Retention & Creative Services:** Darren has been with Golden Shovel since 2012. He manages website project and coordinates with clients throughout the entire development process. Darren also provides ongoing assistance for marketing strategy development, training, social media, quarterly report reviews and ongoing maintenance. He has been working with the team for over 10 years, creating a wide array of designs with a high level of customization to ensure we fulfill client's expectations.



**Daija Williams, Social Media Specialist:** Daija Williams has been with Golden Shovel Agency since February 2022. She has a Bachelor's Degree in Communications with a Marketing minor from the University of Minnesota. She is also a brand ambassador for multiple marketing agencies. Daija's day-to-day responsibilities include reaching out to clients, creating social media content, digital ads, and Google My Business profiles, in addition to writing content for articles and newsletters.



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**Tonya Tyus, Copywriter:** Tonya Tyus has been with Golden Shovel Agency since June of 2021. She has a Bachelor's degree in Journalism and has been a creative copy, and content writer for more than 20 years in various capacities. Tonya's day-to-day responsibilities include creating, researching, and writing content for economic development organizations. Her favorite thing is when she can connect so well with the economic developers and their communities that she's able to write a story that is approved on the first draft.



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**Ryan Morris, Website Developer:** Ryan has been with Golden Shovel since 2019. Ryan has a Bachelor's Degree in Information Systems from St. Cloud State University. He has over 7 years of web development, computer programming and app development experience. Ryan's responsibilities include setting up new websites, module development for the Economic Gateway and programming support for new development and VR.



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**Chuck Friedbauer, Director of Content Management:** Chuck has been with Golden Shovel since 2019 and has grown from Copywriter to Director of Content Management. Prior to Golden Shovel, Chuck had 13 years of experience as a journalist and content writer. He also has a degree in Chemical Engineering and was a Chemical Engineer for 12 years. Chuck's day-to-day responsibilities include writing ongoing economic development promotional content and website redevelopment content for various clients around the country. The satisfaction he gets from helping communities improve their economic well-being and quality of life makes every project enjoyable. Chuck's favorite thing about working with economic development organizations is combining his technical background with inspiring stories of economic success in communities across the country.



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**Jesse Molnau, Graphic Designer:** Jesse has been with Golden Shovel Agency since 2019. Jesse has an Associate's Degree in Graphic Design. Jesse also brought over 20 years of experience in print and digital graphic design work for various freelance clients, as well as a national direct-mail and e-commerce retailer. Jesse's day-to-day responsibilities include designing custom layouts based on each client's individual needs and goals that are used to give each client a visual representation of what their site will look like prior to the actual site development. Jesse's favorite thing about working with economic development organizations is learning about each of his clients' communities. He enjoys reading each client brief and discovering what aspects of their community they are most proud of and wish to show off to the world. He takes personal satisfaction in turning each client's verbal input and goals and turning them into visual reality.



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**Erica Franks, Gatekeeper Client Manager:** Erica has been with Golden Shovel since August of 2023. Her past experience includes a Marketing Specialist role where she focused on SEO and Google Ad Grants for nonprofits in addition to working as a freelance marketer, completing projects for social media management, content marketing, and consulting services. Erica has certificates in Email Marketing and Project Management and is currently working on her Bachelor's in Business Administration with a focus in Marketing from CSU Chico.



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**Audrey Anderson, Director of Marketing & Communications:** Audrey has been with Golden Shovel since 2020. She creates original marketing content and manages the company's social media presence. Her experience in a variety of different industries allows us to reach targeted audiences and form relevant connections. Audrey graduated from Minnesota State University Moorhead with Bachelors' in Communication Studies, with an emphasis in event planning, and Public Relations.

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### c) **Industry Experience**

We are coming up on our 15th year singularly focused on the economic development industry. All of our 285+ clients are in this exact industry. Our team members attend state and national Economic Development conferences monthly to network and stay current on best practices and industry innovations. Below are some of the conferences we have attended recently:

<b>State</b>	<b>National</b>
<ul style="list-style-type: none"><li>○ California (<b>CALED</b>)</li><li>○ Idaho (<b>IEDA</b>)</li><li>○ Illinois (<b>IRAC</b>)</li><li>○ Iowa (<b>PDI</b>)</li><li>○ Kansas (<b>KEDA</b>)</li><li>○ Kentucky (<b>KAED</b>)</li><li>○ Minnesota (<b>EDAM</b>)</li><li>○ Mississippi (<b>MEDC</b>)</li><li>○ Montana (<b>MEDA</b>)</li><li>○ Nebraska (<b>NEDA</b>)</li><li>○ North Dakota (<b>EDND</b>)</li><li>○ Ohio (<b>OEDA</b>)</li><li>○ Oklahoma (<b>OEDC</b>)</li><li>○ South Dakota (<b>GOED</b>)</li><li>○ Tennessee (<b>TEDC</b>)</li><li>○ Texas (<b>TEDC</b>)</li><li>○ Utah (<b>UAED</b>)</li><li>○ Wisconsin (<b>WEDA</b>)</li><li>○ Wyoming (<b>WEDA</b>)</li></ul>	<ul style="list-style-type: none"><li>○ <b>APPA</b> - American Public Power Association</li><li>○ <b>IAMC</b> - Industrial Asset Management Council</li><li>○ <b>ICSC</b> - International Council of Shopping Centers</li><li>○ <b>IEDC</b> - International Economic Development Council</li><li>○ <b>IEDC</b> - Leadership Summit</li><li>○ <b>MAEDC</b> - Mid America Economic Development Council</li><li>○ <b>NADO</b> - National Association of Development Organizations</li><li>○ <b>NREDA</b> - National Rural Economic Developers Association</li><li>○ <b>SEDC</b> - Southeast Economic Development Council</li><li>○ <b>SELECT USA</b> - Annual International Conference</li><li>○ <b>UEDA</b> - Utility Economic Development Association</li></ul>



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#### d) Why Hiring a Local Design Firm Can Backfire

## WHY HIRING A LOCAL DESIGN FIRM CAN BACKFIRE

20 SEP 2021

News, Blog

### BEFORE YOU HIRE A LOCAL DESIGN FIRM TO CREATE YOUR NEW WEBSITE, CONSIDER THIS:

We understand why you may feel honor-bound to do business locally. In most cases, we agree. However, when it comes to creating your online presence, that choice may be detrimental to the very community you're working so hard to serve. The reason is simple. Economic development organizations are specific, nuanced, and hard to thoroughly explain to anyone outside the industry.

Design firms know design. They'll take any client, in any industry, who'll pay the fee. If you go with one, be prepared to explain what an EDO is, and what it does. Don't be surprised if they conflate some of your goals and needs with those of a Chamber of Commerce or Convention and Visitors Bureau. Six months later, on average, they'll deliver a slick-looking website. You'll be proud of it until it starts to lose its "new" - which won't be long. Nobody knows every industry, and design firms don't know enough about site selectors to anticipate their ongoing needs.

In contrast, Golden Shovel Agency has been a leading expert in Economic Development Marketing for years. We've never built or maintained a website for any other industry. We never plan to. Economic development organizations who go with us have a better experience and get better results.

### IF YOU THINK DOING IT RIGHT COSTS TOO MUCH, CONSIDER THE COST OF DOING IT OVER.

Many of our clients come to us for replacement sites after price shopping, choosing a local design firm with a stunning portfolio and great general references, but no economic development experience. Sadly, they soon realize that the first investment they made misses the mark in today's fast-paced, remote-centric



Golden Shovel

Read the full article here: [Why Hiring a Local Design Firm Can Backfire](#)

#### e) Closing Words

The City of South Fulton would be a valued addition to Golden Shovel Agency's client partners. Golden Shovel Agency has spent over a decade establishing itself as a leader in the economic development and site selection field. One of the benefits of partnering with Golden Shovel on this project is that our team is already highly trained in economic development marketing and communications and works with your target audiences on a daily basis. The learning curve and transition would be extremely short. Partnering with the City of South Fulton would be a tremendous addition to that endeavor and our team would be all hands on deck to leverage and maximize this relationship.



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## 7. TESTIMONIALS

Our clients are the best reflection of our services and expertise. One of the best and most valuable resources we have for accomplishing this goal is the feedback that we frequently receive from clients and business partners. The following are on-camera videos and written comments about the quality of work provided by Golden Shovel:



View more on-camera testimonials for Golden Shovel through YouTube: [Golden Shovel Agency Testimonials](#)

*“Although it looked a bit overwhelming at the beginning, the entire process has been seamless. Working with Golden Shovel and their online solutions and its team is the most responsive we have ever worked with!”*

*~Gerri Lawing, Guadalupe Valley Electric Cooperative (Client since August 2015)*

*“As York County Development Corporation undertook the design of the website in partnership with Golden Shovel, we had some high-level goals. In today's competitive world, it is imperative to stand out, yet have our site answer the questions a business or site selector would have. Golden Shovel has been an invaluable partner in our efforts.”*

*~Lisa Hurley, York County Development Corporation (Client since February 2014)*

*“I have been working with Golden Shovel Agency to build an economic development portal for Great River Energy and our 28 member co-ops. The economic development-focused tools and software as part of our website solution will not only help Great River Energy promote our economic development online, but will also provide focused websites for our co-ops to promote their economic development efforts for rural Minnesota. The team at Golden Shovel Agency customizes their solution to meet the individual needs of their clients. The professionalism, attention to detail, and customer service that Golden Shovel provides is outstanding.”*

*~Tom Lambrecht, Great River Energy (Client since March 2013)*

*“Working with Chuck Friedbauer has been wonderful! I appreciate how he just takes the story idea and runs with it. Even when given a short turnaround time, Chuck always comes through with an interesting and informative article. His articles have really enhanced our monthly newsletter and allowed us to feature the great work happening throughout Ramsey County in workforce development.”*

*~Becky Milbrandt, Ramsey County (Client since April 2019)*



**Golden Shovel Agency**

Groundbreaking Economic Development Communications

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## 8. INVESTMENT OVERVIEW

### Website, Content & Social Media Development:

- Website Design & Development
- Ongoing Content/GateKeeper Service & Website Hosting, Maintenance, & Technical Support
  - ✓ Monthly Strategy Meetings
  - ✓ Website Analytics
  - ✓ Includes new website design every 4th year at no cost
- ESRI demographic data feed & community profile infographics
- Professional Copywriting of Entire Website
- Website Lead Generation & Tracking

**Total Project Cost:**

**\$56,500**

*\*These are the services we recommend based on our experience, but the City of South Fulton can mix and match any services and add additional services in later years.*



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## 9. CLIENT REFERENCES

### Horton Hobbs

[hhobbs@greaterspringfield.com](mailto:hhobbs@greaterspringfield.com)

Vice President of Economic Development  
EXPAND Greater Springfield  
Springfield, Ohio  
Ph: 937.521.1935

- Customer since June 2016

<http://www.expandgreaterspringfield.com/springfield>

**Services provided:** Website Development, Website Copywriting, Content Management Service, Advanced Website Lead Generation/Tracking, GIS Planning Integration

### Steve Jahn

[steve@momentumwest.org](mailto:steve@momentumwest.org)

Executive Director  
Momentum West  
Ph. 715.874.4673

<http://www.momentumwest.org/momentum-west>

- Customer since February 2015

<http://www.mcohio.org>

**Services Provided:** Website Development, Website Copywriting, Content Management Service, Website Hosting & Maintenance, & Digital Strategies

### Lea Hoover

[lhoover@otecc.com](mailto:lhoover@otecc.com)

Manager of Administration and Strategic Services  
Oregon Trail Electric Cooperation  
Baker City, Oregon  
Ph: 937.521.1935

- Customer since January 2019

<http://economicdevelopment.otec.coop/>

**Services provided:** Website Development, Website Copywriting, Content Management Service, Advanced Website Lead Generation/Tracking, Website Hosting & Maintenance, Virtual Reality FAM Tour Video

### Lisa Hurley, CEcD

[lhurley@yorkdevco.com](mailto:lhurley@yorkdevco.com)

Executive Director  
York County Development Corporation  
York, Nebraska  
Ph: 402.362.3333

- Customer since March 2014

<http://www.yorkdevco.com/york>

**Services provided:** Website Development, Website Copywriting, Content Management Service, Advanced Website Lead Generation/Tracking, Virtual Reality FAM Tour



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## South Fulton Development Authority

**Agenda Item Name:** Activities Committee

**Date:** August 7, 2024

**Category:** Committee Reports

**Department:** Economic Development

**Presenter(s):** Activities Committee

### Background

The activities committee will discuss with and make recommendations to the SFDA board of directors on items that fall within the purview of the SFDA activities committee.

**Financial Impact:** N/A

**Action requested:** The SFDA board may or may not be asked to approve a recommendation on how \$60k in American Rescue Plan Administration funds should be used in the City of South Fulton.

## South Fulton Development Authority

**Agenda Item Name:** Civic Engagement Committee

**Date:** August 7, 2024

**Category:** Committee Reports

**Department:** Economic Development

**Presenter(s):** Civic Engagement Committee

### Background

The civic engagement committee will make suggestions and/or recommendations on civic matters that affect the residents of the City of South Fulton.

**Financial Impact:** N/A

**Action requested:** The SFDA board may or may not be asked to take action on recommendations that may be made to the SFDA board.

## **South Fulton Development Authority**

**Agenda Item Name:** Finance Committee

**Date:** August 7, 2024

**Category:** Committee Reports

**Department:** Economic Development

**Presenter(s):** Nathan Lewis, SFDA Treasurer

### **Background**

The SFDA Chairman and finance committee have the opportunity to update the SFDA Board of Directors on the boards financial standing and share other financial information.

**Financial Impact:** N/A

**Action requested:** The SFDA board may or may not be asked to approve a financial report and / or consider and approve a SFDA budget for FY25.



Regions Bank  
Camp Creek Parkway  
3511 Camp Creek Parkway  
East Point, GA 30344

CITY OF SOUTH FULTON  
SF DEV AUTHORITY  
5440 FULTON INDUSTRIAL BLVD SW  
ATLANTA GA 30336-2527

ACCOUNT #

0349431706

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### PUBLIC FUNDS INTEREST CHECKING

March 30, 2024 through April 30, 2024

#### SUMMARY

<b>Beginning Balance</b>	<b>\$623,248.46</b>	<b>Minimum Balance</b>	<b>\$623,248</b>
Deposits & Credits	\$0.00 +	Annual Percentage Yield Earned	4.59%
Net Interest Earned	\$2,452.12 +	Interest This Period	\$2,452.12
Withdrawals	\$0.00 -	Average Collected Balance	\$623,248.46
Fees	\$0.00 -	2024 YTD Interest	\$9,374.02
Automatic Transfers	\$0.00 +		
Checks	\$0.00 -		
<b>Ending Balance</b>	<b>\$625,700.58</b>		

#### INTEREST

04/30	Interest Payment	2,452.12
-------	------------------	----------

#### DAILY BALANCE SUMMARY

Date	Balance
04/30	625,700.58

You may request account disclosures containing  
terms, fees, and rate information (if applicable)  
for your account by contacting any Regions office.

For all your banking needs, please call 1-800-REGIONS (734-4667)  
or visit us on the Internet at [www.regions.com](http://www.regions.com). (TTY/TDD 1-800-374-5791)



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2024 Regions Bank Member FDIC. All loans subject to credit approval.

## Easy Steps to Balance Your Account

Checking Account		
1.	Write here the amount shown on statement for <b>ENDING BALANCE</b>	\$
2.	Enter any deposits which have not been credited on this statement.	\$ +
3.	Total lines 1 & 2	\$ =
4.	Enter total from 4a (column on right side of page)	\$ -
5.	Subtract line 4 from line 3. This should be your checkbook balance.	\$ =

4a List any checks, payments, transfers or other withdrawals from your account that are not on this statement.

The law requires you to use "reasonable care and promptness" in examining your bank statement and any checks sent with it and to report to the Bank an unauthorized signature (i.e., a forgery), any alteration of a check, or any unauthorized endorsement. You must report any forged signatures, alterations or forged endorsements to the Bank within the time periods specified under the Deposit Agreement. If you do not do this, the Bank will not be liable to you for the losses or claims arising from the forged signatures, forged endorsements or alterations. Please see the Deposit Agreement for further explanation of your responsibilities with regard to your statement and checks. A copy of our current Deposit Agreement may be requested at any of our branch locations.

Summary of Our Error Resolution Procedures  
In Case of Errors or Questions About Your Electronic Transfers  
Telephone us toll-free at 1-800-734-4667  
or write us at  
Regions Electronic Funds Transfer Services  
Post Office Box 413  
Birmingham, Alabama 35201

Please contact Regions as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on your statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number.  
(2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.  
(3) Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days for POS transactions or for transfers initiated outside of the United States). If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error. If, after the investigation, we determine that no bank error occurred, we will debit your account to the extent previously credited. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not credit your account.

New Accounts- If an alleged error occurred within thirty (30) days after your first deposit to your account was made, we may have up to ninety (90) days to investigate your complaint, provided we credit your account within twenty (20) business days for the amount you think is in error.

If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

FOR QUESTIONS CONCERNING THIS STATEMENT OR FOR VERIFICATION OF A PREAUTHORIZED DEPOSIT, PLEASE CALL 1-800-REGIONS (734-4667) OR VISIT YOUR NEAREST REGIONS LOCATION.

ADJ - Adjustment  
EB - Electronic Bar

### RI - Return Item

### CR - Credit

SC - Service Charge

**FWT - Federal Withholding Tax**

### OD - Overdrawn

CD - Overdrawn  
\*Break in Number Sequence

You can make a deposit at the branch during business hours or at a Regions Deposit-Smart ATM, and you can also make a transfer or deposit through Regions Online Banking or Mobile Banking. To make a deposit to an overdrawn account 24 hours a day, please visit <https://selfservice.regions.com>.



Regions Bank  
Camp Creek Parkway  
3511 Camp Creek Pkwy.  
East Point, GA 30344

CITY OF SOUTH FULTON  
SF DEV AUTHORITY  
5440 FULTON INDUSTRIAL BLVD SW  
ATLANTA GA 30336-2527

ACCOUNT # 0349431706

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### PUBLIC FUNDS INTEREST CHECKING

May 1, 2024 through May 31, 2024

#### SUMMARY

Beginning Balance	\$625,700.58	Minimum Balance	\$625,700
Deposits & Credits	\$0.00 +	Annual Percentage Yield Earned	4.59%
Net Interest Earned	\$2,384.84 +	Interest This Period	\$2,384.84
Withdrawals	\$0.00 -	Average Collected Balance	\$625,700.58
Fees	\$0.00 -	2024 YTD Interest	\$11,758.86
Automatic Transfers	\$0.00 +		
Checks	\$0.00 -		
<b>Ending Balance</b>	<b>\$628,085.42</b>		

#### INTEREST

05/31	Interest Payment	2,384.84
-------	------------------	----------

#### DAILY BALANCE SUMMARY

Date	Balance
05/31	628,085.42

You may request account disclosures containing  
terms, fees, and rate information (if applicable)  
for your account by contacting any Regions office.

For all your banking needs, please call 1-800-REGIONS (734-4667)  
or visit us on the Internet at [www.regions.com](http://www.regions.com). (TTY/TDD 1-800-374-5791)



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## Easy Steps to Balance Your Account

## Checking Account

1.	Write here the amount shown on statement for <b>ENDING BALANCE</b>	\$
2.	Enter any deposits which have not been credited on this statement.	\$ +
3.	Total lines 1 & 2	\$ =
4.	Enter total from 4a (column on right side of page)	\$ -
5.	Subtract line 4 from line 3. This should be your checkbook balance.	\$ =

4a List any checks, payments, transfers or other withdrawals from your account that are not on this statement.

The law requires you to use "reasonable care and promptness" in examining your bank statement and any checks sent with it and to report to the Bank an unauthorized signature (i.e., a forgery), any alteration of a check, or any unauthorized endorsement. You must report any forged signatures, alterations or forged endorsements to the Bank within the time periods specified under the Deposit Agreement. If you do not do this, the Bank will not be liable to you for the losses or claims arising from the forged signatures, forged endorsements or alterations. Please see the Deposit Agreement for further explanation of your responsibilities with regard to your statement and checks. A copy of our current Deposit Agreement may be requested at any of our branch locations.

Summary of Our Error Resolution Procedures  
In Case of Errors or Questions About Your Electronic Transfers  
Telephone us toll-free at 1-800-734-4667  
or write us at  
Regions Electronic Funds Transfer Services  
Post Office Box 413  
Birmingham, Alabama 35201

Please contact Regions as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on your statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

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ADJ - Adjustment      RI - Return Item      CR - Credit      SC - Service Charge      OD - Overdrawn  
EB - Electronic Banking      NSF - Nonsufficient Funds      APY - Annual Percentage Yield      FWT - Federal Withholding Tax      \*Break in Number Sequence

You can make a deposit at the branch during business hours or at a Regions Deposit-Smart ATM, and you can also make a transfer or deposit through Regions Online Banking or Mobile Banking. To make a deposit to an overdrawn account 24 hours a day, please visit <https://selfservice.regions.com>.



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CITY OF SOUTH FULTON  
SF DEV AUTHORITY  
5440 FULTON INDUSTRIAL BLVD SW  
ATLANTA GA 30336-2527

ACCOUNT # 0349431706

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### PUBLIC FUNDS INTEREST CHECKING

June 1, 2024 through June 28, 2024

#### SUMMARY

Beginning Balance	\$628,085.42	Minimum Balance	\$628,085
Deposits & Credits	\$0.00 +	Annual Percentage Yield Earned	4.59%
Net Interest Earned	\$2,162.26 +	Interest This Period	\$2,162.26
Withdrawals	\$0.00 -	Average Collected Balance	\$628,085.42
Fees	\$0.00 -	2024 YTD Interest	\$13,921.12
Automatic Transfers	\$0.00 +		
Checks	\$0.00 -		
<b>Ending Balance</b>	<b>\$630,247.68</b>		

#### INTEREST

06/28	Interest Payment	2,162.26
-------	------------------	----------

#### DAILY BALANCE SUMMARY

Date	Balance
06/28	630,247.68

You may request account disclosures containing  
terms, fees, and rate information (if applicable)  
for your account by contacting any Regions office.

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or visit us on the Internet at [www.regions.com](http://www.regions.com). (TTY/TDD 1-800-374-5791)



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3.	Total lines 1 & 2	\$ =
4.	Enter total from 4a (column on right side of page)	\$ -
5.	Subtract line 4 from line 3. This should be your checkbook balance.	\$ =

4a List any checks, payments, transfers or other withdrawals from your account that are not on this statement.

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or write us at  
Regions Electronic Funds Transfer Services  
Post Office Box 413  
Birmingham, Alabama 35201

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(2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.  
(3) Tell us the dollar amount of the suspected error.

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FOR QUESTIONS CONCERNING THIS STATEMENT OR FOR VERIFICATION OF A PREAUTHORIZED DEPOSIT, PLEASE CALL 1-800-REGIONS (734-4667) OR VISIT YOUR NEAREST REGIONS LOCATION.

ADJ - Adjustment  
EB - Electronic Ba

RI - Return Item  
NSF - Nonsufficient

### CR - Credit

### APY - Annual Percentage Yield

### SC - Service Charge

### FWT - Federal Withholding Tax

### OD - Overdrawn

### \*Break in Number Sequence

You can make a deposit at the branch during business hours or at a Regions Deposit-Smart ATM, and you can also make a transfer or deposit through Regions Online Banking or Mobile Banking. To make a deposit to an overdrawn account 24 hours a day, please visit <https://selfservice.regions.com>.

South Fulton Development Authority  
 Regions Bank Account 1706  
 Budget FY25

Account Name	Amount	Notes
Professional Services	\$ 84,000.00	Attorney \$5,000 per month @12 months= \$60,000 Financial Advisor - \$24,000
Advertising / Marketing	\$ 10,000.00	Print/media \$5,000 Other advertisement \$5,000
Printing	\$ 1,150.00	Business cards/brochures/handouts
Travel	\$ 13,500.00	GEDA annual conference \$1500 @ 9 members = \$13,500.00
Education & Training	\$ 2,250.00	Carl Vinson Institute Dev. Auth. Training \$250@ 9 members
Dues & Fees	\$ 4,500.00	GEDA Membership \$500 @ 9 board members
Office Supplies	\$ -	
Food	\$ 6,600.00	\$550 @ 12 months = \$7,800.00
Special Events	\$ 5,000.00	2 – field trips @ \$2,500.00 ea.
Website Development & Management	\$ 20,000.00	
Development Authority Retrat	\$ 3,000.00	
<b>Total 07/29/2024</b>	<b>\$ 150,000.00</b>	
* Land Acquisitions	\$ -	<i>Funds for purchasing will be drawn from Reserve Account</i>

# New Business



**Divider Sheet**

## **South Fulton Development Authority**

**Agenda Item Name:** Joint Development Authority Meeting

**Date:** August 7, 2024

**Category:** New Business

**Department:** Economic Development

**Presenter(s):** Chairman Miller and Executive Director Jones

### **Background**

During the IGA presentation to the CoSF City Council it was requested that the SFDA board of Directors once again conduct Joint Development Authority meetings with the City Council. Staff has a recommendation to provide to the SFDA board of Directors.

**Financial Impact:** N/A

**Action requested:** Staff request that the SFDA Board of Directors provide consent for a Joint Development Authority Meeting at a date yet to be determined.

## South Fulton Development Authority

**Agenda Item Name:** Election of SFDA Officers

**Date:** August 7, 2024

**Category:** New Business

**Department:** Economic Development

**Presenter(s):** Executive Director Jones

### Background

During the even numbered years in the month of September every two years, officers for the SFDA board of Directors are elected by the SFDA board. The executive director recommends that the board conduct officer election at the regularly scheduled SFDA board meeting in September 2024. The new SFDA Board officers will take over the respective officer positions at the October 2024 SFDA board meeting.

**Financial Impact:** N/A

**Action requested:** Staff request that those SFDA board members contact the executive director if they are interested in serving on the executive board of the SFDA. At the September 2024 SFDA board meeting nominations can be made at that time also for board members to be considered by their peers.

**RESOLUTION  
TO  
AMEND AND RESTATE  
THE BYLAWS OF  
SOUTH FULTON DEVELOPMENT AUTHORITY**

This Amended and Restated Bylaws of the South Fulton Development Authority is made this 8<sup>th</sup> day of January 8, 2024, with the approval of a majority of the South Fulton Development Authority Board of Directors (the “**Board**”) in accordance with Article Ten of the Bylaws.

**WITNESSETH:**

**WHEREAS**, on or about April 23, 2019, the City of South Fulton, Georgia (the “**City**”) activated the South Fulton Development Authority (“**Authority**”); and

**WHEREAS**, the Authority is a public body corporate and politic duly created and existing under Chapter 61 of Title 36 of the Official Code of Georgia Annotated, the “Development Authorities Law”, as amended and supplemented; and

**WHEREAS**, the initial Board of the Authority adopted the Bylaws of the Authority (the “**Bylaws**”) on or about September 30, 2019, to guide its operational procedures; and

**WHEREAS**, the Bylaws may be amended with the affirmative vote of the majority of the Board membership in accordance with Article VIII Section 3 thereof; and

**WHEREAS**, the current Board has determined it to be in the best interest of the Authority to amend and restate the Bylaws as set forth hereinbelow; and

**WHEREAS**, the following amended and restated Bylaws of the Authority have been approved by a majority of the Board pursuant to Article VIII Section 3 of the Bylaws; and

**WHEREAS**, the Amended and Restated Bylaws of the Authority are attached as Exhibit “1” and incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED** by the Authority that the Original Bylaws of the Authority are hereby amended and restated by striking the same in their entirety and substituting therefor the “Amended and Restated Bylaws of South Fulton Development Authority” attached hereto as Exhibit “1”. In recognition of the foregoing, the attached Amended and Restated Bylaws are hereby adopted in their entirety. From and after the date hereof, such attached Amended and Restated Bylaws may be published and delivered as the Bylaws of the Authority.

\*\*\*\*\*

Section 1. It is hereby declared to be the intention of the Authority that:

(a) All sections, paragraphs, sentences, clauses, and phrases of this Resolution

are or were, upon their enactment, believed by the Authority to be fully valid, enforceable, and constitutional.

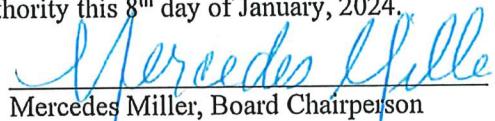
(b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Resolution is severable from every other section, paragraph, sentence, clause, or phrase of this Resolution. No section, paragraph, sentence, clause, or phrase of this Resolution is mutually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

(c) In the event that any section, paragraph, sentence, clause or phrase 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 Authority 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 section, paragraph, sentence, clause or phrase of this Resolution.

Section 2. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions of this Resolution for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the City Clerk.

Section 3. The effective date of this Resolution shall be the date of adoption, unless provided otherwise by state and/or federal law.

THIS RESOLUTION so adopted by the Authority this 8<sup>th</sup> day of January, 2024.

  
Mercedes Miller, Board Chairperson

ATTEST:

  
Dana M. Tucker Davis, Board Secretary

APPROVED AS TO FORM:

  
Isaac Yilma, Esq.  
McGuireWoods LLP  
Authority Attorney

EXHIBIT "1"



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AMENDED AND RESTATED  
BYLAWS OF

---

SOUTH FULTON  
DEVELOPMENT AUTHORITY

JANUARY 8, 2024

**AMENDED AND RESTATED BYLAWS  
OF  
SOUTH FULTON DEVELOPMENT AUTHORITY**

**ARTICLE I  
ORGANIZATION OF DEVELOPMENT AUTHORITY**

1.1 Creation and Activation. The South Fulton Development Authority (the “Authority”) is a public body corporate and politic, created in and for the City of South Fulton (the “City”), located in Fulton County, Georgia (the “County”). The Authority has been authorized by the General Assembly of Georgia and has been created and activated as a development authority under O.C.G.A. Section 36-62-1, *et seq.* by resolutions of the governing body of the City adopted on November 27, 2018 and April 23, 2019 (together, known as the “Activating Resolution”), and duly filed with the Secretary of State of Georgia.

1.2 Status. The Authority is governed by O.C.G.A. § 36-62-1, *et seq.*, as now or hereafter amended (the “Development Authorities Law” or the “Act”), under which the Authority is an entity separate from other public bodies. The Development Authorities Law provides, in part, that insofar as it may be inconsistent with the provisions of any other law, including the charter of any municipal corporation, the Development Authorities Law shall be controlling. Further, the Development Authorities Law provides, in part, that no bonds or other obligations of and no indebtedness incurred by any authority shall constitute an indebtedness or obligation of the State of Georgia or of any county, municipal corporation, or political subdivision thereof, nor shall any act of any authority in any manner constitute or result in the creation of an indebtedness of the State of Georgia or of any such county, municipal corporation, or political subdivision.

1.3 Name. The Authority is named the “South Fulton Development Authority.”

1.4 Activating Resolution. It shall be the duty of the Secretary of the Authority to place a copy of the Activating Resolution, any amendment, and supplements in the Authority’s minute book. Further, the Secretary shall cause a fully executed original version of the Authority’s Resolution to be delivered to the City Clerk.

**ARTICLE II  
PURPOSES AND POWERS**

2.1 General Purposes. The general purposes and powers of the Authority have been determined by the General Assembly of Georgia and are set forth in the Development Authorities Law.

2.2 Particular Purposes. Without limitation of Section 2.1, above, the Authority shall have the following particular purposes:

- (a) to develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities of the City in accordance with the Development Authorities Law;
- (b) to encourage cooperation among economic development organizations with the County and City; and
- (c) to exercise all of the powers granted to a development authority pursuant to the provisions of the Development Authorities Law.

2.3 Annual Activities. The Board will perform the following functions annually:

- (a) Adopt a Fiscal Year budget;
- (b) Cause an annual report of the Authority's activities in the prior fiscal year to be provided to the City Council and provide the requisite public notice of the filing and availability for inspection of same;
- (c) Review and approve an annual report of the Authority's activities from the prior Fiscal Year presented by the Executive Director and approve transmission of same to the City Council along with the requisite public notice of the filing and availability for inspection of same, and shall (when required by Section 5.1, below) elect officers for the then current Fiscal Year;
- (d) Conduct annual officer elections in odd numbered years; and
- (e) Approve an independent, certified public audit of the Authority's financial records which must be completed in accordance with state law. This may be completed in accordance with the City's annual audit.

### **ARTICLE III OFFICES AND PLACES OF MEETINGS**

3.1 Principal Office. The Authority shall have its principal office located 6385 Old National Highway, Suite 210, Atlanta, Georgia 30349, or such other location determined by a majority of the Board (the "Principal Office").

3.2 Additional Offices. The Authority may have such other offices at such additional locations within its area of operations as the Authority may deem appropriate.

3.3 Regular Meeting Place. The principal office shall be considered a regular meeting place of the Authority.

### **ARTICLE IV DIRECTORS**

4.1 General. The Authority shall have a Board of Directors (the "Board") which shall consist of nine (9) voting members qualified and appointed as provided in O.C.G.A. § 36-62-4

who shall serve for terms as follows:

Position 1 (District 1) April 25, 2023 – January 25, 2026

Position 2 (District 2) April 25, 2023 – January 25, 2026

Position 3 (District 3) April 25, 2023 – March 22, 2026

Position 4 (District 4) May 23, 2023 – February 22, 2026

Position 5 (District 5) April 25, 2023 – April 25, 2027

Position 6 (District 6) April 25, 2023 – April 25, 2027

Position 7 (District 7) April 25, 2023 – April 25, 2027

Position 8 (Mayor) May 25, 2022 – February 25, 2024

Position 9 (Council) April 25, 2023 – April 25, 2027

4.2 Expiration of Term. As set forth under the Development Authorities Law, at the expiration of the current terms of office of the initial Directors, the City Council shall elect successors to such members to serve to a term of four (4) years. If at the end of any term of office of any Director, a successor thereto has not been elected, the Director whose term of office has expired shall continue to hold office until his successor is so elected.

4.3 Regular and Special Meetings. Regular meetings of the Board shall be held monthly at the Principal Office at such dates and times as they reasonably shall fix, at a regular meeting place of the Authority determined by them.

(a) The regular meeting occurring in September of each calendar year shall be considered its annual meeting (the “**Annual Meeting**”).

(b) At the regular meeting held in July of each year, the Board shall approve an annual budget for the Authority’s upcoming Fiscal Year (which budget shall be subject to approval by the City Council), approve an independent, certified public accountant to perform an audit of the Authority’s financial records which must be completed in accordance with state law, and shall consider such other matters as shall be brought properly before them.

(c) The foregoing provisions are effective for 2024 and thereafter.

(d) Special meetings of the Board shall be held when called by the Chairperson of the Authority, the Vice Chairperson of the Authority acting in place of the Chairperson, or a majority of the Directors at such dates and times as they reasonably shall fix, at a regular meeting place of the Authority determined by them.

4.4 Notice. Notice of each meeting shall be given to each Director of the Authority personally, in writing, by mail, facsimile or email, or by telephone by whomever shall call the meeting or by the Secretary of Assistant Secretary of the Authority at the direction of whomever

shall call the meeting. Notice shall set forth the date, time and place of the meeting and, if for a special meeting, also shall set forth the purpose or business to be transacted at the meeting. Notice shall be given as much in advance of the meeting as shall be reasonable under the circumstances and as shall be required by law.

4.5 Waiver of Notice. To the extent legally permissible, whenever any notice is required to be given under the provisions of these bylaws, or under the provisions of any other laws of the State of Georgia, waiver thereof must be in writing, signed by the person, or persons, entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. This does not modify the provisions for notice. Attendance of a Director at a meeting of the Board shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the date, time and place of the meeting or the manner in which it has been called or convened, except when a Director shall attend the meeting solely for the purpose of stating, at the beginning of the meeting, any such objection to the transaction of business.

4.6 Open and Public Meetings. All meetings of the Authority shall be conducted as required by Georgia's "Open Meetings" law, codified as O.C.G.A. § 50-14-1, *et seq.* (the "Open Meetings Law"), and all provisions of these bylaws shall be subject thereto. The designation by the Authority of a scheduled regular meeting place pursuant to Section 3.3, above, is intended to facilitate satisfaction of the requirements of the Open Meetings Law pertaining to a regular place of meetings.

4.7 Public Comment. During all Board meetings, members of the public shall be afforded two (2) minutes per speaker allowing public comment at the beginning of the agenda for a maximum of sixteen (16) minutes or such other time period as determined by the Board.

4.8 Attendance; Quorum; Vote Required for Action; Vacancies. At all meetings of the Board, the presence of a majority of the Directors eligible to vote shall be necessary and sufficient to constitute a quorum for the transaction of business. However, no action may be taken by the Board without the affirmative vote of a majority of the full membership of the Board. A vacancy on the Board shall exist in the event of any Director during their term: 1) being convicted of a felony or entering a plea of nolo contendere for such charge; 2) a member being convicted by a court of law of any act of malfeasance, misfeasance, or nonfeasance of such person's duties as Director; or 3) upon failure to attend three (3) consecutive regular meetings of the Authority without notice to the Board Chairperson. A vacancy on the Board shall also exist in the event of death, resignation, or relocation of a Director outside of the City. A vacancy shall be filled by the City Council.

4.9 Presiding Officer. The Chairperson of the Authority, or in their absence, the Vice Chairperson of the Authority, shall preside at all meetings of the Board and may appoint such assistants as they shall deem appropriate.

4.10 Minutes. At each meeting of the Board, the Secretary (or such person as the Board may obtain) shall take attendance, count, and retain ballots if any cast by the Directors, and record the acts and proceedings in written minutes. A copy of the minutes shall be given to each Director as soon as possible after the meeting and in any case, not less than five (5) business days prior to the next meeting of the Board. The Authority may retain, hire, or designate a person to serve as the

stenographer for the minutes. Said person may be the Assistant Secretary and does not have to be a member of the Board. If the stenographer is not a member of the Board, compensation for their services is allowed. The minutes shall be published as part of the agenda at the next meeting of the Board and upon approval by the Authority, shall become the official minutes of the Authority. The Authority shall also comply with any additional requirements of the Open Meetings Law pertaining to its minutes.

4.11 Postponement; Adjournment. If a quorum does not exist, a majority of the Directors present may postpone any meeting to another date, time or place, subject to all requirements of these bylaws and of the Open Meetings Law.

4.12 Subcommittees. Standing or special subcommittees of the Board may be created as deemed appropriate by the chairperson or a majority of the members of the Board. The Authority may appoint members of the subcommittees may include Board members, South Fulton Development Authority staff, and individuals from the community as the Authority deems appropriate. The subcommittee shall serve in an advisory capacity to the Authority. The Authority shall choose from among the members of each subcommittee a person to serve as chairperson of that subcommittee. The chairperson of each subcommittee shall serve a term as established by the Board and be eligible for reappointment. Each subcommittee shall make reports of its activities to the Authority as the chairperson or the Board requests.

4.13 Parliamentary Procedure. In the event that Authority Bylaws or applicable laws do not address a particular situation occurring during a meeting of the Authority, the provisions of *Roberts Rules of Order* shall govern.

4.14 Compensation. As a statutory authority, in accordance with the Development Authorities Law O.C.G.A. § 36-62-5(c), the Directors shall receive no compensation for their services, but shall be reimbursed for their actual expenses incurred in the performance of their duties as follows:

(a) Transportation

1. Personal Vehicle Mileage / Gas - If the Board member drives a personal vehicle, the Board member will be reimbursed for the actual gas costs and will be reimbursed for total miles driven at the Federal rate allowed by the IRS.

2. Rental Car - If the Board member rents a vehicle, the Board member will be reimbursed for the actual rental fee plus gas costs but will not be reimbursed for total miles driven.

3. Air Travel / Bus Travel / Rail Travel - If the Board member incurs travel costs for air, bus or rail, the Board member will be reimbursed for the actual costs for coach class.

4. Parking / Ground Transportation - All parking and ground transportation expenses associated with the attendance will be reimbursed at the actual costs to the Board member.

(b) Lodging – The Authority shall pay or reimburse for the entire lodging expense minus any room service or incidental expenses incurred unless triggered by an emergency event or incident.

(c) Registration fees - The Authority will pay all registration fees for the Board members.

(d) Subscription events – The Authority shall not pay for or reimburse for any subscription events, e.g., galas, luncheons, unless required by the Board.

(e) Meals - The Authority will reimburse Board members for meals for in-person attendance at events attended on behalf of the Authority. The reimbursement rate shall be the rate allowed by the City under its policies.

(f) Per Diem - There are no per diem amounts granted to Board members.

## ARTICLE V OFFICERS

5.1 Number; Election; Qualifications; Term; Voting Rights; Vacancies. The Authority shall have a Chairperson, a Vice Chairperson, a Secretary, an Assistant Secretary, and a Treasurer. The Chairperson and the Vice Chairperson shall be members of the Authority; the Secretary, Assistant Secretary, and the Treasurer may, but need not, be a member of the Authority. All officers who are members of the Authority shall serve for a term of two (2) years and until their successors are elected and have qualified. Such officers shall be elected by the Authority at each annual meeting in odd numbered years. No limitations apply to the number of terms an officer may serve, and officers may serve sequential terms. All officers who are not members of the Authority may be elected at any annual meeting and shall serve for such term as may be determined by the Authority and until their successors are elected and have qualified. No member of the Authority shall hold more than one office, except as otherwise provided in Section 5.7(f), below. Any officer who is not a member of the Authority shall have no voting rights. A vacancy in the office of Chairperson, Vice Chairperson, Secretary, Assistant Secretary or Treasurer shall be filled for the unexpired portion of the term by the Authority.

5.2 Standard of Conduct. The provisions of O.C.G.A. § 45-10-3 shall apply to all Directors on the Board, and a Director of the Authority shall not engage in any transaction with the Authority. The provisions of paragraph (9) of O.C.G.A. § 45-10-3 and the preceding sentence shall be deemed to have been complied with and the Authority may purchase from, sell to, borrow from, loan to, contract with, or otherwise deal with any Director or member or any organization or person with which any Director or member of the Authority is in any way interested or involved, provided (1) that any interest or involvement by such Director or member is disclosed in advance to the Board or members of the Authority and is recorded in the minutes of the Authority, (2) that any interest or involvement by such Director with a value in excess of \$200.00 per calendar quarter is published by the Authority one time in the legal organ in which notices of sheriffs' sales are published in each county affected by such interest, at least 30 days in advance of consummating such transaction, (3) that no Director having a substantial interest or involvement may be present at that portion of an Authority meeting during which discussion of any matter is conducted involving any

such organization or person, and (4) that no Director having a substantial interest or involvement may participate in any decision of the Authority relating to any matter involving such organization or person. As used in this Section, a "substantial interest or involvement" means any interest or involvement which reasonably may be expected to result in a direct financial benefit to such Director or member as determined by the Authority, which determination shall be final and not subject to review. Nothing contained in this Section or in O.C.G.A. § 45-10-3 shall be deemed to prohibit any Director who is present at any meeting or who participates in any decision of the Authority from providing legal services in connection with any of the undertakings of the Authority or from being paid for such services.

5.3 Removal. Any officer may be removed from office for failure to adhere to the foregoing standard of conduct, by vote of the members in accordance with Section 4.6, above, at a meeting with respect to which notice of such purpose has been given. Any officer shall be deemed removed from office for, and effective on the date of, conviction of any felony or misdemeanor which involves an act of dishonesty or moral turpitude including, but not limited to, the following: taking of a false oath, making a false report, bribery, perjury, burglary, larceny, theft, robbery, extortion, forgery, counterfeiting, fraudulent concealment, embezzlement, fraudulent conversion, or misappropriation of funds. Removal of an officer from such position shall not affect their status as a Director, if they are a Director, unless otherwise provided herein or by operation of applicable law.

5.4 Chairperson. The Chairperson of the Authority shall be the chief executive officer of the Authority and shall have general and active management responsibility for the business and affairs of the Authority and in that capacity shall have the following powers and duties:

- (a) To preside when present at all meetings of the Board of the Authority;
- (b) To see that all orders, resolutions, and other actions of the Authority are carried into effect;
- (c) To execute in the name of the Authority all written instruments of every kind and character which the Authority or the law has authorized them to execute;
- (d) To appoint the membership and the Chairperson of each committee of the Board of the Authority;
- (e) To be ex officio a member of each committee of the Board of the Authority;
- (f) To report to the Authority from time to time all matters within its knowledge that should be brought to its attention in its best interests; and
- (g) To have such other powers and to perform such other duties as are incident to the office of Chairperson and as may be prescribed by these bylaws, the Authority or the law.

5.5 Vice Chairperson. The Vice Chairperson of the Authority shall have the powers and shall perform the duties of the Chairperson, whenever the Chairperson, by reason of absence or disability is unable to act and whenever the Chairperson or the Authority so directs that they do

so. They shall also have such powers and shall also perform such duties as may be prescribed by these bylaws, the Authority or the law.

**5.6 Secretary; Assistant Secretary.**

(a) The Secretary of the Authority shall have the following powers and duties:

(1) To be the custodian of the books, records and seal of the Authority;

(2) To maintain a current list of the names, addresses and telephone numbers of the Directors, the officers, the Executive Director and legal counsel;

(3) To affix and attest the seal of the Authority to such documents as the Authority may direct or that the law may require;

(4) To give such notice of meetings of the Board as shall be directed by whomever is calling the meetings; and

(5) To have such other powers and to perform such other duties as are incident to the office of Secretary and as may be prescribed by these bylaws, the Authority or the law.

(b) The Assistant Secretary shall perform the duties of the Secretary in the absence of the Secretary or as directed by the Chairperson or the Authority.

**5.7 Treasurer. The Treasurer of the Authority shall be the chief financial officer of the Authority and in that capacity shall have the following powers and duties:**

(a) To deposit or cause to be deposited in the name of the Authority, all monies, securities and other valuable effects, in such banks, trust companies or other depositories as shall, from time to time, be designated by the Authority;

(b) To keep accurate lists and descriptions of all accounts, properties and business transactions of the Authority;

(c) To receive and give receipts for monies due and payable to the Authority from any source whatever;

(d) To make or cause to be made such disbursements as the Authority may direct and to see to the proper drafting of all checks, drafts, notes and orders for the payment of money as required in the business of the Authority and as the Authority may direct;

(e) To render to the Chairperson and to the Board, whenever they reasonably may request it, an account of all business transacted by the Treasurer on behalf of the Authority and a financial statement in form reasonably satisfactory to them, showing the financial condition of the Authority as of whatever date they reasonably may request;

(f) To serve in the dual capacity as Secretary to the Authority, should the Board

so choose;

(g) In the absence of the Secretary, to affix and attest the seal of the Authority to such documents as the Authority may direct or that the law may require; and

(h) To have such other powers and to perform such other duties as are incident to the office of Treasurer and as may be prescribed by these bylaws, the Authority or the law.

5.8 Executive Director. The Director of Economic Development of the City of South Fulton shall serve as Executive Director of the Authority. The Executive Director shall be an agent of the Authority with duties and responsibilities similar to those of a corporate chief operating officer. Any such Executive Director shall have general and active management responsibility for the day-to-day business and affairs of the Authority and in that capacity, subject to the direction, supervision and control of the Authority and in accordance with policies, schedules, forms and other guidelines formulated, approved and adopted by the Authority, shall have the following powers and duties:

(a) To plan and supervise the promotion, operation and maintenance of day-to-day business and affairs of the Authority and its land, facilities, equipment and services;

(b) To hire, pay, promote, train, direct, supervise, control and discharge employees;

(c) To participate in the negotiation, preparation and execution of contracts for (i) the hiring of employees, (ii) the purchase of supplies and materials necessary for the promotion, operation and maintenance of the Authority and its land, facilities, equipment and services, and (iii) the use of the land facilities, equipment and services of the Authority;

(d) To approve and forward to the Treasurer for payment all bills for supplies and materials necessary for the promotion, operation and maintenance of the Authority and its land, facilities, equipment and services;

(e) To direct the disbursement of salaries to all employees under their direction, supervision and control;

(f) To coordinate promotion, operation and maintenance activities with the persons responsible for the promotion, operation and maintenance of Authority property;

(g) To communicate with and coordinate activities with all the tenants and other users of the land, facilities, equipment and services of the Authority;

(h) To communicate with the trustee of the bonds of the Authority;

(i) To plan and administer the budget for the Authority;

(j) To review requests for the use of the Authority and its land, facilities, equipment and services and to make recommendations to the Authority in connection

therewith;

(k) To conduct themselves at all times in their capacity as Executive Director in such a way as to effectuate the purposes of the Authority and in such a way as to be in the best interests of the Authority;

(l) To prepare and present at the Annual Meeting an annual report of the Authority's activities in the prior Fiscal Year to be provided for transmission to the City Council.

(m) To conduct the general correspondence of the Authority; and

(n) To have such other powers and to perform such other duties as may be prescribed by the Authority.

5.9 Delegation of Duties. The Authority may delegate the duties of one officer to another officer for any reason that the Authority may deem appropriate.

5.10 Legal Counsel, Advisors and Employees. The Board may appoint legal counsel, employees and or advisors and assign duties. Board appointees shall serve at the Board's pleasure. The Board may also utilize City employees offered by the City Manager and/or City Treasurer for assistance with official Authority duties.

## ARTICLE VI NON-MEMBER OFFICERS, AGENTS AND EMPLOYEES

6.1 General. All non-member officers, agents, consultants, attorneys, and employees of the Authority shall serve at the pleasure of the Authority and shall receive such compensation and adhere to such conditions of employment as the Authority shall fix or as shall be fixed in any agreement entered into by and between the relevant person and the Authority.

## ARTICLE VII FISCAL YEAR AND FISCAL AGENT

7.1 Fiscal Year. The Fiscal Year of the Authority shall be the fiscal year of the City, which as of the effective date of these Amended and Restated Bylaws commences on October 1 and ends on September 30 of each year. If the fiscal year of the City shall subsequently be duly changed by an act of its governing authority, the Fiscal Year of the Authority shall likewise change to correspond to the City's fiscal year.

7.2 Fiscal Agent. The Finance Director of the City shall serve as the Fiscal Agent of the Authority.

## ARTICLE VIII SEAL

8.1 General. The seal of the Authority shall be in such form as the Authority may from

time to time deem appropriate. The seal shall be affixed manually or by lithograph or other means of imprinting by the Secretary of the Authority or by such other officer as shall be authorized by the Authority and shall be attested by the Secretary or the Assistant Secretary of the Authority.

## ARTICLE IX RESOLUTIONS

9.1 Severability. Unless otherwise expressly provided, if any one of more of the provisions of any resolution of the Authority should be determined by a court of competent jurisdiction to be contrary to law, then such provision or provisions shall be deemed and construed to be severable from the remaining provisions therein contained and shall in no way affect the validity of the provisions of such resolution.

9.2 Headings. Any heading preceding texts of the several articles and sections of any resolution of the Authority and any table of contents or marginal notes appended thereto, shall be solely for convenience of reference and shall not constitute a part of such resolution, nor shall they affect its meaning, construction, or effect unless otherwise expressly stated in said resolution.

9.3 Effective Date. Unless otherwise expressly provided, each resolution of the Authority shall take effect immediately upon its adoption in the manner provided by law.

9.4 Priority. Unless otherwise expressly provided, each resolution of the Authority shall be deemed to rescind and repeal all prior resolutions, rules or other actions, or parts thereof, of the Authority in conflict with such subsequent resolutions insofar (and only insofar) as such conflict exists. This provision shall not apply to conflicts between resolutions and bylaws of the Authority; provided that nothing herein contained shall be construed as impairing previous authorized obligations of the Authority.

9.5 No Recourse Under Resolutions. All covenants, stipulations, promises, agreements and obligations of the Authority contained in any resolution of the Authority shall be deemed covenants, stipulations, promises, agreements and obligations of the Authority as a whole and not of any member, officer, or employee of the Authority in his or her individual capacity. No recourse shall be had for any claim based on any resolution of the Authority against any member, officer or employee of the Authority in his or her individual capacity.

9.6 Authorization. The Directors and officers of the Board, attorneys, agents and employees of the Authority shall be automatically authorized to do all acts and things required of them by any resolution of the Authority for the full, punctual and complete performance of all of the provisions of such resolution.

## ARTICLE X EFFECTIVE DATE; AMENDMENTS

10.1 Effective Date. These Amended and Restated Bylaws are established pursuant to O.C.G.A. § 36-62-5 and repeal and replace those certain Bylaws of the City of South Fulton Development Authority adopted on September 30, 2019; provided, however, that as and to the extent of any inconsistency between the provisions of these bylaws and the Act, the provisions of

the Act shall control.

10.2 Rules, Regulations and Policies. The Board shall have the power and authority to make such rules and regulations and policies consistent with state law as said Board may deem expedient concerning the issue, transfer, and registration of evidences of indebtedness of the Authority and further to make such rules, regulations and policies consistent with the purpose of the Authority provided for by state law.

10.3 Amendments. The Authority shall have the power to amend, alter or repeal these bylaws or adopt new bylaws upon the affirmative vote of a majority of the Directors. Any such amendment, repeal or adoption shall be proposed at the meeting immediately preceding the meeting of the Board at which the action is sought to be taken and notice of the meeting at which the action is to be taken shall set forth the proposal to be acted upon.

## **ARTICLE XI**

### **CONFLICT OF INTEREST AND CODE OF CONDUCT**

11.1 Adoption of Conflict of Interest. The Authority, its members and appointees shall be required to comply with applicable provision of the laws of the State of Georgia as such relate to governance, conflicts of interest and ethics, including O.C.G.A. § 45-10-1, *et seq.*

11.2 Code of Conduct, Code of Ethics. The Board shall adopt a Code of Conduct and Code of Ethics which establishes the baseline values, rules, standards, ethical standards, and principles that the Board, officers, staff, and other individuals will follow when conducting business and interpersonal actions and communication on behalf of Authority. Each Board member shall commit to following the terms and provisions of the approved Code of Conduct and Code of Ethics.

## **South Fulton Development Authority**

**Agenda Item Name:** Discussion on requirements for executive session meeting to acquire real estate

**Date:** August 7, 2024

**Category:** New Business

**Department:** Economic Development

**Presenter(s):** Executive Director Jones, Isaac Yilman, Esq. and Ken Neighbors, Esq.

### **Background**

There was a question from and SFDA board member on discussion real estate during executive session. Staff and the SFDA Attorney's will provide a brief explanation to the SFDA board on when it is appropriate or inappropriate to conduct an executive session.

**Financial Impact:** N/A

**Action requested:** No action is required by the SFDA board of Directors.

## Old Business



## Divider Sheet

## **South Fulton Development Authority**

**Agenda Item Name:** Update on the Intergovernmental Agreement between the City of South Fulton and the South Fulton Development Authority and ratification of the agreement.

**Date:** August 7, 2024

**Category:** Old Business

**Department:** Economic Development

**Presenter(s):** Executive Director Jones, Isaac Yilman, Esq. and Ken Neighbors, Esq.

### **Background**

The City of South Fulton approved the adoption of the Intergovernmental Agreement between the CoSF and the SFDA Board of Directors was approved by the City Council. Staff is requesting that the SFDA board ratify the IGA that was previously approved by the CoSF.

**Financial Impact:** N/A

**Action requested:** The SFDA board is being asked to ratify the IGA that was just approved by the CoSF City Council on Tuesday, July 23<sup>rd</sup>, 2024.

**INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF SOUTH FULTON  
AND CITY OF SOUTH FULTON DEVELOPMENT AUTHORITY**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF SOUTH FULTON, GEORGIA (hereinafter referred to as the "City"), and the CITY OF SOUTH FULTON DEVELOPMENT AUTHORITY (hereinafter referred to as the "Authority"). City and Authority may be referred to each as ("Party") and collectively as the ("Parties").

**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**, pursuant to O.C.G.A § 36-62-1, *et seq.* (the "Development Authorities Law"), the City of South Fulton created and activated the Authority within its municipal boundaries for the public purposes set forth in the Development Authorities Law through Resolution 2018-079; 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 intergovernmental agreements with counties, municipalities, or other public entities; and

**WHEREAS**, on July 22, 2022, an Intergovernmental Agreement ("Prior IGA") with all necessary signatures present and entered thereon was effectuated between the City and the Authority; and

**WHEREAS**, the Prior IGA between was for an initial period of one (1) year with automatically renewals for five additional one-year terms, unless terminated by the City for its convenience or the Authority, upon sixty (60) days' written notice; and

**WHEREAS**, the City sent notice of its intent to terminate the Prior IGA on September 16, 2022; and

**WHEREAS**, the City and the Authority jointly desire to spur economic redevelopment in various areas of the City; and

**WHEREAS**, entering into this Agreement to foster economic redevelopment is in the best interests of the health and general welfare of the City, its residents and general public.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, mutual benefits and agreements contained herein, the Parties hereby agree as follows:

## ARTICLE 1: PARAMETERS

- a. **Purpose.** The purpose of this Agreement is to establish certain parameters with respect to the City's involvement and support regarding the Authority's endeavors to facilitate the revitalization and development of underutilized and underdeveloped areas in the City, attract private investment, strengthen the City's economic base and tax digest, attract new industries, create jobs, benefit the residents and citizens of the City, and exercise its powers under O.C.G.A. § 36-62-1 *et seq.* (the "Development Authorities Law") for the benefit of the citizens of the City.
- b. **Staffing:** The City shall offer assistance to aid with the Authority's staffing and operations as set forth below:
  1. **Clerical.** The City shall provide at least one staff member to assist the Authority with clerical functions, such minutes/agenda preparation, notices, polling, records maintenance and compliance with Georgia Open Meeting and Open Records laws.
  2. **Finance.** The City shall provide the Authority with finance support as needed by the Authority, which shall include assistance with budgeting, invoices, payments, annual audit review, establishing and/or maintaining a bank account(s) (for the deposit of the Authority's funds) ~~and a~~ A City purchasing or debit card (PCard). The Authority has adopted and P-Card shall be issued to the Director of Economic Development specifically for the needs and purchases of the Authority with a sufficient limit to cover routine expenditures, including the purchase of goods and services and travel expenses. Subject to the Excluded Transactions (as defined herein), the Authority shall comply with the ~~Authority's~~ City's Financial Management ~~Program Policy, attached hereto as Exhibit A, and the Authority's Policy (including any P-Card Policy)~~ and the City's Procurement Policy, ~~attached hereto as Exhibit B~~ in connection with purchases made from such bank account(s). The Authority shall comply with the City's Travel and Reimbursement Policy in connection with official travel. Notwithstanding anything to the contrary contained herein, the Authority shall not be required to comply with such policies in connection with the following contracts approved by the Authority's Board of Directors: (i) the purchase, sale, lease, conveyance, transfer, assignment or disposition of real estate, (ii) contractual agreements with certain public partners, including the City, or other governmental, quasi-governmental or public authority, entity or instrumentality, and (iii) legal, financial and advisory services (collectively, the "Excluded Transactions").
  3. **Staff Designations.** Upon request by the Authority, the City Manager may select additional City staff to aid the Authority, at the City Manager's discretion and as City operations allow. If the Authority uses City staff person(s) for any of the described tasks or duties herein, the City will be responsible for paying a monthly stipend to the staff person(s) at an amount to be determined by the City Manager within the parameters of the City's budget. The monthly stipend to the City staff person(s) shall be paid from the Authority's allocated funds in the City's budget.

- c. **American Rescue Funds:** The City hereby agrees to allocate \$60,000 of American Rescue Plan Act funds to the Authority within 60 days of the effective date of this Agreement, which shall be used by the Authority solely for such purposes allowable under the American Rescue Plan Act and applicable state and federal law. In using such American Rescue Plan Act funding, the Authority shall adhere to any such restrictions required by the City and by state and federal law concerning the use of such funds. Distribution of American Rescue Funds is subject to City Council approval and availability of funds.
- d. **Meeting Space:** The Authority may utilize City property for meeting space and other operational needs of the Authority at the City Manager's discretion and in accordance with the City's policies and regulations.
- e. **Future allocations:** The City may continue to appropriate funds for the Authority's future use, upon City Council approval and the availability of funds.
- f. **Financial Reporting:** The Authority shall, on a quarterly basis, present in writing all of its financial activities, including, but not limited to, operational costs, revenue, expenditures, loans, etc. to City Council and provide to the City Manager all the necessary and reasonably requested information for her monthly presentation to the City Council. Such financial reporting shall be prepared by City Finance. All requested financial information should be submitted to the City Manager and the Board of Directors of the Authority at least 1 week in advance prior to the scheduled City Council meeting for which the City Manager will make her monthly report. ~~Notwithstanding anything to the contrary contained herein, any such financial information or reporting should be submitted to the Board of Directors of the Authority prior to submission to the City Council or the City Manager.~~

## ARTICLE 2: GENERAL PROVISIONS

- a. **ASSIGNMENT.** This Agreement may not be assigned without the express written consent of each Party to this Agreement.
- b. **NOTICE.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States certified mail, return receipt requested, or statutory overnight delivery, at the addresses set forth below:

**To City of South Fulton:**

City of South Fulton  
Attn: City Manager  
5440 Fulton Industrial Blvd., S.W.  
Atlanta, GA 30336

Copy to:

City of South Fulton  
Office of City Attorney  
5440 Fulton Industrial Blvd., S.W.  
Atlanta, GA 30336

**To: City of South Fulton Development Authority**

City of South Fulton Development Authority  
Attn: Chairperson  
6385 Old National Highway, Suite 210  
Atlanta, GA 30349

Copy to:

Kenneth M. Neighbors, Esq. & Isaac Yilma, Esq.  
McGuire Woods, LLP  
1075 Peachtree St, N.E. 35<sup>th</sup> Floor  
Atlanta, GA 30309

- c. STATE LAW TO APPLY. This Agreement shall be construed under and in accordance with the laws of the State of Georgia.
- d. PARTIES BOUND. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.
- e. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as is such invalid, illegal, or unenforceable provision had never been contained herein.
- f. TIME OF ESSENCE. Time is of the essence of this Agreement.
- g. AMENDMENT. This Agreement may not be modified, amended in whole or in part in any manner other than by an agreement in writing duly signed and appropriately approved by all parties hereto except for it may be terminated at the sole discretion of City Council or for lack of funding.
- h. HEADINGS. The headings for each paragraph or section of this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement for the purposes of interpreting any provision of said Agreement.
- i. COUNTERPARTS. This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

- j. DATES. If the final date of any time period or the date for the performance of any obligation hereunder falls upon a Saturday, Sunday, or a bank or government holiday under the laws of the State of Georgia, then the time of such period or the time for the performance of such obligation shall be extended to the next day which is not a Saturday, Sunday, or a bank or government holiday under the laws of the State of Georgia.
- k. EFFECTIVE DATE AND TERM OF AGREEMENT. The Effective Date of this Agreement shall be the date upon which it has been signed by all persons whose signature blocks appear below. The Term of this Agreement shall extend for a period of one (1) year and shall automatically renew for four (4) additional one-year terms, unless terminated by the City for its convenience or the Authority, upon sixty (60) days' written notice.

IN WITNESS WHEREOF, the City and the Authority as Parties hereto have caused this Agreement to be executed by their duly authorized representatives and delivered as their act and deed, intending to be legally bound by the terms and provisions of this Agreement as of the Effective Date.

**CITY OF SOUTH FULTON, GEORGIA**

\_\_\_\_\_  
Sharon Subadan, City Manager

ATTEST:

\_\_\_\_\_  
Corey E. Adams, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Vincent D. Hyman, Esq., City Attorney

**CITY OF SOUTH FULTON DEVELOPMENT  
AUTHORITY**

\_\_\_\_\_  
Mercedes Miller, Chairperson

ATTEST:

\_\_\_\_\_  
Dana Tucker Davis, Esq., Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth M. Neighbors, Esq., Authority Counsel

Exhibit A

**South Fulton Development Authority**

**FINANCIAL MANAGEMENT PROGRAM POLICY**

**South Fulton Development Authority Financial Management Program Policy—Fund 295**

The South Fulton Development Authority (“SFDA”) is a public body corporate and politic created under the Constitution and laws of the State of Georgia, in particular, the Development Authorities Law of Georgia (O.C.G.A. § 36-62-1, *et seq.*, as amended) (the “Act”) and an activating resolution of the Mayor and Council of the City of South Fulton (the “City”), duly adopted on April 23, 2019. SFDA shall comply with all provisions of the Act in connection with all financial transactions, including, but not limited to, all financings and the issuance of revenue bonds or other debt obligations.

**1. Philosophy**

The purpose of this Financial Management Program Policy for the operation of all SFDA activities is to fulfill the organization’s mission in the most effective and efficient manner and to remain accountable to stakeholders, including clients, partners, funders, employees, and the community. To accomplish this, SFDA commits to providing accurate and complete financial data for internal and external use by the Executive Director and the Board of Directors. SFDA will comply with (i) the Amended and Restated Bylaws of the South Fulton Development Authority adopted by the Board of Directors on January 8, 2024 (the “Bylaws”) and (ii) the Procurement Policy of the South Fulton Development Authority adopted by the Board of Directors on March 5, 2024 (the “Procurement Policy”).

**2. Authority**

The Board of Directors is ultimately responsible for the financial management of all activities. The Treasurer is authorized to act on the Board’s behalf on financial matters when action is required in advance of a meeting of the Board of Directors.

- The Executive Director is responsible for the day to day business and affairs of SFDA. Pursuant to SFDA’s Bylaws, the Executive Director is authorized to hire, pay, promote, train, direct, supervise, control and discharge staff and independent consultants, subject to the constraints of the then applicable budget adopted by the SFDA Board. The Executive Director is authorized to approve and forward to the Treasurer for payment all bills for supplies and materials necessary for the operation of SFDA. The Executive Director is also authorized, with the approval of the Treasurer, to receive funds and maintain accounts.
- The Treasurer shall sign all checks, which shall be co-signed by the Executive Director, the Chairperson or the Vice Chairperson.
- The Chairperson and Vice Chairperson are each authorized to enter into contracts for activities that have been approved by the Board as a part of budgets or plans in accordance with SFDA’s Procurement Policy.
- The Executive Director is authorized to manage expenses within the parameters of the overall approved budget, reporting to SFDA Board, on variances and the reason for these variances.
- The Executive Director shall submit to the Treasurer, on a monthly basis, all invoices, receipts, and other financial documentation.

- The SFDA Board must approve any use of the board designated cash reserve funds.

### **3. Responsibility**

The Executive Director and SFDA Board members shall:

- Account for donor restricted and board designated funds separately from general operating funds, and clearly define the restrictions applicable to these funds.
- Adhere to any Intergovernmental Agreements between SFDA and the City or any other applicable governmental counter party thereto.
- Report the financial results of SFDA operations according to the schedule established by the SFDA Board, but at least quarterly.
- Pay all obligations and file required reports in a timely manner.
- Remain compliant with annual reporting requirements to the Georgia Department of Community Affairs.
- Maintain compliance with all Internal Revenue Service annual reporting and tax filing requirements, as applicable.
- Make no contractual commitment for bank loans, corporate credit cards, or for real estate leases or purchases without the specific approval of the SFDA Board.
- For procurement of goods or services, SFDA will follow and comply with SFDA's Procurement Policy.
- Comply with internal controls and audit requirements.

The Board of Directors shall:

- Review financial reports at board meetings, not less than quarterly.
- Provide adequate training to members to enable each member to fulfill his or her financial oversight role.

### **4. Financial Transactions with Insiders**

SFDA's Board members, employees, officers, and directors are required to adhere to and comply with the following:

- SFDA's Procurement Policy; and
- SFDA's Bylaws, including particularly Section 4.14 (Compensation and Reimbursement) and Section 5.2 and Article XI (Conflicts and Interest and Code of Conduct).

In no case shall SFDA borrow funds from any employee, officer, or director of the organization without specific authorization from the Board of Directors.

### **5. Budget**

To ensure that planned activities minimize the risk of financial jeopardy and are consistent with board approved priorities, long range organization goals, and specific five year objectives, the Executive Director and Treasurer shall:

- Meet at least once per year to establish operating and capital budgets for the Authority, which meeting shall take place no less than 60 days prior to the beginning of each year.
- Submit operating and capital budgets to the SFDA Board in time for reasonable approval by the Board prior to each fiscal year.
- Use responsible assumptions and projections as background, with the general goal of an unrestricted surplus.

### **6. Gift Acceptance**

SFDA may accept cash, stocks, bonds, negotiable instruments, goods or services, real and personal property, as a vehicle for donors to transfer assets to the organization. Transfer and recording the value of the asset shall be done in a consistent manner and in compliance with generally accepted accounting principles (GAAP), and governmental accounting auditing standards (GAAS).

~~Any contributions of non-cash items must be reviewed and approved by the Board of Directors before acceptance.~~

#### **7. Asset Protection**

~~To ensure that the assets of SFDA are adequately protected and maintained, the Executive Director shall:~~

- ~~• Insure against theft and casualty losses to the organization and against liability losses to Board members, staff, or the organization itself to levels indicated in consultation with suitable professional resources.~~
- ~~• Plan and carry out suitable protection and maintenance of property, building, and equipment, as applicable.~~
- ~~• Avoid actions that would expose the organization, its board, or its staff to claims of liability.~~
- ~~• Protect intellectual property, information, and files from unauthorized access, tampering, loss, or significant damage.~~
- ~~• Receive, process, and disburse funds under controls that are sufficient to maintain basic segregation of duties to protect bank accounts, income receipts, and payments.~~

\*\*\*End\*\*\*

Exhibit B

~~PROCUREMENT POLICY~~  
~~OF~~  
~~SOUTH FULTON~~  
~~DEVELOPMENT AUTHORITY~~

## **Section 1. Procurement.**

(a) The following is the Procurement Policy (the "Procurement Policy") of the South Fulton Development Authority (the "Authority"). This Procurement Policy is required for long-term contractual agreements with a term reasonably expected to be eighteen (18) months or longer and/or purchases in an amount of \$25,000 and greater. The Procurement Policy is the financial process by which supplies, equipment or construction services may be acquired from qualified, competent and responsive vendors through a competitive process and are properly obtained, monitored and controlled.

(b) This procurement policy ensures the following:

- (i) Minimize the financial risk to the Authority, including:
  - 1) negative impact on cash reserves;
  - 2) unexpected financial commitments, and
  - 3) exceeding operating budgets;
- (ii) Leverage the value of goods and services;
- (iii) Make optimal business and financial decisions;
- (iv) Maintain consistency, centralization and documented internal controls;
- (v) Foster effective broad-based competition for public procurement;
- (vi) Ensure the selection of the most qualified service providers;
- (vii) Ensure the fair and equitable treatment of all persons who become part of the procurement process; and
- (viii) Protect the Authority's core value of integrity in all business transactions.

## **Section 2. Applicability of Procurement Policy.**

(a) This Procurement Policy is required for the long-term procurement of goods and services with a term reasonably expected to be eighteen (18) months or longer and/or an amount equal to or greater than the Acquisition Threshold, unless excluded as provided herein. The "Acquisition Threshold" currently set for purchases under this Procurement Policy is equal to or greater than \$25,000. The Acquisition Threshold may be increased subject to approval by the Board of Directors of the Authority and the City Manager of City of South Fulton (the "City").

(b) Contracts of the Authority may be awarded by the procurement process outlined below, except for the following, which are hereby expressly excluded:

- (i) ~~Purchase, sale, lease, conveyance, transfer, assignment or disposition of real estate (approved by the Board of Directors);~~
- (ii) ~~Catering and event planning for occasional events;~~
- (iii) ~~Payment of utilities, expense reports, and recurring payments as part of a signed approved contract;~~
- (iv) ~~Emergency non-competitive awards approved by the Executive Director of the Authority (the "Executive Director") on a case-by-case basis (approved by the Board of Directors);~~
- (v) ~~Services performed by a specified vendor required by the City or other governmental, quasi-governmental or public authority, corporation, entity or instrumentality in a signed approved document (approved by the Board of Directors);~~
- (vi) ~~Contractual agreements with certain partners, including the City, or other governmental, quasi-governmental or public authority, corporation, entity or instrumentality (approved by the Board of Directors);~~
- (vii) ~~Legal services (approved by the Board of Directors);~~
- (viii) ~~Banking, financial and advisory services (approved by the Board of Directors); and~~
- (ix) ~~To the extent the City or other governmental entity requires the use of their procurement policy for funds obtained from the City or any other governmental entity.~~

(e) ~~Notwithstanding anything to the contrary contained herein, contracts derived from these excluded categories must be delivered consistent with the participation stated herein of the Executive Director.~~

(d) ~~The Authority may require that vendors who procure on behalf of the Authority comply with all proper procurement procedures to the extent possible.~~

### **Section 3. Procurement Process.**

- (a) ~~The Authority has established the following process for the long-term procurement of goods and services with a term reasonably expected to be eighteen (18) months or longer and/or an amount equal to or greater than the Acquisition Threshold:~~
  - (i) ~~A Request to Procure Form must be completed and submitted to the Executive Director for approval and execution prior to initiating any purchase order or contract. This action commences the procurement process, whether being conducted on a formal or informal basis. A general description of the~~

~~services or goods to be solicited must be clearly defined and communicated in the Request to Procure Form. Purchases for professional and construction services may require a draft scope of work. In certain instances, the selected vendor may contribute to the development of the ultimate scope of work.~~

~~(ii) The Executive Director shall make every reasonable effort to obtain at least three (3) bids on a best efforts basis.<sup>+</sup> Informal bids may be solicited either by written inquiry or over the telephone for all approved procurement requests. All bid responses and quotes must be confirmed in writing even though they may be solicited via the telephone.~~

~~(b) Vendors are responsible for the timeliness and accuracy of their quotes. Price quotes are given in confidence. Price information shall not be revealed to any other vendor or unauthorized person except as may be authorized by the Executive Director. If authorized, the Executive Director must document in writing the justification for revealing such information and place the same in the vendor file.~~

~~(c) *Types of Bid Solicitations:* Bids can be solicited through the use of an Invitation to Bid (“ITB”), a Request for Proposals (“RFP”), a Request for Qualifications (“RFQ”) or informally over the telephone with just a request to perform a contract for or fulfill the needs of the Authority described on a Request to Procure Form. Bids taken over the telephone must be placed in the procurement file.~~

~~(i) An ITB solicits sealed bids which are neither presented as an RFP or an RFQ. It should include a purchase description and all contractual terms and conditions applicable to the procurement. It is generally used as part of a competitive sealed bidding process or when an RFQ has been utilized previously to develop a group or list of pre-qualified vendors and a price is being solicited from them. The lowest most responsible and responsive bidder whose bid meets the requirements of the ITB receives the contract or enters into contract negotiations, as applicable, as a result of this process.~~

~~(ii) An RFP solicits proposals which can include a price or other information based upon the specifications in the RFP. It is generally used to solicit both ideas and approaches to a problem or situation and the vendor’s price or cost for doing the same. This type of solicitation is generally used to obtain sealed bid price quotes for goods and services, such as in the construction context. The criteria for selection and points associated with each criterion should be included in the RFP. The lowest most responsible and responsive bidder whose bid meets the requirements of the RFP is selected to enter into negotiations. The Authority has flexibility with these types of solicitations to evaluate the complete bid and decide whether it wants to proceed with the lowest responsible bidder, the best proposal or the vendor deemed to be in the best interest of the Authority.~~

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<sup>+</sup> The bid requirement will be satisfied if the Executive Director issues requests for quotes from at least three (3) vendors with the requisite experience and capacity.

(iii) An RFQ solicits qualifications and pricing from potential vendors. This type of document is generally used for solicitations where the items being procured are commodities or goods that are standardized. In the bid context, an RFQ should not be used to solicit a price for goods or services only to develop a list or roster of qualified vendors for goods and/or services.

(d) *Other Important Considerations:* During the procurement bidding process, the Authority should endeavor to:

- (i) Make certain that the bid information is clear and unambiguous;
- (ii) Solicit a competitive price for the service or item being procured;
- (iii) Include minority or women owned businesses, local businesses and small business enterprises;
- (iv) Inquire about proper insurance coverage (Errors and Omissions, General and Liability, and Worker's Compensation);
- (v) Obtain 100% payment and performance bond for all projects over \$100,000 (or when required); and
- (vi) Obtain a Fidelity Bond (if required).

(e) *Selection of Vendors:*

(i) Vendors will be selected based on their capability, performance, efficiency, value and the factors described in the bid solicitation. The Authority is committed to the practice of non-discrimination in the selection of team members and relationships with subcontractors for Authority contracts with a desire to reflect diversity in the participation of vendors. The Authority encourages participation by female business enterprises (FBE), minority business enterprises (MBE), small business enterprises (SBE) and local businesses. In addition, the Authority may include, as appropriate, local preference criteria in solicitations.

(ii) An evaluation team shall be established for the selection of vendors. The evaluation team shall have no less than three (3) people and in any event this group shall always have an odd number of participants. Unless otherwise determined by the Chairman of the Authority, the evaluation team participants shall include, but be limited to, at least two (2) or more members of the Board of Directors of the Authority. The Executive Director may serve as a member of the evaluation team. The Chairman of the Authority shall be responsible for establishing the composition of the evaluation team.

(iii) An evaluation matrix and other key criteria including vendor presentations and/or interviews should be developed prior to the receipt of bids and the same are to be used by the evaluation team to assist in the vendor selection process. Approval of the final selection of the vendor and the decision

~~to enter into a contract with the recommended vendor shall be approved by the Board of Directors of the Authority.~~

*(f) Contracts:*

~~(i) A proposal cannot serve as the final contract. A separate legal document must be created with general contract terms, agreed upon scope, fees, timing and deliverables. Multiple contracts are not allowed to circumvent the threshold requirements within the procurement process. The entire project should be communicated on the Request to Procure Form and the phases or stages of the project should be clearly defined in the scope of work attached to the solicitation, if required, based upon the cost of the total project.~~

~~(ii) All binding or governing documents should be reviewed for any additional requirements to be included in the procurement process as a part of the bid solicitation. Binding documents include, but are not limited to, bond documents, closing documents, and any covenants or restrictions associated with the funding source to be used to pay for the goods or services being procured.~~

~~(iii) All contracts must be reviewed by the Executive Director and the Authority's Legal Counsel prior to being forwarded to the vendor or firm in draft form. All approved contracts must be accompanied with indication of the funding source for payment.~~

~~(iv) Once approved, the Authority shall maintain one (1) original copy of the contract, which may be in electronic format.~~

~~(v) Monitoring: The Executive Director must sign off on all key deliverables prior to releasing payments to the vendor. The Authority will conduct status meetings to ensure work is on schedule and to address any outstanding issues or concerns prior to contract termination or final payment disbursement.~~

**Section 4. Competitive Solicitation of Public Works Construction Contracts.** To the extent required by O.C.G.A. § 36-91-1 *et seq.* (the "Public Works Construction Law"), the Authority shall solicit and award public works construction projects pursuant to the Public Works Construction Law, as in effect at the time of such solicitation and award, subject to any exclusions permitted thereby.

Exhibit A

Request to Procure Form

**Date:** \_\_\_\_\_

**Entity:** \_\_\_\_\_

**Name of Project:** \_\_\_\_\_

**Department Name:** \_\_\_\_\_

**Requestor:** \_\_\_\_\_

**Requestor Phone #:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Type of Services/Goods Being Requested:** \_\_\_\_\_

**Purpose of Services/Goods:** \_\_\_\_\_

**General Scope of Work:** \_\_\_\_\_

**Anticipated Costs:** \_\_\_\_\_

\$ \_\_\_\_\_

**Source of Funds:** \_\_\_\_\_

**Timing of Funds:** \_\_\_\_\_

**Immediate Manager:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*(Required only if not in Senior Management Position)*

**Executive Director Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

<b>Summary report:</b> <b>Litera Compare for Word 11.6.0.100 Document comparison done on</b> <b>5/20/2024 3:04:34 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://dmsus.mwllp.dom/ACTIVE/186176180/9	
<b>Modified DMS:</b> iw://dmsus.mwllp.dom/ACTIVE/186176180/12	
<b>Changes:</b>	
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<a href="#"><u>Delete</u></a>	239
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<a href="#"><u>Move To</u></a>	13
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Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>290</b>

**INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF SOUTH FULTON  
AND CITY OF SOUTH FULTON DEVELOPMENT AUTHORITY**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF SOUTH FULTON, GEORGIA (hereinafter referred to as the "City"), and the CITY OF SOUTH FULTON DEVELOPMENT AUTHORITY (hereinafter referred to as the "Authority"). City and Authority may be referred to each as ("Party") and collectively as the ("Parties").

**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**, pursuant to O.C.G.A § 36-62-1, *et seq.* (the "Development Authorities Law"), the City of South Fulton created and activated the Authority within its municipal boundaries for the public purposes set forth in the Development Authorities Law through Resolution 2018-079; 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 intergovernmental agreements with counties, municipalities, or other public entities; and

**WHEREAS**, on July 22, 2022, an Intergovernmental Agreement ("Prior IGA") with all necessary signatures present and entered thereon was effectuated between the City and the Authority; and

**WHEREAS**, the Prior IGA between was for an initial period of one (1) year with automatically renewals for five additional one-year terms, unless terminated by the City for its convenience or the Authority, upon sixty (60) days' written notice; and

**WHEREAS**, the City sent notice of its intent to terminate the Prior IGA on September 16, 2022; and

**WHEREAS**, the City and the Authority jointly desire to spur economic redevelopment in various areas of the City; and

**WHEREAS**, entering into this Agreement to foster economic redevelopment is in the best interests of the health and general welfare of the City, its residents and general public.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, mutual benefits and agreements contained herein, the Parties hereby agree as follows:

## ARTICLE 1: PARAMETERS

- a. **Purpose.** The purpose of this Agreement is to establish certain parameters with respect to the City's involvement and support regarding the Authority's endeavors to facilitate the revitalization and development of underutilized and underdeveloped areas in the City, attract private investment, strengthen the City's economic base and tax digest, attract new industries, create jobs, benefit the residents and citizens of the City, and exercise its powers under O.C.G.A. § 36-62-1 *et seq.* (the "Development Authorities Law") for the benefit of the citizens of the City.
- b. **Staffing:** The City shall offer assistance to aid with the Authority's staffing and operations as set forth below:
  1. **Clerical.** The City shall provide at least one staff member to assist the Authority with clerical functions, such minutes/agenda preparation, notices, polling, records maintenance and compliance with Georgia Open Meeting and Open Records laws.
  2. **Finance.** The City shall provide the Authority with finance support as needed by the Authority, which shall include assistance with budgeting, invoices, payments, annual audit review, establishing and/or maintaining a bank account(s) (for the deposit of the Authority's funds). A City purchasing or debit card (P-Card) shall be issued to the Director of Economic Development specifically for the needs and purchases of the Authority with a sufficient limit to cover routine expenditures, including the purchase of goods and services and travel expenses. Subject to the Excluded Transactions (as defined herein), the Authority shall comply with the City's Financial Management Policy (including any P-Card Policy) and the City's Procurement Policy in connection with purchases made from such bank account(s). The Authority shall comply with the City's Travel and Reimbursement Policy in connection with official travel. Notwithstanding anything to the contrary contained herein, the Authority shall not be required to comply with such policies in connection with the following contracts approved by the Authority's Board of Directors: (i) the purchase, sale, lease, conveyance, transfer, assignment or disposition of real estate, (ii) contractual agreements with certain public partners, including the City, or other governmental, quasi-governmental or public authority, entity or instrumentality, and (iii) legal, financial and advisory services (collectively, the "Excluded Transactions").
  3. **Staff Designations.** Upon request by the Authority, the City Manager may select additional City staff to aid the Authority, at the City Manager's discretion and as City operations allow. If the Authority uses City staff person(s) for any of the described tasks or duties herein, the City will be responsible for paying a monthly stipend to the staff person(s) at an amount to be determined by the City Manager within the parameters of the City's budget. The monthly stipend to the City staff person(s) shall be paid from the Authority's allocated funds in the City's budget.
- c. **American Rescue Funds:** The City hereby agrees to allocate \$60,000 of American Rescue Plan Act funds to the Authority within 60 days of the effective date of this Agreement,

which shall be used by the Authority solely for such purposes allowable under the American Rescue Plan Act and applicable state and federal law. In using such American Rescue Plan Act funding, the Authority shall adhere to any such restrictions required by the City and by state and federal law concerning the use of such funds. Distribution of American Rescue Funds is subject to City Council approval and availability of funds.

- d. **Meeting Space:** The Authority may utilize City property for meeting space and other operational needs of the Authority at the City Manager's discretion and in accordance with the City's policies and regulations.
- e. **Future allocations:** The City may continue to appropriate funds for the Authority's future use, upon City Council approval and the availability of funds.
- f. **Financial Reporting:** The Authority shall, on a quarterly basis, present in writing all of its financial activities, including, but not limited to, operational costs, revenue, expenditures, loans, etc. to City Council and provide to the City Manager all the necessary and reasonably requested information for her monthly presentation to the City Council. Such financial reporting shall be prepared by City Finance. All requested financial information should be submitted to the City Manager and the Board of Directors of the Authority at least 1 week in advance prior to the scheduled City Council meeting for which the City Manager will make her monthly report.

## **ARTICLE 2: GENERAL PROVISIONS**

- a. **ASSIGNMENT.** This Agreement may not be assigned without the express written consent of each Party to this Agreement.
- b. **NOTICE.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States certified mail, return receipt requested, or statutory overnight delivery, at the addresses set forth below:

### **To City of South Fulton:**

City of South Fulton  
Attn: City Manager  
5440 Fulton Industrial Blvd., S.W.  
Atlanta, GA 30336

Copy to:

City of South Fulton  
Office of City Attorney  
5440 Fulton Industrial Blvd., S.W.  
Atlanta, GA 30336

**To: City of South Fulton Development Authority**

City of South Fulton Development Authority  
Attn: Chairperson  
6385 Old National Highway, Suite 210  
Atlanta, GA 30349

Copy to:

Kenneth M. Neighbors, Esq. & Isaac Yilma, Esq.  
McGuire Woods, LLP  
1075 Peachtree St, N.E. 35<sup>th</sup> Floor  
Atlanta, GA 30309

- c. STATE LAW TO APPLY. This Agreement shall be construed under and in accordance with the laws of the State of Georgia.
- d. PARTIES BOUND. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.
- e. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as is such invalid, illegal, or unenforceable provision had never been contained herein.
- f. TIME OF ESSENCE. Time is of the essence of this Agreement.
- g. AMENDMENT. This Agreement may not be modified, amended in whole or in part in any manner other than by an agreement in writing duly signed and appropriately approved by all parties hereto except for it may be terminated at the sole discretion of City Council or for lack of funding.
- h. HEADINGS. The headings for each paragraph or section of this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement for the purposes of interpreting any provision of said Agreement.
- i. COUNTERPARTS. This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.
- j. DATES. If the final date of any time period or the date for the performance of any obligation hereunder falls upon a Saturday, Sunday, or a bank or government holiday under the laws of the State of Georgia, then the time of such period or the time for the performance of such obligation shall be extended to the next day which is not a Saturday, Sunday, or a bank or government holiday under the laws of the State of Georgia.

k. EFFECTIVE DATE AND TERM OF AGREEMENT. The Effective Date of this Agreement shall be the date upon which it has been signed by all persons whose signature blocks appear below. The Term of this Agreement shall extend for a period of one (1) year and shall automatically renew for four (4) additional one-year terms, unless terminated by the City for its convenience or the Authority, upon sixty (60) days' written notice.

IN WITNESS WHEREOF, the City and the Authority as Parties hereto have caused this Agreement to be executed by their duly authorized representatives and delivered as their act and deed, intending to be legally bound by the terms and provisions of this Agreement as of the Effective Date.

**CITY OF SOUTH FULTON, GEORGIA**

\_\_\_\_\_  
Sharon Subadan, City Manager

ATTEST:

\_\_\_\_\_  
Corey E. Adams, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Vincent D. Hyman, Esq., City Attorney

**CITY OF SOUTH FULTON DEVELOPMENT  
AUTHORITY**

\_\_\_\_\_  
Mercedes Miller, Chairperson

ATTEST:

\_\_\_\_\_  
Dana Tucker Davis, Esq., Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth M. Neighbors, Esq., Authority Counsel