

**CITY OF SOUTH FULTON, GEORGIA
CITY COUNCIL WORK SESSION
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, July 9, 2018 ~ 5:00pm**



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AGENDA ITEMS

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

COUNCIL WORK SESSION MEETING AGENDA

- I. Call to Order
- II. Roll Call
- III. Previous Agenda Items
 1. South Fulton Comprehensive Transportation Plan Status Update (Public Works)
 2. A.R. Long Company will give a Recap on the 2019 Legislative Session (City Manager)
- IV. Agenda Items
 3. Steve Langford, Ackerman and Co. would like to have a discussion on Commercial Investments (City Manager)
 4. Russell H. Campbell, Sr. VP with Management Advisory Group Int., Inc. will give a presentation on the Classification and Compensation Study (Human Resources/Finance)
- V. Executive Session

When an Executive Session is Required, one will be called for the following issues: 1) Personnel, 2) Litigation or 3) Real Estate
- VI. Adjournment



CITY OF SOUTH FULTON
COUNCIL AGENDA ITEM
COUNCIL WORK SESSION



SUBJECT: South Fulton Comprehensive Transportation Plan Status Update

DATE OF MEETING: 7/9/2019

DEPARTMENT: City Manager

ATTACHMENTS:

Description	Type	Upload Date
SFCTP Status Update Presentation	Cover Memo	7/1/2019



Southern Fulton County Comprehensive Transportation Plan

Status Update
June 2019



Your Consultant Team



Keli Kemp, AICP, PTP
Modern Mobility Partners
Project Manager, Tasks 1, 5, 6 Lead



Jennifer Zhan, AICP, PTP
Modern Mobility Partners
Tasks 3 & 4 Lead



Inga Kennedy
PEQ
Task 2 Lead



Julie Price, AICP
Arcadis
Transportation &
Land Use



Jennifer Hibbert
AECOM
Transit/Bike/
Pedestrians

Agenda



Plan Overview & Status

Scope, Schedule, Milestones, Completed Efforts

Upcoming Engagement

Digital and In-Person Activities

Vision, Goals, & Prioritization

Previous SFCTP, Potential Categories, Project Prioritization Methodology

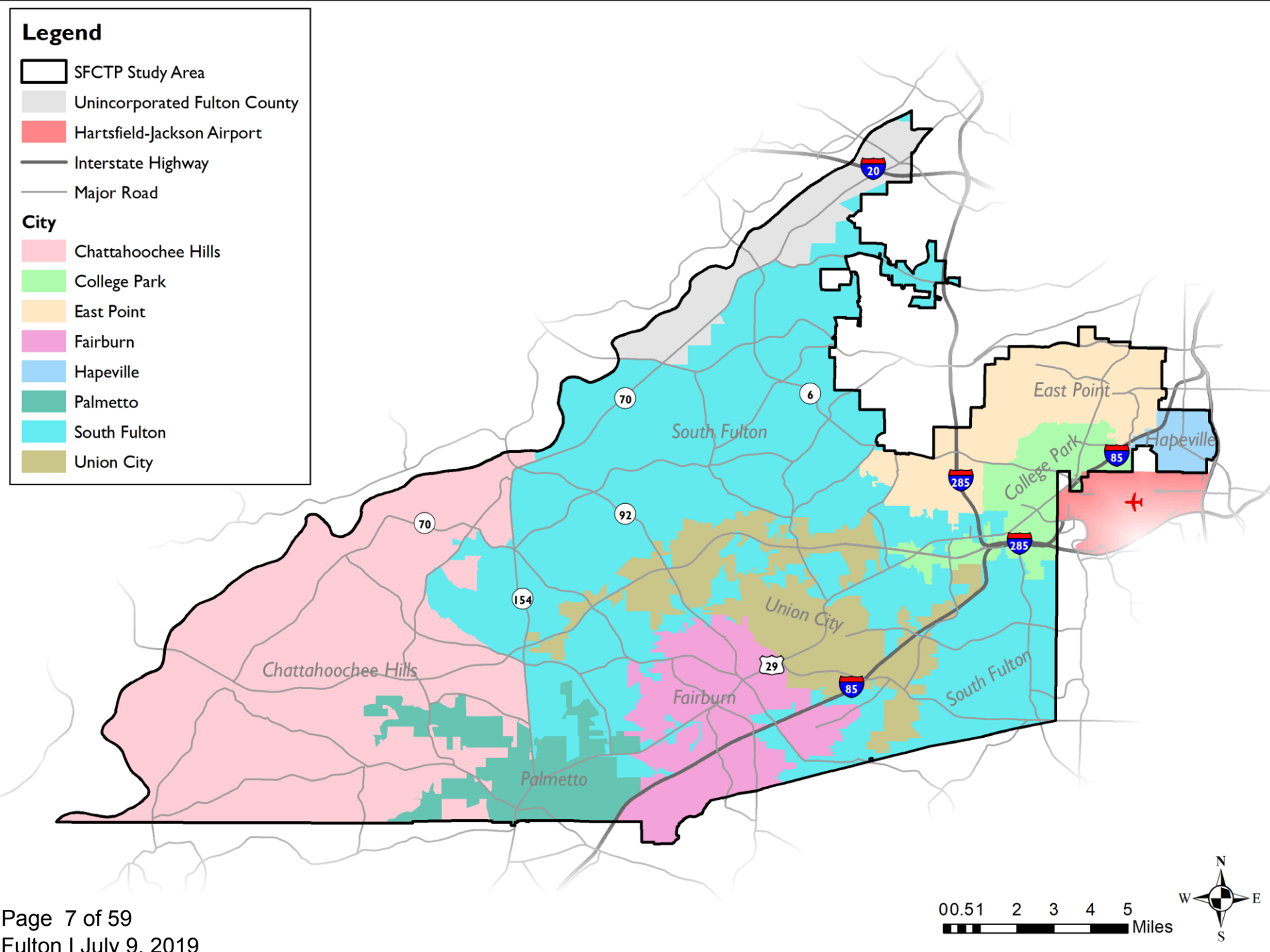
Next Steps

Vision, Goals, Objectives, Project Prioritization Framework

Plan Overview & Status

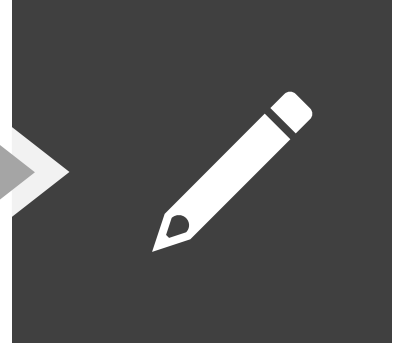
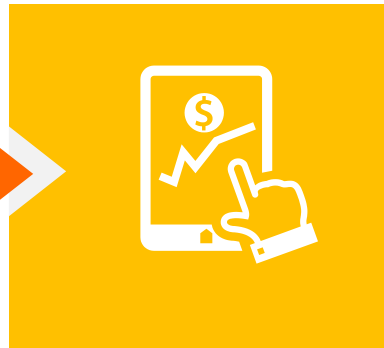
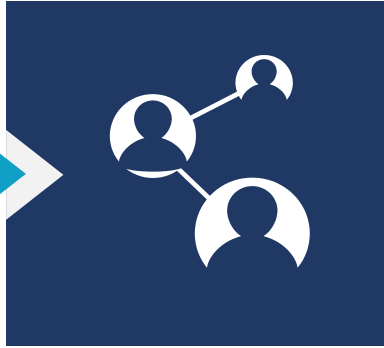
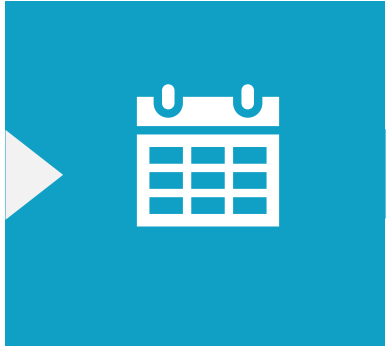
Study Area, Scope, Schedule, Milestones, Completed Efforts

Status Update Study Area



Project Management

Scope - Tasks



Task 1

Project Management

- Kick-Off
- Project Management Plan (PMP)

Task 2

Engagement

- Stakeholder Engagement & Outreach Strategy Technical Report
- Branding
- In-Person & Digital Engagement
- Vision, Goals & Objectives Technical Report

Task 3

Inventory

- Data collection
- Inventory of Existing Conditions Technical Report

Task 4

Assessment

- Project evaluation and prioritization framework
- Short- and Long-Range Needs
- Detailed Corridor Analysis

Task 5

Recommendations

- Project prioritization
- Funding analysis
- 5-10 year fiscally constrained action plan
- Long-term unconstrained projects
- System performance dashboard
- Project/program delivery monitoring plan

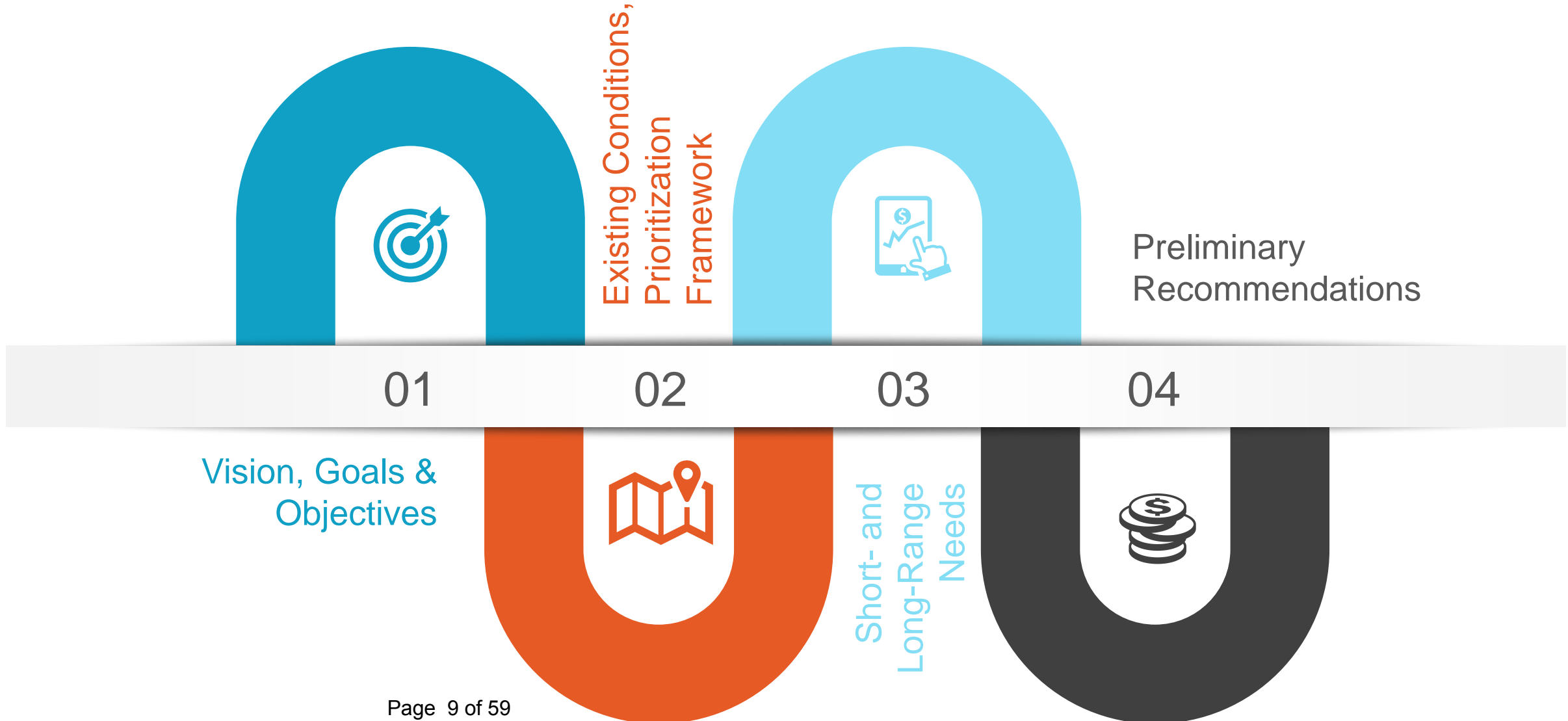
Task 6

Documentation

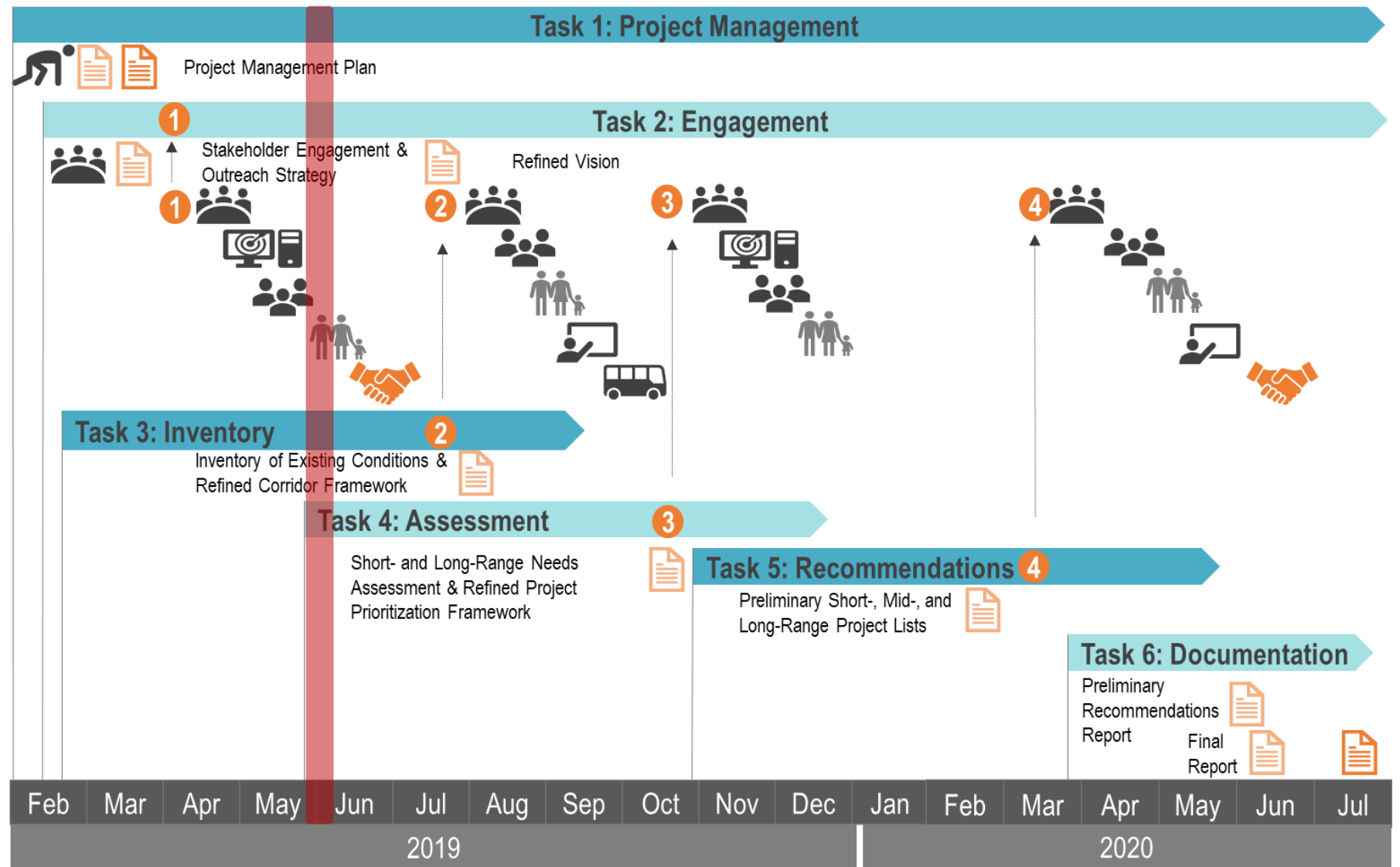
- Final Report

Status Update

Schedule - Milestones

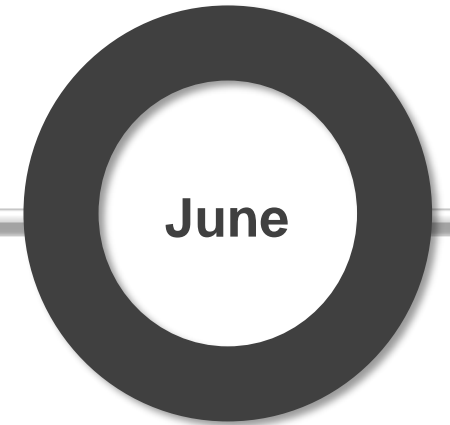


Status Update Schedule



- LEGEND**
- 1** Milestone 1: Vision, Goals, and Objectives
 - Project Kick-Off Meeting
 - Series of Roving Outreach
 - 2** Milestone 2: Existing Conditions, Project/Strategy Types, Project Prioritization Framework & Weighting Scenarios
 - Project Management Team (PMT) Meeting
 - City Council
 - 3** Milestone 3: Short- and Long-Range Needs Assessment
 - Stakeholders Committee Meeting
 - Bus Tour
 - 4** Milestone 4: Preliminary Recommendations for 5-10-Year Fiscally Constrained Action Plan and Aspirations Plan (Projects)
 - Public Meeting
 - Online Survey
 - Draft Document
 - Final Document

Status Update



Ramp Up

- Project Management Plan (PMP)
- Outreach & Engagement Strategy Tech Report
- Data Needs

Draft Vision, Inventory

- PMT Meeting
- Data Collection
- Begin Inventory

Refine Vision, Inventory

- Roving Outreach
- Data Collection
- Stakeholder Committee
- Mayors Charrette
- Continue Inventory

Refine Vision, Inventory, Needs

- Roving Outreach
- Online Survey
- City Council Meetings
- Complete Inventory
- Start Needs Assessment

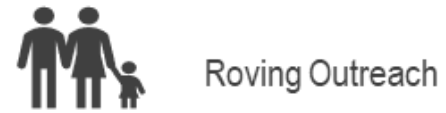
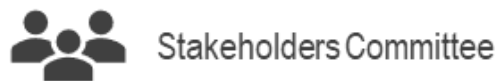
Upcoming Engagement

Digital and In-Person Activities

Outreach Strategy



LEGEND



Outreach

Stakeholder Committee Composition

- MPO
- Cities
- Counties
- CIDs
- DOT
- Transit
- Airport
- Ridesharing/
Personal Mobility
- Railroad
- Education
- Economic
Development/Business
- Workforce
Development
- Affordable Housing
- Beautification

Upcoming Engagement In-Person Activities

- ❑ City Council Meetings: June
- ❑ Public Meetings: September
- ❑ Bus Tour: October
- ❑ Roving Outreach: Ongoing



Upcoming Engagement

Digital Activities Under Way

- ❑ Website: www.southernfultonctp.org
- ❑ Project Email: southernfultonctp@pegatl.com
- ❑ Social Media
 - ❑ Facebook: [southernfultonctp](https://www.facebook.com/southernfultonctp)
 - ❑ Twitter: [southernfultonctp](https://twitter.com/southernfultonctp)
 - ❑ Instagram: [southernfultonctp](https://www.instagram.com/southernfultonctp)
- ❑ Online Survey: June/July



Vision, Goals, and Prioritization

Previous SFCTP, Potential Categories, Corridor Framework, Prioritization Methodology

Vision, Goals, & Prioritization

Previous SFCTP Vision

*“The vision of the South Fulton Comprehensive Transportation Plan of Fulton County is to **offer travelers, businesses, and residents a comprehensive and integrated transportation system for the purpose of balancing preservation of community character with economic growth through multi-modal connectivity, mobility, and accessibility.**”*

Vision, Goals, & Prioritization

Previous SFCTP Goals

Table 3: Goals and Objectives

Goals	Objectives
Provide for safe and adequate transportation access and increase connectivity for all users	Provide safe transportation facilities for all modes (vehicle, bicycle, pedestrian, transit)
	Design improvements to achieve connectivity for all users
	Improve access to transit, retail, schools, and recreation in appropriate areas as determined by the local municipalities and stakeholders
Improve mobility throughout the county while managing congestion through innovative, yet realistic options	Balance mobility and accessibility through access management principles
	Address existing and future mobility needs on major corridors by improving flow and capacity
	Design transportation improvements in a context-sensitive manner that considers the natural and cultural environments
Provide transportation systems that promote freight movement and economic vitality while supporting growth along key corridors and at transit stations	Link transportation improvements with land use and economic development to realize visions set forth in comprehensive plans and PLAN 2040
	Improve transportation facilities that support economic development and capitalize on access to SR 6, SR 70, US 39, I-285, I-20, and Hartsfield-Jackson Atlanta International Airport, and transit
Invest in sustainable transportation improvements that will promote quality growth and enhance the south Fulton community as well as the Atlanta metropolitan region	Provide transportation improvements that clearly enhance south Fulton
	Aesthetic improvements that are unique to the study area should be incorporated into transportation projects.

- Safe, connected, and accessible
- Improve mobility and congestion
- Promote freight movement and economic vitality
- Support growth along key corridors and at transit stations
- Sustainable improvements

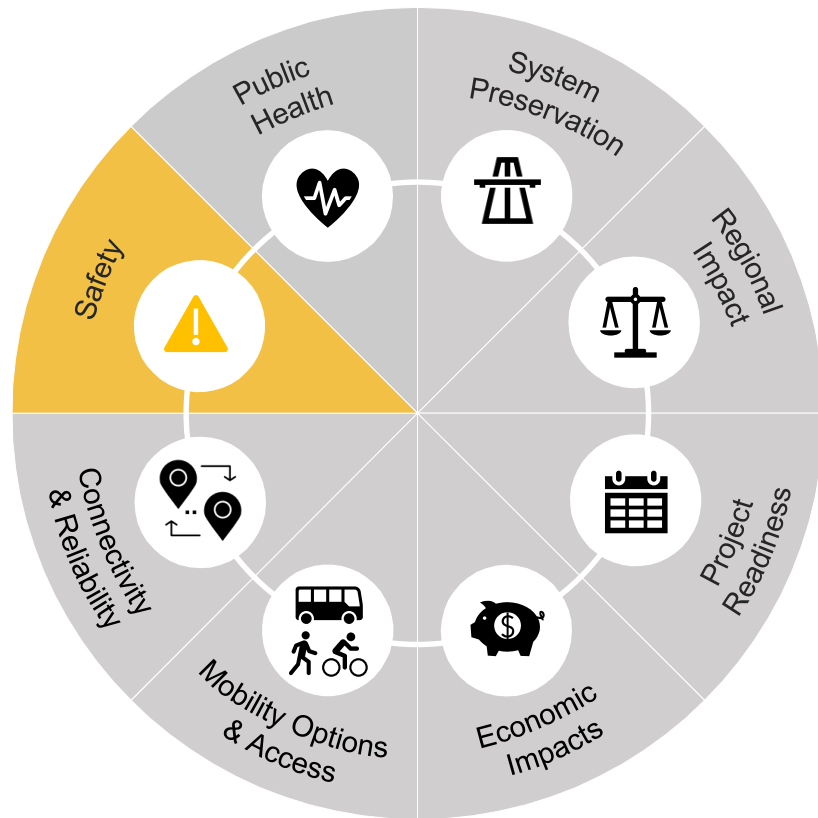
Vision, Goals, & Prioritization

Project Prioritization Framework PMT Categories



Vision, Goals, & Prioritization

Potential Metrics

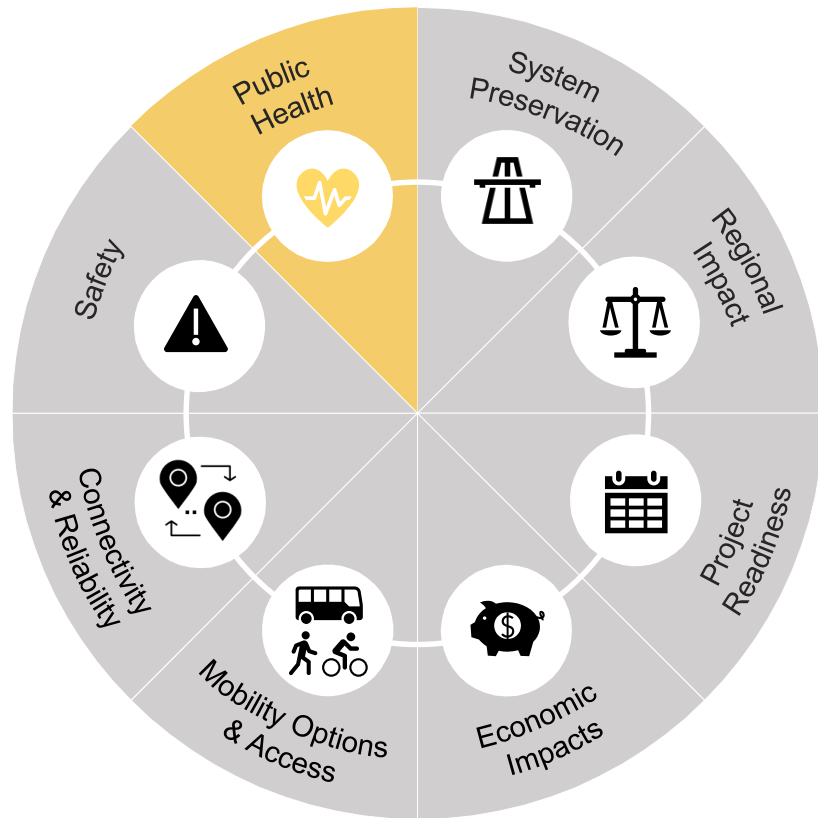


SAFETY


- High crash location
- High risk bike/ped location
- Proximity to schools and/or EMS facilities

Vision, Goals, & Prioritization

Potential Metrics



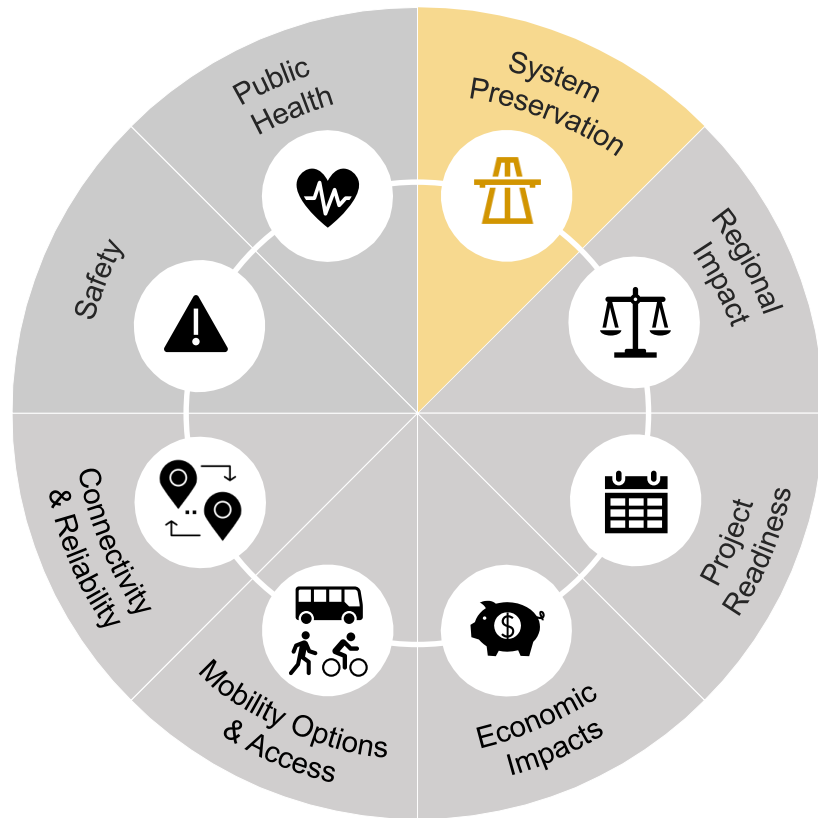
PUBLIC HEALTH



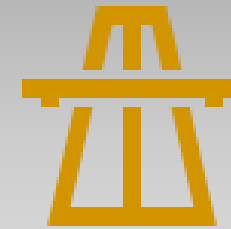
- Anticipated emissions reduction
- Active transportation
- Proximity to medical facilities

Vision, Goals, & Prioritization

Potential Metrics



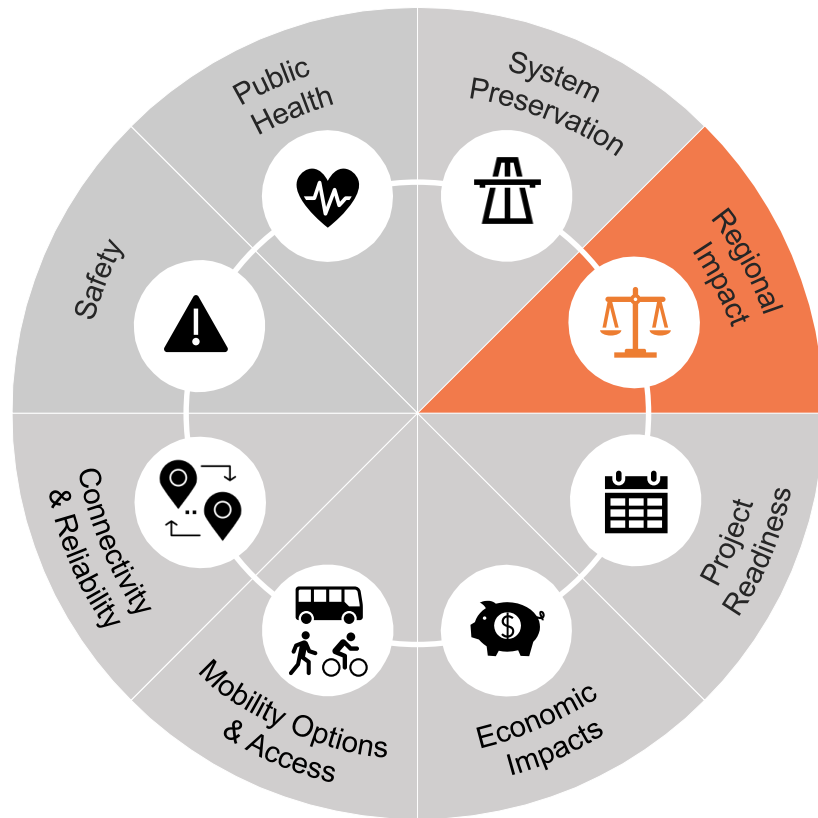
SYSTEM PRESERVATION



- Critical/vulnerable transportation asset
- Poor pavement conditions
- Poor bridge conditions

Vision, Goals, & Prioritization

Potential Metrics



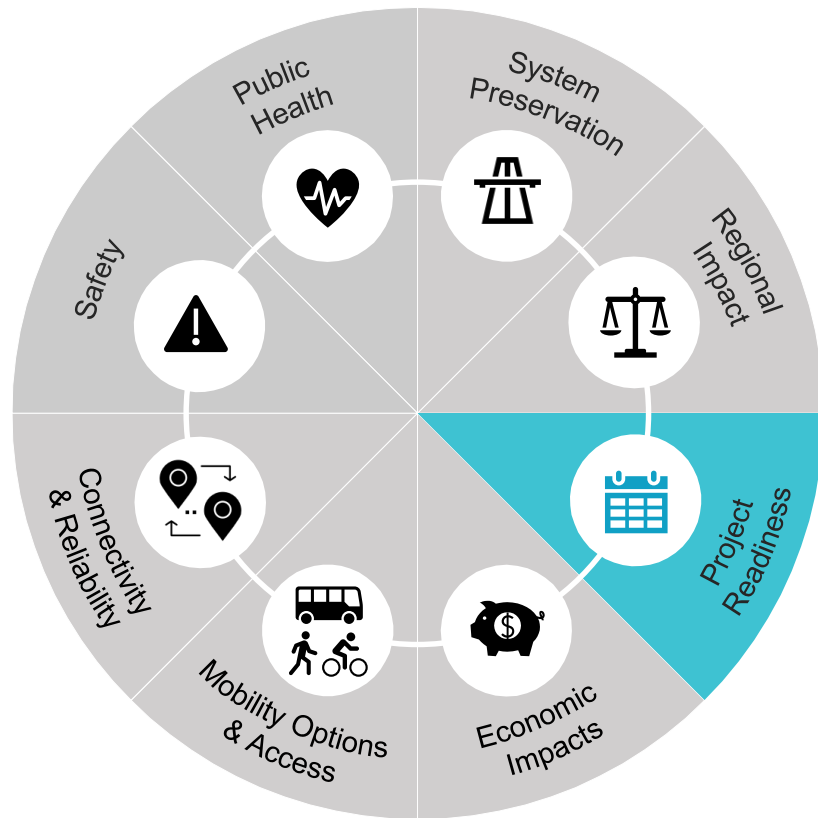
REGIONAL IMPACT



- Benefits multiple jurisdictions
- Improves access to Environmental Justice (EJ) communities (Equitable Target Areas (ETA) index)

Vision, Goals, & Prioritization

Potential Metrics



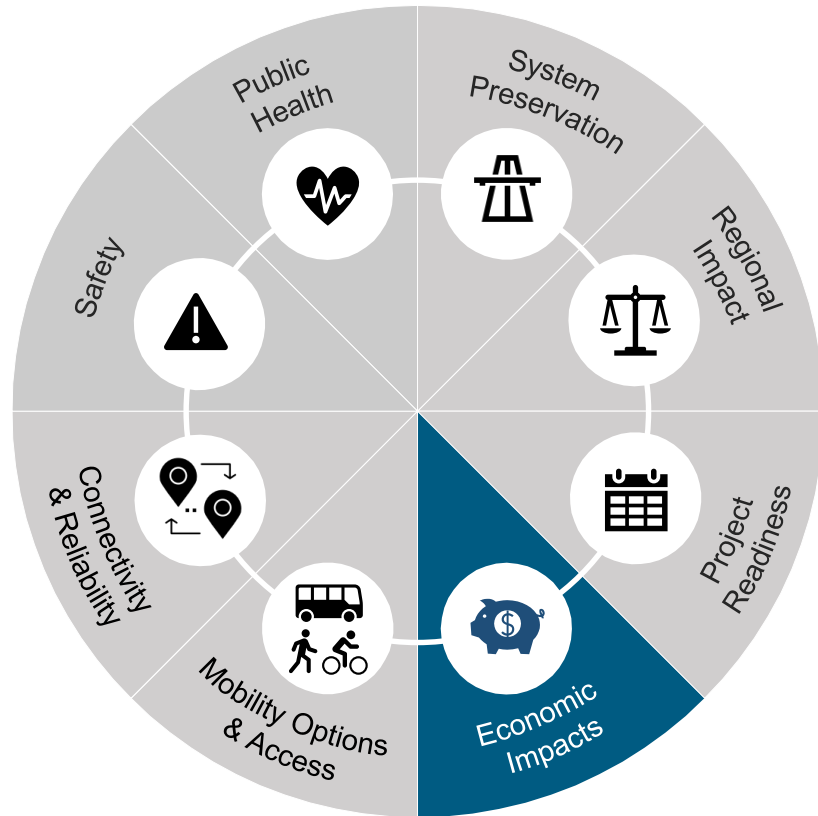
PROJECT READINESS



- Ease of implementation
- PE status (done, started, not started)
- ROW status (not required, done, started, not started)

Vision, Goals, & Prioritization

Potential Metrics



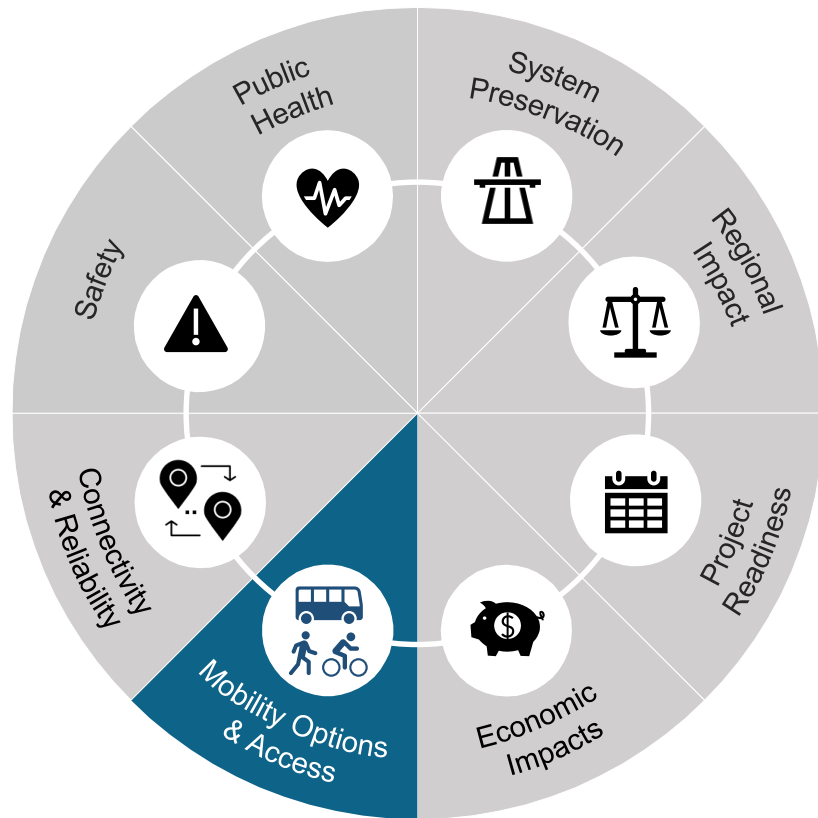
ECONOMIC IMPACTS



- Return on Investment (ROI)
- High freight volumes
- Proximity to major employment centers

Vision, Goals, & Prioritization

Potential Metrics



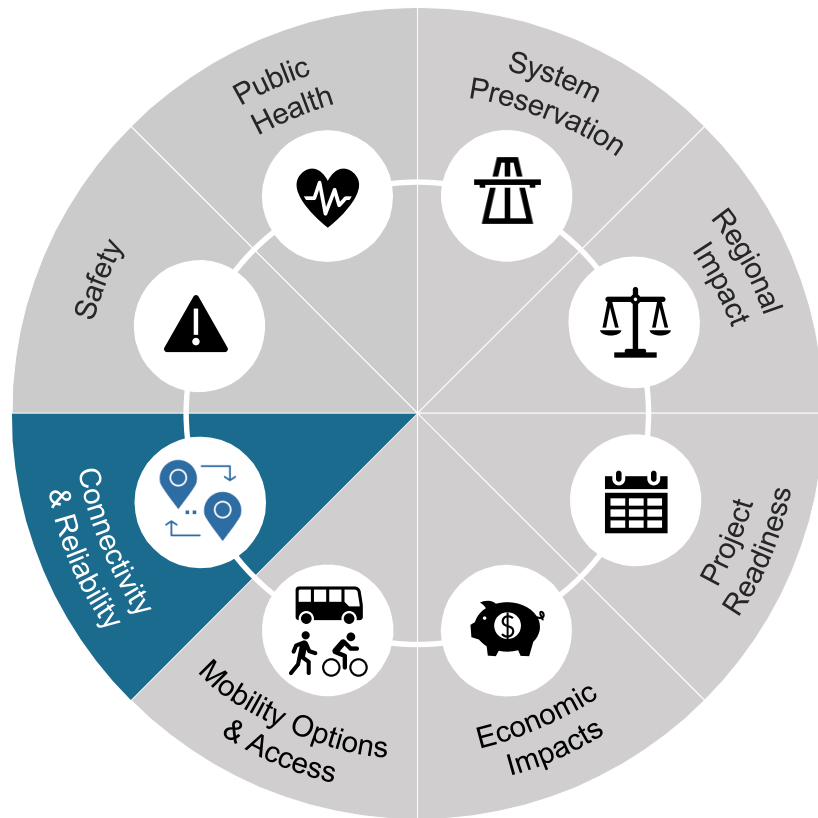
MOBILITY OPTIONS & ACCESS



- Provides for new modes of transportation
- Improves existing transit, bicycle, and/or pedestrian facilities

Vision, Goals, & Prioritization

Potential Metrics



CONNECTIVITY & RELIABILITY

- Congestion relief
- New or improved connection (regardless of mode)

Vision, Goals, & Prioritization

Proposed Project Prioritization Framework



- ❑ Weighting Scenarios:
 - ❑ PMT
 - ❑ Stakeholder Committee (SC)
 - ❑ Mayors Charrette (South Fulton Municipal Association meeting)
 - ❑ General Public (online survey & public meeting)
 - ❑ Hybrid

Vision, Goals, & Prioritization

Proposed Project Prioritization Methodology

- ❑ Populate metrics for each project
- ❑ Apply weighting scenarios to get composite score(s)
- ❑ Rank and prioritize into tiers for all of southern Fulton and disaggregate prioritized list by City



Next Steps



**Refine
Vision**



**Refine Goals
& Objectives**



**Develop
Weighting
Scenarios**



CITY OF SOUTH FULTON
COUNCIL AGENDA ITEM
COUNCIL WORK SESSION



SUBJECT: 2019 Legislative Session Recap

DATE OF MEETING: 7/9/2019

DEPARTMENT: City Manager

ATTACHMENTS:

Description	Type	Upload Date
2019 Legislative Session Recap	Cover Memo	7/2/2019



A. R. LONG COMPANY, LLC

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CITY OF SOUTH FULTON

Government Relations – Legislative Update

This 2019 Legislative Session, the legislators representing the City of South Fulton worked diligently to introduce local legislation on behalf of the City for the betterment of the unique and diverse community. We thank you for the partnership and opportunity to let us represent you under the Gold Dome.

HB 329 – TAD legislation

- **Sponsor:** Rep. Marie Metzger
- **Synopsis:** This bill authorizes the City of South Fulton to create tax allocation districts (TAD). TAD allow the city to sell bonds to finance infrastructure for community redevelopment within a specific area. The bonds are secured by a “tax allocation increment” which is the increase in the property tax revenues resulting from redevelopment activities occurring. As public improvements and private investment take place in a TAD, the taxable value of property increases. The city will collect those revenues and put them into special fund to pay off bonds or loans that financed the public improvements in the district.
- **House Committee:** Intragovernmental Coordination – PASSED 3/5
- **Senate Committee:** State and Local Governmental Operations – PASSED 3/28
- **Procedural Posture:** PASSED THE HOUSE AND SENATE, AWAITING GOVERNOR’S SIGNATURE.

HB 423 – Homestead Tax Exemption Bill

- **Sponsor:** Rep. Debra Bazemore
- **Synopsis:** Provides for a new homestead exemption from City of South Fulton ad valorem taxes for municipal purposes in an amount equal to the amount by which the current year assessed value of a homestead exceeds the adjusted base year assessed value of such homestead.
- **House Committee:** Intragovernmental Coordination – PASSED 2/27
- **Senate Committee:** State and Local Governmental Operations – PASSED 3/22
- **Procedural Posture:** PASSED THE HOUSE AND SENATE, AWAITING GOVERNOR’S SIGNATURE.

HB 121 – Incorporate Fulton Industrial Boulevard

- **Sponsor:** Rep. Roger Bruce
- **Synopsis:** Will amend the Act that created the City of South Fulton to include Fulton Industrial Boulevard.
- **House Committee:** Intragovernmental Coordination – PASSED 2/22
- **Senate Committee:** State and Local Governmental Operations – PASSED 3/29
- **Procedural Posture:** Tabled until the 2020 Legislative Session. Next year, a motion can be made on the Senate floor to hear the bill again for a vote.

HB 611 – Hotel/Motel Tax

- **Sponsor:** Rep. Derrick Jackson
- **Synopsis:** Raises the City of South Fulton’s taxes from hotels and motels from 5 percent to 8 percent.
- **House Committee:** Intragovernmental Coordination – PASSED 3/21
- **Senate Committee:** State and Local Governmental Operations – PASSED 4/2
- **Procedural Posture:** PASSED THE HOUSE AND SENATE, AWAITING GOVERNOR’S SIGNATURE.

GENERAL BILLS

HB 316 – Provide for Uniform Equipment and Ballot Marking Devices

- **Sponsor:** Rep. Barry Fleming
- **Synopsis:** Relating to elections. Provides for a new voting system for the state. Removes "direct recording electronic (DRE)" in the description of the voting systems used by the state.
- **House Committee:** Governmental Affairs
- **Procedural Posture:** SIGNED BY GOVERNOR 4/2

SB 158 – Anti-Human Trafficking Protective Response Act

- **Sponsor:** Senator Brian Strickland
- **Synopsis:** Amends Titles of the O.C.G.A. relating to civil practice, courts, crimes and offenses, criminal procedure, and nuisances. The Act provides additional safeguards and protections against human trafficking. It authorizes DFCS to provide care and supervision to children who are victims of human trafficking and expands prohibitions against trafficking of persons for labor or sexual servitude. The Act will revise the definition of prostitution and increase the penalties for certain sexual offenses and will make the use of certain property in connection with human trafficking to automatically constitute a nuisance.
- **Senate Committee:** Judiciary
- **House Committee:** Juvenile Justice
- **Procedural Posture:** PASSED 3/28, HOUSE SENT TO GOVERNOR

HR 37 – Creates Georgia Commission on Freight Logistics

- **Sponsor:** Rep. Kevin Tanner
- **Synopsis:** To create a comprehensive, strategic business plan to develop state-wide freight and logistics infrastructure.
- **House Committee:** Transportation
- **Senate Committee:** Transportation
- **Procedural Posture:** PASSED 3/29, HOUSE SENT TO GOVERNOR

SB 157 – Establish State Depository Board policies

- **Sponsor:** Rep. John Kennedy
- **Synopsis:** Specify when public funds shall be considered to be held by a depository, establish State Depository Board policies and procedures related to deposit placement programs
- **House Committee:** Banks and Banking
- **Senate Committee:** Banking and Financial Institutions
- **Procedural Posture:** PASSED 3/26, SENATE SENT TO GOVERNOR

SB 1 – Penalty for Hit and Run Accidents

- **Sponsor:** Senator Elena Parent
- **Synopsis:** Penalty for hit and run accidents: if one causes an accident resulting in bodily harm and leaves the scene of the accident, they shall be guilty of a felony and shall be punished by imprisonment for not less than 1-year nor more than 10-years
- **House Committee:** Judiciary Non-Civil
- **Senate Committee:** Judiciary
- **Procedural Posture:** PASSED 3/22, SENATE SENT TO GOVERNOR

HB 302 – State Building Design Regulations

- **Sponsor:** Rep. Vance Smith
- **Synopsis:** Prohibits local governments from adopting or enforcing ordinances or regulations relating to or regulating building design elements as applied to one or two-family dwellings
- **House Committee:** Agriculture & Consumer Affairs
- **Procedural Posture:** House withdrawn, recommitted to the House committee.

HB 234 – Anti-Human Trafficking Protective Response Act

- **Sponsor:** Rep. Chuck Efstration
- **Synopsis:** Amends Titles of the O.C.G.A. relating to civil practice, courts, crimes and offenses, criminal procedure, and nuisances. The Act provides additional safeguards and protections against human trafficking. It authorizes DFCS to provide care and supervision to children who are victims of human trafficking and expands prohibitions against trafficking of persons for labor or sexual servitude. The Act will revise the definition of prostitution and increase the penalties for certain sexual offenses. Further, it will make the use of certain property in connection with human trafficking to automatically constitute a nuisance.
- **House Committee:** Juvenile Justice
- **Senate Committee:** Judiciary
- **Procedural Posture:** In Senate Committee 3/5.

HR 259 – Johnny Tolbert III House Study Committee

- **Sponsor:** Rep. William Boddie
- **Synopsis:** Johnny Tolbert III House Study Committee on Heat-Related Injuries, especially as they relate to sports.
- **House Committee:** Health & Human Services
- **Procedural Posture:** House passed Committee Substitute 3/18.

**DID NOT SURVIVE CROSSOVER DAY
MUST BE REINTRODUCED 2020 LEGISLATIVE SESSION**

HB 236 – Municipal Emergency Medical Service Transportation

- **Sponsor:** Rep. Roger Bruce
- **Synopsis:** Amends O.C.G.A. relating to emergency medical services to allow first responders of municipal fire departments to engage in the emergency medical transportation of patients.
 - The department shall grant a license for emergency medical transportation to a first responder if such first responder: (1) Is of a municipal fire department AND (2) Meets the same applicable training and standards criteria established by the department for the provision of ambulance services
 - Once a license is granted, the first responder shall administer the emergency medical services system for the geographical area covering its jurisdiction and may contract with licensed ambulance providers to supplement such first responder's coverage of the area.
 - A licensed first responder will also be allowed to bill patients and recover fees, expenses and administrative costs associated with the services of the first responder.
 - Gives the Board of Public Health authority to designate and contract with public or nonprofit local entity to administer the EMSC program for each health district designated by the Dept of Public Health that is not within the geographical area of a licensed first responder.
 - If an emergency medical transportation of a patient has occurred, the person or agency that provides on-site care shall make a record that shall be available for inspection by the department at any time.
- **House Committee:** Intragovernmental Coordination
- **Procedural Posture:** Waiting to be heard in Committee

SB 172 – State Building Design Regulations

- **Sponsor:** Senator John Wilkinson
- **Synopsis:** Prohibits local governments from adopting or enforcing ordinances or regulations relating to or regulating building design elements as applied to one or two-family dwellings
- **Senate Committee:** Government Oversight
- **Procedural Posture:** Waiting to be heard in Committee

HB 340 – Amends the Bail Schedule

- **Sponsor:** Rep. Micah Gravley
- **Synopsis:** Amends general provisions regarding bonds and recognizances, so as to revise provisions

regarding when and under what circumstances persons accused of crimes may be released on their own recognizance; to provide for the types of security for bail.

- **House Committee:** Judiciary Non-Civil
- **Procedural Posture:** Committee heard testimony, no action taken 2/25

HR 329 – Creates House Study Committee on Homeowners Associations

- **Sponsor:** Rep. William Boddie
- **Synopsis:** Creating House Study Committee on Homeowners' Associations, Condominium Owners' Associations, and Property Owners in Community Associations
- **House Committee:** Special Rules
- **Procedural Posture:** Waiting to be heard in Committee

HB 88 –Penalty for Hit and Run Accidents

- **Sponsor:** Rep. Thomas
- **Synopsis:** If one causes an accident resulting in bodily harm and leaves the scene of the accident, they shall be guilty of a felony and shall be punished by imprisonment for not less than 1-year nor more than 10-years
- **House Committee:** Judiciary Non-Civil
- **Procedural Posture:** Waiting to be heard in Committee

SB 10 – Addresses Penalties for Possession of Marijuana

- **Sponsor:** Senator Harold Jones III
- **Synopsis:** Creates penalties for possession of marijuana
 - One-half ounce or less, \$300
 - More than one-half ounce but less than 2 ounces, fine not exceeding \$1,000, or imprisonment not exceeding 12-months and/or community service not exceeding 12-months
- **Senate Committee:** Judiciary
- **Procedural Posture:** Waiting to be heard in Committee

HR 47 – Creates House Study Committee on Decriminalization of Traffic Violations

- **Sponsor:** Rep. Sandra Scott
- **House Committee:** Judiciary Non-Civil
- **Procedural Posture:** Waiting to be heard in Committee



CITY OF SOUTH FULTON
COUNCIL AGENDA ITEM
COUNCIL WORK SESSION



SUBJECT: Discussion on Commercial Investments

DATE OF MEETING: 7/9/2019

DEPARTMENT: City Manager

ATTACHMENTS:

Description	Type	Upload Date
Commercial Investments	Cover Memo	7/1/2019

City of South Fulton Presentation

Simple ideas in commercial real estate to move the City from good to Great.

July 9, 2019

By: Steve Langford – Ackerman & Co.

INTRODUCTION

Steve Langford

**Senior Vice President – Ackerman & Co.
Brokerage/Investment Sales**

14-years in Commercial Real Estate

- **\$70 million Student Housing Development – Auburn, AL**
- **\$45 million Retail Shopping Center – Ft. Lauderdale, FL**
- **\$25 million Retail Shopping Center – Marietta, GA (West Cobb)**
- **\$12 million Retail Shopping Center – Decatur, GA**
- **\$5 million Restaurant | Ruth Chris Steakhouse Headquarters – Alpharetta, GA**

7-years in Banking

- **Wells Fargo/Wachovia | Asst. Manager – College Park, GA**
- **Wells Fargo/Wachovia | Manager – Atlanta, GA (Greenbriar)**

Resident of City of South Fulton

- **10-years – Cliftondale Community**

PURPOSE OF PRESENTATION

As professional working in City of South Fulton:

Provide some key information about the Commercial Real Estate market that can impact economic development decision making in the City of South Fulton, and share a general perception of the City from the industry.

As a resident of City of South Fulton:

Demonstrate an intimate level of concern for the collective success of the City in bringing much needed Commercial Real Estate resources and amenities to the area.

ATTRACTING BUSINESS & DEVELOPMENT

The GOOD:

- Strong Demographics
(Population, Households, Income)
- Desirable Location
(Proximity to ATL, Interstates, Airports)
- Significant Development Opportunities
(Undeveloped land, Under-utilized CRE assets, Diversity of Asset Class)
- Economic Development Tools
(Development Authority, Tax Allocation Districts, Freeport Exemption)
- Competence and Stability in Economic Development Office

The “Not So” GOOD:

- Transportation Limitations
(Access to mass transit, Numerous 2-lane roads, Many state roads as major thoroughfares)
- Negative Perceptions
(Crime, Education, Actions of elected officials)

RECOMMENDATIONS

- ✓ **Develop/Implement a spirit of “deliberate collaborative success”.**
(Rising tides lifts all boats)
- ✓ **Develop and execute economic development master plan.**
(Think Atlanta Aerotropolis Blueprint)
- ✓ **Make transportation network a priority.**
(Build it and they will come)
- ✓ **Do whatever it takes and be more aggressive with acquiring FIB corridor.**
(Easily one of the most “economically and logistically” important assets for CoSF)
- ✓ **Be more “thoughtful” and “measured” about external messaging.**
(Not all factual information is received as intended)
- ✓ **Be intentional with informing/educating residents and business owners.**
(A knowledgeable constituency can be your greatest ally)
- ✓ **Better understand your competition.**
(They are NOT other districts in CoSF)
- ✓ **If you don’t know, seek out someone who does.**
(Become “results anchored”)

Q & A



CITY OF SOUTH FULTON
COUNCIL AGENDA ITEM
COUNCIL WORK SESSION



SUBJECT: Presentation on the Classification and Compensation Study

DATE OF MEETING: 7/9/2019

DEPARTMENT: Finance

ATTACHMENTS:

Description	Type	Upload Date
COSF Compensation Study	Cover Memo	7/3/2019



Council Presentation



Compensation and Classification Study

July 9, 2019

Study Goals and Objectives

- ✓ Perform a Compensation/Classification study for all City positions.
- ✓ Compare compensation to relevant labor markets/competitors.
- ✓ Ensure that positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, are classified together.
- ✓ Develop a competitive classification and compensation structure.
- ✓ Recommend policy changes to support the compensation system.
- ✓ Scope included approximately 500 positions in 126 job titles.
- ✓ Establish \$15 minimum wage threshold for all City Jobs.



Methodology

- ✓ Captured key employee data.
- ✓ Conducted employee sessions to explain project and their role.
- ✓ Identified jobs where recruitment and retention are concerns.
- ✓ Conducted interviews with top management and selected staff.
- ✓ Gathered salary and compensation data from competitor organizations;
- ✓ Surveyed for comparative data.
- ✓ Reviewed job questionnaire data from employees.
- ✓ Changed selected job titles to reflect work being done.
- ✓ Recommending changes to support a competitive compensation system.
- ✓ Developed implementation/transition costs.





Targeted Agencies/Employers

- City of Atlanta, GA
- City of Marietta, GA
- City of Decatur, GA
- City of Roswell, GA
- City of Sandy Springs, GA
- City of Johns Creek, GA
- City of Alpharetta, GA
- Athens-Clarke Co. GA
- Fulton Co. GA
- DeKalb Co. GA
- Cobb Co. GA
- Clayton Co. GA
- Fulton Co. School District, GA
- O*NET On-line



Market Survey Results

- ✓ Overall, results show that City positions surveyed lag the market:
 - ✓ At minimum: - 1.0%
 - ✓ At midpoint: - 2.1%
 - ✓ At maximum: - 4.2%

- ✓ City's Overall Benefits Package is very competitive in the region; Employee contributions for health insurance premiums are at the lower end of the scale among peers.



Market Survey Results

- ✓ Positions that appear to have competitive hiring rates:
 - ✓ Permit Specialist
 - ✓ Director Parks & Recreation
 - ✓ City Clerk
 - ✓ Business Tax Specialist
 - ✓ Police Chief
 - ✓ City Manager

- ✓ Positions that are extremely non-competitive:
 - ✓ Police Officer II
 - ✓ Police Sergeant
 - ✓ Heavy Equipment Mechanic
 - ✓ Accounting Associate
 - ✓ Director of Information Technology
 - ✓ Deputy Fire Chief



Recommendations

- ✓ Public Safety Plan for Police and Fire Rank Positions.
 - ✓ 18 job titles.
 - ✓ Open Range Plan
 - ✓ 12 grade levels.
 - ✓ Range Widths: 50% from minimum to maximum.

- ✓ Unified Plan created for all other City position titles.
 - ✓ 108 job titles.
 - ✓ Open ranges.
 - ✓ 26 grade levels.
 - ✓ Range Widths: 55.% from minimum to maximum.

- ✓ There is 5% between proposed grades.

- ✓ Results:
 - ✓ Establishes a competitive position overall and for all positions.
 - ✓ Makes the entry levels competitive.
 - ✓ Brings the ranges in line with the market.



Recommendations

Proposed Pay Plan: Public Safety

<i>Grade</i>	<i>Proposed Class Title</i>	<i>Original Title</i>	<i>Annual Range</i>	
			<i>Min</i>	<i>Max</i>
	208		\$42,786	\$64,205
	Firefighter Recruit			
	209		\$44,926	\$67,415
	Firefighter	Firefighter I	39,536	59,171
	Firefighter	Firefighter II	41,512	62,130
	Police Officer Recruit	Police Officer I	43,588	65,237
	212		\$52,007	\$78,042
	Fire Corporal	Firefighter III	43,588	65,237
	Police Officer II	Police Officer II	43,588	65,237
	214		\$57,338	\$86,041
	Police Detective	Police Detective	45,767	68,498
	Police Sergeant	Police Sergeant	48,056	71,923



Recommendations

215		\$60,205	\$90,343
Fire Lieutenant	Fire Lieutenant	54,495	81,561
Property & Evidence Manager			
217		\$66,375	\$99,603
Fire Captain	Fire Captain	63,564	95,133
Police Lieutenant	Police Lieutenant	54,495	81,561
220		\$76,838	\$115,303
Fire Battalion Chief	Fire Battalion Chief	68,649	102,744
Police Captain	Police Captain	74,141	110,963
222		\$84,714	\$127,122
Fire Marshal	Fire Marshal	80,072	119,840
Police Major	Police Major	80,072	119,840
227		\$108,119	\$162,243
Fire Deputy Chief	Fire Deputy Chief	93,396	139,782
Police Deputy Chief	Police Deputy Chief	93,396	139,782
232		\$137,990	\$207,068
Fire Chief			
Police Chief	Police Chief	117,652	176,085



Implementation

- ✓ The recommended implementation target date is set at October 1, 2019.
- ✓ Of the 500 employees covered in this study, 355 employees would need adjustment to the proposed minimums.
- ✓ Implementation costs on the following pages:



Estimated Annualized Costs

Fire	
Adjustment to Minimums (102 of 161)	\$387,079
Change in Total Payroll for included positions	4.64%

Police	
Adjustment to Minimums (118 of 131)	\$691,950
Change in Total Payroll for included positions	10.14%



Estimated Annualized Costs

Unified	
Adjustment to Minimums (136 of 208) Including 104 to new minimum of \$15/hour	\$417,196
Change in Total Payroll for included positions	7.06%

Total	
Adjustment to Minimums (356 of 500)	\$1,496,225
Change in Total Payroll for included positions	5.89%



Recommendations on Policies

- ✓ MAG has provided a draft of personnel policies for:
 - ✓ Reclassification
 - ✓ Promotion
 - ✓ Lateral Transfer
 - ✓ Demotion
 - ✓ Temporary Assignment
 - ✓ Hiring
 - ✓ Addressing employees who “max out”.

- ✓ The suggested policies reflect best practices in the field of HR.



Transition Plan

Next steps include the following:

- ✓ Adopt the classification levels and individual assignments.
- ✓ Adopt the new compensation plan structure and ranges.
- ✓ Implement new structure effective October 1, 2019.





DIVIDER SHEET

**CITY OF SOUTH FULTON, GEORGIA
CITY COUNCIL REGULAR MEETING
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, July 9, 2018 ~ 7:00pm**



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**CITY OF SOUTH FULTON, GEORGIA
CITY COUNCIL REGULAR MEETING
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, July 9, 2018 ~ 7:00pm**

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Chief Financial Officer's Monthly Report

City Manager's Monthly Report



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

REGULAR COUNCIL MEETING AGENDA

- I. Meeting Called to Order
- II. Roll Call
- III. Invocation - Pastor Warren Henry
- IV. Pledge of Allegiance
- V. Presentations and Announcements
 1. Councilmember Rowell would like to present a Proclamation proclaiming Kendall Henry Day. **(Rowell)**
- VI. Adoption of Council Agenda
- VII. Approval of City Council Meeting Minutes
 2. Council Approval of June 11, 2019 Meeting Minutes
 3. Council Approval of June 19, 2019 Special Call Meeting Minutes
- VIII. Public Comments

Speakers can complete a Public Comment Speaker Card between the 6:30pm and 6:50pm, when completed, please take card to the City Clerk. Speakers will be granted a total of two (2) minutes each and public comments will not exceed thirty (30) minutes. Speakers will not be allowed to yield or donate their time to other speakers. Speakers must identify themselves and their addresses prior to speaking. Speakers may only address the Presiding Officer, shall observe all rules of decorum. No debate, disrespect or obscenities shall be tolerated. The Presiding Officer shall rule any such individual out of order that fails to comply with the

foregoing.

IX. Consent Agenda Items

4. Proclamation was issued to Mary Parker (**Edwards**)
5. Proclamation was issued to Vurla Mae Terry (**Edwards**)
6. Proclamation was issued for Jeanette Iris Bryant (Minor) (**Jackson**)
7. Proclamation was issued to Wiensbaker-Robinson Family Reunion (**Rowell**)
8. Council Approval of IGA with City of College Park regarding Sierra Townhomes (City Manager)
9. Council Approval of Resolution to enter into a Lease Agreement with Jones Bridge Road Associates, LLC (City Manager)

X. Previous Agenda Items

10. Council 2nd Reading and Approval to Amend Ordinance 2019-007 Animal and Livestock Control (**Gumbs**)
11. Council 2nd Reading and Approval of Hotel/Motel Tax Ordinance Amendment (**Willis**)
12. Council 2nd Reading and Approval of Firefighters Mediation Ordinance (**Willis**)
13. Council 2nd Reading to Amend Ordinance Title 1 Administration_Ethics (**Council**)

XI. Agenda Items

14. Council's approval of an Intergovernmental Agreement with Fulton County Board of Registration and Elections to serve as superintendent and to perform any all functions to conduct City of South Fulton's 2019 Municipal Election in the amount of \$527,293.00. (City Clerk)
15. Council Approval of Resolution Consenting to Expansion of Fulton Industrial Community Improvement District (City Manager)
16. Council Approval of Agreement for South Fulton Revenue Enhancement (Finance)
17. Council Approval of Resolution for Census Task Force (**Edwards & Willis**)
18. Council 1st Reading of Amending Ordinance Title 8 Traffic and Vehicles (**Willis and Edwards**)
19. Council 1st Reading of Ordinance Amending Section 2.14 Compensation and Expenses (**Council**)
20. Council Approval of Final Ethics Report on George Lawson, Jr. and Tiffany C. Sellers vs Emilia Walker Complaint #2019-01 (City Manager)

XII. Chief Financial Officer's Monthly Report

XIII. City Manager's Monthly Report

XIV. Comments from Council

XV. Executive Session

When an Executive Session is Required, one will be called for the following issues:

1) Personnel, 2) Litigation or 3) Real Estate

XVI. Adjournment of Meeting

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Proclamation - Kendall Henry Day

DATE: July 9, 2019

SUBJECT: Proclamation - Kendall Henry Day

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Proclamation - Kendall Henry	Cover Memo	6/28/2019



City of South Fulton

WHEREAS, Ms. Kendall Henry is a recent graduate of the Westlake High School class of 2019. During her tenure at Westlake High School Magnet Program she was an IB Certificate Candidate and recognized as one of the top 25 students of her class. She has been recognized as a University of Georgia Certificate of Merit Scholar, awarded to the top 5% of her class of more than 540 students;

WHEREAS, Ms. Kendall Henry is a Magnet Scholarship recipient. In addition, she was awarded \$2 million dollars in academic scholarships from the following 12 universities: Spelman College, Florida State University, Fisk University, UNC-Chapel Hill, FAMU, Stetson University, LSU, Xavier of Louisiana, Xavier of Ohio, Wingate College, North Carolina State University and the University of Georgia;

WHEREAS, Ms. Henry has earned the 21st Century Leadership Award, an award given to the top 20 youth leaders in Georgia. She was granted the highest award given to a Girl Scout, the Girl Scout of Greater Atlanta Gold Award. She earned the President's Volunteer Service Award for over 250 public service hours. The Healthcare Occupation Students of America State of Georgia Leadership Conference winner in the Prepared Speaking category; the Westlake Varsity Cheerleading Coach's Award and Lions Award;

WHEREAS, Ms. Henry has maintained academic excellence and also excelled at giving back. Her numerous public service accolades include the following: Student Vice President of West Lake High School, Ambassador Girl Scout, Chick-Fil-A Leader Academy, National Honor Society, Science National Honor Society, Healthcare Occupation Students of America and served as a mentor for the Desire to Inspire Program; and

WHEREAS, Ms. Henry was also a star athlete as a Westlake Four Year Letterman Cheerleader – Captain and a UCA All-American Cheerleader;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and the City Council of the City of South Fulton hereby proclaim Tuesday, July 9, 2019 as “**Kendall Henry Appreciation Day**” in the City of South Fulton, Georgia.

Councilwoman Catherine Foster Rowell, Ph.D., District 1

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of June 11, 2019 Meeting Minutes

DATE: July 9, 2019

SUBJECT: Council Approval of June 11, 2019 Meeting Minutes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Combined Minutes June 11, 2019	Cover Memo	6/27/2019



DRAFT

COUNCIL WORK SESSION MEETING MINUTES

I. Call to Order

Minutes:

The meeting was called to order by Mayor Edwards at 5:00 PM.

II. Roll Call

Attendee Name	Title	Status	Arrived
William "Bill" Edwards	Mayor	Present	
Mark Baker	District 7 Councilmember Mayor Pro Tem	Present	
Catherine F. Rowell	District 1 Councilmember	Present	
Carmalitha Gumbs	District 2 Councilmember	Present	
Helen Z. Willis	District 3 Councilmember	Present	
Naeema Gilyard	District 4 Councilmember	Absent	
Rosie Jackson	District 5 Councilmember	Present	
Khalid Kamau	District 6 Councilmember	Present	

A quorum was present. Councilmember Gilyard was absent.

III. Presentations

1. South Fulton Comprehensive Transportation Plan Status Update by Modern Mobility Partners (City Manager/Public Works)

Minutes:

Presentation cancelled.

IV. Agenda Items

2. Discussion on entering an agreement with Utility IOT Rockets Mobilized Technology for equipment and service in all City vehicles. (City Manager)

Minutes:

Chief Keith Meadows and Michael Theus, South Fulton Police Department, in addition to Vincent Chiera and Bert Jean from Utility, Inc. appeared before the Council to update the City regarding equipment and services provided by Body Worn.

The presentation was followed by a question and discussion period.

V. Executive Session

When an Executive Session is Required, one will be called for the following issues: 1) Personnel, 2) Litigation or 3) Real Estate

Motion (Recess): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 Gilyard

Minutes:

Motion a.

A motion was made to recess for an executive session at 5:23 PM to discuss personnel, litigation and real estate with a friendly amendment from Councilmember khalid to reconvene not later than 6:50 PM.

The motion was approved 6-0-1. Councilmember Gilyard was absent.

Motion (Approve): Councilmember Jackson

Second: Mayor Pro Tem Baker

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 2 Gilyard, khalid

Minutes:

Motion b.

The City Clerk announced there was no action taken during the executive session; however, the City Attorney stated there were two items for consideration by the Council in public session.

A motion was made to authorize the City Attorney to present the Meadows Proposal to the Fulton County School Board.

The motion was approved 5-0-2. Councilmembers khalid and Gilyard were absent.

Motion (Approve): Mayor Pro Tem Baker

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

Motion c.

The City Attorney announced that she presented two ordinances pertaining to Amendments to the Ethics Code to the Clerk and a motion was made to adopt the emergency ordinance amending Title 1 and authorize the non-emergency copy of such ordinance for first read today.

The motion was approved unanimously.

VI. Adjournment

Motion (): Councilmember Gumbs

Second: Councilmember Rowell

[Motion]

Yea: 4 Edwards, Gumbs, Jackson, Rowell

Nay: 0

Abstain: 0

Not Voting: 4 Baker, Gilyard, khalid , Willis

Minutes:

A motion was made to close the executive session and adjourn the Work Session at 6:55 PM. The motion was approved 4-0-4 Councilmembers Baker, khalid, Gilyard and Willis were absent.



DIVIDER SHEET



DRAFT

REGULAR MEETING MINUTES

I. Meeting Called to Order

Minutes:

The meeting was called to order by Mayor William Edwards at 6:59 PM. Following the roll call by the City Clerk, a quorum was established.

Attendee Name	Title	Status	Arrived
William "Bill" Edwards	Mayor	Present	
Mark Baker	District 7 Councilmember Mayor Pro Tem	Present	
Catherine F. Rowell	District 1 Councilmember	Present	
Carmalitha Gumbs	District 2 Councilmember	Present	
Helen Z. Willis	District 3 Councilmember	Present	
Naeema Gilyard	District 4 Councilmember	Present	
Rosie Jackson	District 5 Councilmember	Present	
Khalid Kamau	District 6 Councilmember	Present	

II. Invocation - Pastor Warren Henry

Minutes:

The invocation was rendered by Pastor Henry.

III. Pledge of Allegiance

Minutes:

The pledge of allegiance was recited in unison.

IV. Presentations and Announcements

1. Swearing in of Fire Chief Freddie D. Broome

Minutes:

Swearing-In conducted.

2. Swearing in of the Development Authority Members

Minutes:

Swearing-In conducted. Members sworn in were as follows: Stacy Blackley, Arnold Jiggetts, Shelley Lamar, Jamal Gooms, Ric Ross and Mayor Pro Tem Mark Baker.

V. Adoption of Council Agenda

Motion (Adopt): Councilmember Jackson

Second: Councilmember Gilyard

[Motion Adopted]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

Addendums:

Board Appointments for Environmental Committee

Councilperson Carmalitha Gumbs nominated Mr. Rafer Johnson

Councilperson Naeema Gilyard nominated Mr. Shadeed Abdul-Salaam

A motion was made to approve the Regular Meeting agenda as amended.

The motion was approved unanimously.

VI. Approval of City Council Meeting Minutes

Minutes:

3. Approval of Council Meeting Minutes - May 28, 2019

Motion (Approve): Councilmember Gumbs

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the Meeting Minutes for the Tuesday, May 28, 2019 Council Work Session and Regular Meeting.

The motion was approved unanimously.

VII. Public Comments

Minutes:

There were nine (9) speakers who provided public comment as follow:

Ms. Gina Yielding (District 4): Bishop Road Fire

Mr. Paul Bartos (District 4): Bishop Road Fire

Ms. Betty Bartos (District 4): Bishop Road Fire

Mr. Rodney Hadley (District 4): Hall Road

Ms. Juliette Rankins (District 4): Equality/Making COSF First

Mr. Joseph Simler (District 4): Traffic

Mr. Torrey Tomlinson (District 6): Father's Day Event at Creel Park

Ms. Taylor Tomlinson (District 6): Father's Day Event at Creel Park

Ms. Ivory Denson (District 2): Grady EMC

VIII. Consent Agenda Items

Motion (Approve): Councilmember Rowell

Second: Mayor Pro Tem Baker

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the Consent Agenda, items 4, 5 and 7.

The motion was approved unanimously.

4. Proclamation presented to Phyllis Duvall (Hollis) Bailey (**Willis**)
5. Council Approval of the Facility Use Agreement between the City of South Fulton and Future Seekers, Inc. at Sandtown Park (Parks)
6. Council Approval of Facility Use Agreement between City of South Fulton and Welcome All Park Athletic Association (Parks)

Motion (Approve): Councilmember Willis

Second: Councilmember Jackson
[Motion Approved]

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

Minutes:

Item removed from Consent Agenda to Regular Meeting Agenda.

A motion was made to approve a Facility Use Agreement between the City of South Fulton and Welcome All Park Athletic Association.

The motion was approved unanimously.

-
7. Council Approval to Renew the Agreement with Utility IOT Rockets Mobilized Technology for equipment and service for all City Vehicles, financed over 5 years. (City Manager)

IX. Previous Agenda Items

8. Council Approval of FY18 Budget Amendment Ordinance (2nd Reading) (Finance)

Motion (Approve): Councilmember Gilyard
Second: Councilmember Gumbs
[Motion Approved]

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

Minutes:

A motion was made to approve the FY18 Budget Amendment Ordinance.

The motion was approved unanimously.

-
9. Council Approval of Code Enforcement Ordinance (2nd Reading) (**Gumbs**)

Motion (Approve): Councilmember Gumbs
Second: Councilmember Willis
[Motion Approved]

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

Nay: 0
Abstain: 0
Not Voting: 0

Minutes:

A motion was made to approve the Code Enforcement Ordinance.

The motion was approved unanimously.

10. Council Approval of Finance Committee Ordinance (2nd Reading) **(Gilyard)**

Motion (Approve): Councilmember Gilyard

Second: Councilmember Gumbs

[Motion Approved]

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

Minutes:

A motion was made to approve the Finance Committee Ordinance.

The motion was approved 6-1. Councilmember khalid voted in opposition.

X. Agenda Items

11. Request Council approval for the Public Works Department to receive a Local Maintenance and Improvement Grant (LMIG) in the amount of \$60,000 with the City of South Fulton (COSF) providing 30% (\$31,110) in matching funds (Public Works)

Motion (Approve): Councilmember Willis

Second: Mayor Pro Tem Baker

[Motion Approved]

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

Minutes:

A motion was made to approve a request for the Public Works Department to receive a Local Maintenance and Improvement Grant in the amount of \$60,000 with the City of South Fulton providing 30% (\$31,110) in matching funds (Public Works).

The motion was approved unanimously.

12. Request Council approval for the Police Department to apply for the Firehouse Subs Public Safety Foundation Grant to purchase 15 Automated External Defibrillators (AED) with a potential award amount of \$21,105 (Police)

Motion (Approve): Mayor Pro Tem Baker

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve a request for the Police Department to apply for the Firehouse Subs Public Safety Foundation Grant to purchase 15 Automated External Defibrillators (AED) with a potential award amount of \$21,105.

The motion was approved unanimously.

13. Request Council approval for the Police Department to apply for the Youth Gang Desistance/Diversion Grant program for funding to support the creation of programs to address rehabilitation of youth gang offenders with a potential award amount of \$500,000 (Police)

Motion (Approve): Mayor Pro Tem Baker

Second: Councilmember khalid

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve a request for the Police Department to apply for the Youth Gang Desistance/Diversion Grant program.

The motion was approved unanimously.

14. Request Council approval for the Police Department to enter into a Memorandum of Understanding with other law enforcement agencies for the Local Law Enforcement Crime Gun Intelligence Center Integration Initiative (CGIC) Grant with a potential award amount of \$150,000 (Police)

Motion (Approve): Councilmember Willis

Second: Mayor Pro Tem Baker

[Motion Approved]

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

Minutes:

A motion was made to approve a request for the Police Department to enter into a Memorandum of Understanding with other law enforcement agencies for the Local Law Enforcement Crime Gun Intelligence Center Integration Initiative Grant.

The motion was approved unanimously.

15. Request Council approval to enter into an agreement with Smyrna Police Distributors to supply the Police Department with uniforms, equipment and footwear as needed in an amount not to exceed \$100,000 (Police)

Motion (Approve): Councilmember Willis

Second: Councilmember khalid

[Motion Approved]

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

Minutes:

A motion was made to approve an agreement with Smyrna Police Distributors to supply the Police Department with uniforms, equipment and footwear as needed in the amount not to exceed \$100,000.

The motion was approved 6-1. Mayor Pro Tem Baker voted in opposition.

16. Request Council approval to enter into an agreement with SWIFTY Youth, Inc. to develop and implement the STEM Pilot Program in an amount not to exceed \$75,000 (Parks)

Motion (Approve): Councilmember Jackson

Second: Councilmember Willis

[Motion Approved]

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

Minutes:

A motion was made to approve an agreement with SWIFT Youth, Inc. to develop and implement the STEM Pilot Program in the amount not to exceed \$75,000.

The motion was approved unanimously.

17. Council Approval of 1st Reading of Firefighters Mediation Ordinance (**Willis**)

Minutes:

Item read. (First Read)

18. Council Approval of 1st Reading of Annexation Ordinance for 5955 Fulton Industrial (Planning)

Minutes:

Item read. (First Read)

19. Council Approval of 1st Reading of Hotel/Motel Tax Ordinance Amendment (**Willis**)

Minutes:

Item read. (First Read)

20. Emergency Medical Services for City of South Fulton

Minutes:

Presentation provided by City Manager Odie Donald.

21. Council Approval of Urban Redevelopment Agency Establishing Need and Area Resolution (**Willis**)

Motion (Approve): Councilmember Willis

Second: Councilmember Gumbs

[Motion Withdrawn]

Yea: 0

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

Motion a.

A motion was made to approve the Resolution. The motion was withdrawn by Councilmember Willis.

Motion (Approve): Councilmember Willis

Second: Councilmember Gumbs

[Motion Withdrawn]

Yea: 0
Nay: 0
Abstain: 0
Not Voting: 0

Minutes:

Motion b.

A motion was made to approve the Resolution and amend the URA map to allow for input from all councilmembers. The motion was withdrawn by Councilmember Willis.

Motion (Approve): Mayor Pro Tem Baker

Second:

[Motion Failed for Lack of Second]

Yea: 0
Nay: 0
Abstain: 0
Not Voting: 0

Minutes:

Motion c.

A motion was made to approve the addition of those areas of District 4 identified by Councilmember Gilyard to the URA map and to let the record show that Councilmember Baker was the sole sponsor of the Resolution. The motion did not receive a second.

Motion (Table): Mayor Pro Tem Baker

Second: Councilmember Rowell

[Motion Tabled]

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

Minutes:

Motion d.

A motion was made to table items 21, 22 and 23 until the Budget Retreat.

The motion was approved unanimously.

Motion (Approve): Councilmember Gumbs

Second: Councilmember Gilyard

[Motion Approved]

Yea: 7 Baker, Gilyard, Gumbs, Jackson, khalid , Rowell, Willis
Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

Motion e.

A motion was made to add items 18, 21, 22 and 23, in addition to the Budget priorities and goals discussion to a Special Called Meeting scheduled for June 19, 2019.

The motion was approved unanimously.

Councilmember Rowell requested that the City Manager, Chief Financial Officer and Economic Development Director collectively develop a comprehensive list of all options available to address the City's capital projects needs.

Councilmember Gilyard requested that a list of projects needs for District 4 be added to the URA map.

22. Council Approval of Resolution for Establishing Urban Redevelopment Agency Membership (**Willis**)

Motion (Table): Mayor Pro Tem Baker

Second: Councilmember Rowell

[Motion Tabled]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

Item tabled until June 19, 2019, Special Called Meeting.

23. Council Approval to Authorize Additional Funding for Complete Renovations at Fire Station No. 1 (Fire)

Motion (Table): Mayor Pro Tem Baker

Second: Councilmember Rowell

[Motion Tabled]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

Item tabled until June 19, 2019, Special Called Meeting.

XI. Comments from Council

Minutes:

XII. Executive Session

Minutes:

No Executive Session.

XIII. Adjournment of Meeting

Motion (Approve): Councilmember Willis

Second: Mayor Pro Tem Baker

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to adjourn the regular meeting at 9:11 PM.

The motion was approved unanimously.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of June 19, 2019 Special Call Meeting Minutes

DATE: July 9, 2019

SUBJECT: Council Approval of June 19, 2019 Special Call Meeting Minutes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
SCM and Budget Minutes_June 19, 2019	Cover Memo	6/27/2019



D R A F T

SPECIAL MEETING MINUTES

1. Call to Order - Roll Call

Minutes:

The special meeting was called to order by Mayor William Edwards at 8:34 AM. Following the roll call by the Deputy City Clerk, a quorum was established.

Minutes:

Attendee Name	Title	Status	Arrived
William "Bill" Edwards	Mayor	Present	
Mark Baker	District 7 Councilmember Mayor Pro Tem	Present	
Catherine F. Rowell	District 1 Councilmember		8:37 AM
Carmalitha Gumbs	District 2 Councilmember		9:20 AM
Helen Z. Willis	District 3 Councilmember	Present	
Naeema Gilyard	District 4 Councilmember	Present	
Rosie Jackson	District 5 Councilmember	Present	
Khalid Kamau	District 6 Councilmember	Present	

2. Agenda Items

Motion (Adopt): Councilmember Willis

Second: Councilmember Rowell

[Motion Adopted]

Yea: 5 Baker, Gilyard, Jackson, Rowell, Willis

Nay: 1 khalid

Abstain: 0

Not Voting: 1 Gumbs

Minutes:

A motion was made to adopt the special called meeting agenda.

The motion was approved 5-1. Councilmember Gumbs was not present.

a. Council Approval of 2nd Reading of Annexation Ordinance for 5955
Fulton Industrial (Planning)

Motion (Approve): Councilmember Willis
Second: Councilmember Rowell
[Motion Approved]

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

Minutes:

**A motion was made to approve 2nd reading of Annexation Ordinance for 5955
Fulton Industrial (Planning).**

The motion was approved 6-0. Councilmember Gumbs was not present.

b. Council Approval of Urban Redevelopment Agency Establishing Need
and Area Resolution (**Willis - Baker**)

Motion (Approve as Amended): Councilmember Jackson
Second: Mayor Pro Tem Baker
[Motion Approved]

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

Minutes:

**Councilmember Willis noted for the record that she and Councilmember Baker have
agreed to co-sponsor this resolution and the subsequent resolution
establishing Urban Redevelopment Agency membership. For identification
purposes, the co-sponsored resolution is the resolution labeled "Sponsored by
Councilmember Willis".**

**A motion was made to amend the Urban Redevelopment Agency Map provided by
the City Attorney as follows:**

**Amendment #1 – Councilmember Baker requested that parcels adjacent to Oakley
Industrial Boulevard (where city limit begins over one block to Oakley Road) and
Bethsaida Road be included on the map.**

**Amendment #2 – Councilmember Rowell requested that parcels adjacent Sandtown
Park and Recreation Center be included on the map.**

**Amendment #3 - Councilmember Jackson requested that parcels adjacent to
Burdett Road and Jolly Road be included on the map.**

Amendment #4 – Councilmember khalid requested that parcels adjacent to Creel Road and Bethsaida Road (from the County line to Highway 138) be included on the map.

Amendment #5 – Councilmember Gumbs requested that parcels adjacent to the right side of Butner Road (East side), Enon Road and Vandiver Lakes be included on the map.

Amendment #6 – Councilmember Gilyard requested that parcels adjacent to Hall Road and Jones Road be included on the map.

Amendment #7 – Councilmember Willis requested that parcels adjacent to Welcome All Park and Stonewall Tell Road be included on the map.

The motion was approved unanimously.

Motion (Approve): Councilmember Willis
Second: Mayor Pro Tem Baker
[Motion Approved]

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

Minutes:

A motion was made to approve Urban Redevelopment Agency Establishing Need and Area Resolution to include 1) the amended URA map established by the City Council 2) an amendment by Councilmember Gilyard to include Council input and 3) an amendment by Councilmember Baker to change Area #1 to "areas".

The motion was approved unanimously.

c. **Council Approval of Resolution for Establishing Urban Redevelopment Agency Membership (Willis - Baker)**

Motion (Approve as Amended): Councilmember Willis
Second: Councilmember Gumbs
[Motion Approved]

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

Minutes:

Councilmember Willis noted for the record that she and Councilmember Baker have agreed to co-sponsor this resolution and the subsequent resolution establishing Urban Redevelopment Agency membership. For identification

purposes, the co-sponsored resolution is the resolution labeled "Sponsored by Councilmember Willis".

A motion was made to amend Resolution for Establishing Urban Redevelopment Agency Membership to include 1) an amendment by Councilperson Willis to amend the resolution to establish the URA membership in the same format that is stated in the charter with the Mayor serving as chairperson and not having a vote except in instances of a tie. The City Attorney will strike the following sentence from the Resolution, Section 1, c. Composition and Term, "although the Mayor shall not serve as a Chairperson or Vice-Chairperson" and 2) an amendment to section 1, d. Meetings, to establish that the URA Board may make its own rules and procedures and will adopt Roberts Rules of Order.

The motion was approved 6-1.

- d. Council Approval to Authorize Additional Funding for Complete Renovations at Fire Station No. 1 (Fire)

Motion (Approve): Councilmember Willis
Second: Councilmember Gumbs
[Motion Not Carried]

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

Minutes:

A motion was made to approve the authorization for additional funding for complete renovations at Fire Station No. 1

The motion was not carried.

Motion (Table): Mayor Pro Tem Baker
Second:
[Motion Tabled]

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

Minutes:

A substitute motion was made to table this item until later in the meeting.

The motion to table was approved 4-2. Councilmember Gumbs was not present.

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

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

Minutes:

A motion was made to approve to Authorize Additional Funding for Complete Renovations at Fire Station No. 1.

The motion was approved unanimously.

e. Council Board Appointment: Board of Ethics

Mayor Edwards appoints Overtis Hicks Brantley, Esq.

Motion (Approve): Councilmember Willis

Second: Councilmember Gilyard

[Motion Approved]

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

Minutes:

A motion was made to approve Ms. Overtis Hicks Brantley, Esq. to the Board of Ethics.

The motion was approved 6-0. Councilmember Gumbs was not present.

3. Strategic Goals and Priorities Overview (InnerComm)

Minutes:

A presentation was provided by Bill Stark with InnerComm. The presentation included a review of the South Fulton Strategic Planning Process and Outcomes.

The areas of greatest need according to community input were as follows:

1. Economic Development, 2. Recreation, 3. City Image, 4. Visitor Attraction, 5. Value for Taxes, 6. Education, 7. Safety/Police, 8. Seniors and Veterans Services.

The five strategic goals as outlined in the Strategic Plan were as follows:

Goal 1 - Invest in Developing Strong Teams

Goal 2 - Grow Infrastructure and Solidify Finances

Goal 3 - Increase Community Collaboration and Quality of Life

Goal 4 - Focus on Economic Development

Goal 5 - Create an Efficient Government

Following the presentation, a discussion and question period followed with Mayor and Council.

Councilmember Gilyard requested that Environmental Justice is given consideration in the Strategic Plan.

4. Budget Overview (Chief Financial Officer)

Minutes:

A presentation was provided by Frank Milazi, CFO. The presentation included a review of the Budget Planning Process, Proposed Budget Timeline, and Recommended Changes for the FY2020 Budget.

Following the presentation, a discussion and question period followed with Mayor and Council.

Councilmember Willis requested a calculation of the number of blighted properties in the City of South Fulton and projected tax revenue from these properties.

Councilmember Gilyard requested that staff conduct an evaluation of all city contracts to determine their adherence to their scope of work. Additionally, she requests that department performance measures are included in their budget submission.

5. Budget and Planning Presentation (City Acworth)

Minutes:

A presentation was provided by Brian Bulthuis, City Manager, City of Acworth, GA. and the Honorable Tim Houston, Alderman, Post 5, City of Acworth, GA.

Following the presentation, a discussion and question period followed with Mayor and Council.

6. City Council - Priorities (Mayor and Council)

Minutes:

Frank Milazi, CFO and Odie Donald, City Manager led a discussion with the Mayor and Council identifying each member's top budget priorities. Priorities were identified as follows:

Mayor Edwards - Public Safety equipment and training; Programs to improve morale, focus on SPLOST for parks, City-wide quarterly activity.

Councilmember Rowell - Infrastructure improvements; lighting, additional transportation funding. Investment in public safety, i.e., downpayment assistance incentive, adding air conditioning, ventilation and windows at Sandtown Park, beautification of Cascade Road Corridor

Councilmember Gumbs - Innovation and solution for 3 smart cities initiatives (i.e., solar power, alternative energy), state-of-the-art fire training facility, Diversified development and increased commercial development.

Councilmember Willis - Public Safety benefits (i.e., take-home cars, incentives for education, discounted housing, certification, compensation, discounts for public safety employees), Redevelopment of the Roosevelt Highway and Washington Road Corridors, Funds allocated to the repair of the Welcome All Recreation Center and South Fulton Tennis Courts.

Councilmember Gilyard - Infrastructure improvements (implementation of lights, streets, sidewalks). Environmental impacts on health and quality of life, Park and subdivision amenities, Pavement of Jones and Hall Roads.

Councilmember Jackson - Quality economic development; retail and dining options, purchase of Meadows Facility. investment in Burdett Park to include air conditioning, a splash pad and furniture.

Councilmember khalid - FY2022 SPLOST Projects, evaluate parks (funding), develop commercial parcels, fully and optimally staffed, controlling bonding projects in District 6, traffic improvements along Old National Highway.

Councilmember Baker - Expanded parks services, universal trash service (3rd party assessment of entire system), establish brand and name for the city, sidewalks and lights.

After discussion, the Council agreed to the following FY2020 Budget Priorities:

- Invest in the brand of the City (Name, Arts, Events)**
 - Invest in infrastructure, recreation, parks array**
 - Grow the percentage of revenue from commercial businesses**
 - Invest in public safety infrastructure**
 - Increase staff capacity and employ smart city solutions**
-

7. Department Presentations: Issues and Priorities

Minutes:

The following departments made presentations to the Council regarding priority areas and plans for the FY2020 Budget.

Christopher Pike, Director, Destination South Fulton
Shayla Reed, Director, Community Development and Regulatory Affairs
Anthony Kerr, Purchasing Manager, Finance
Lakita Ford, Program Manager, Parks and Recreation
Anquilla Henderson, Director, Human Resources
Keith Meadows, Chief, Police
Freddie Broome, Cheif, Fire
Antonio Valenzuela, Director, Public Works
Namarr Strickland, Director, Information Technology
Brandeon Taylor, Risk Manager, Finance
Phenix Gaston, Clerk of Municipal Court
Jolene Butts Freeman, Director, Communications

8. Wrap Up - Tying Goals to Priorities

Minutes:

Frank Milazi, CFO, led a discussion with the Council matching the Council's Strategic Focus Goals with the FY2020 Council Budget Priorities.

9. Executive Session

Motion (Recess): Councilmember khalid

Second: Mayor Pro Tem Baker

[Motion Approved]

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

Nay: 1 Rowell

Abstain: 0

Not Voting: 1 Gumbs

Minutes:

A motion was made to recess for executive session #1 at 9:05 AM to discuss real estate and personnel.

The motion was approved 5-1. Councilmember Gumbs was not present.

Motion (Approve): Mayor Pro Tem Baker

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to close executive session #1 and reconvene the special called meeting at 9:31 AM.

The Deputy Clerk announced there was no action taken during executive session.

The motion was approved unanimously.

Motion (Recess): Councilmember Willis

Second: Mayor Pro Tem Baker

[Motion Approved]

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

Nay: 0
Abstain: 0
Not Voting: 0

Minutes:

A motion was made to recess for executive session #2 at 11:26 AM to discuss personnel.

The motion was approved unanimously.

Motion (Approve): Councilmember Willis
Second: Councilmember Rowell
[Motion Approved]

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

Minutes:

A motion was made to close executive session #2 and recess for lunch at 12:16 PM.

The Deputy Clerk announced there was no action taken during executive session.

The motion was approved unanimously.

Motion (Recess): Councilmember Willis
Second: Mayor Pro Tem Baker
[Motion Approved]

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

Minutes:

A motion was made to recess for executive session #3 at 3:02 PM to discuss real estate, personnel and litigation.

The motion was approved unanimously.

Motion (Approve): Councilmember Rowell
Second: Mayor Pro Tem Baker
[Motion Approved]

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

Minutes:

A motion was made to close executive session #3 and reconvene at 4:14 PM.

The Deputy Clerk announced there was no action taken during executive session.

The motion was approved unanimously.

Motion (Recess): Councilmember Gumbs
Second: Councilmember Willis
[Motion Approved]

Yea: 5 Baker, Gumbs, Jackson, khalid , Willis
Nay: 0
Abstain: 0
Not Voting: 3 Edwards, Gilyard, Rowell

Minutes:

A motion was made to recess for executive session #4 at 7:56 PM to discuss real estate and personnel.

The motion was approved 5-0. Mayor Edwards, Councilmembers Gilyard and Rowell were not present.

Motion (Approve): Councilmember Gumbs
Second: Councilmember Gilyard
[Motion Approved]

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

Minutes:

A motion was made to close executive session #4 and reconvene at 8:15 PM.

The City Attorney announced there was no action taken during executive session.

The motion was approved 4-0. Mayor Edwards, Councilmembers khalid, Jackson and Rowell were not present.

10. Adjournment

Motion (Adjourn): Councilmember Gumbs
Second: Councilmember Gilyard
[Motion Approved]

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

Minutes:

A motion was made to adjourn the Special Called Meeting at 8:16 PM.

The motion was approved 4-0. Mayor Edwards, Councilmembers khalid, Jackson and Rowell were not present.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Proclamation Mary Parker

DATE: July 9, 2019

SUBJECT: Proclamation Mary Parker

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Proclamation_Mary Parker	Cover Memo	6/28/2019



City of South Fulton

WHEREAS, Mary Parker is a businesswoman, author, mentor and friend with a true servant's heart;

WHEREAS, Mary's passion for service has opened the door for many deserving young people who otherwise may not have had the chance to pursue their dreams;

WHEREAS, although an extremely successful businesswoman as the Founder and CEO of All N ONE Security, a full-service 5-star security company, Mary is never one to sit on her laurels and is always looking for other opportunities to serve;

WHEREAS, Mary is a walking testimony of the scripture, "to whom much is given, much is required", Mary founded The Mary Parker Foundation in 2011, which is an extension of her heart and passion;

WHEREAS, The Mary Parker Foundation provides youth and young adults, aspiring and rising entrepreneurs, and individuals the tools and support necessary to succeed in life;

WHEREAS, since its inception, The Mary Parker Foundation has provided scholarships to 91 individuals, totaling approximately \$400,000;

WHEREAS, Mary Parker believes that every day is a chance to change another generation by meeting them where they are and propelling them to where they are designed to be;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council recognizes Mary Parker for her steadfast Christian leadership, community outreach, and the phenomenal strides she has made in improving the lives of youth and young adults and do hereby proclaim Saturday, June 8, 2019 as **MARY PARKER FOUNDATION DAY** in the City of South Fulton.

Mayor William "Bill" Edwards

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Proclamation - Vurla Mae Terry

DATE: July 9, 2019

SUBJECT: Proclamation - Vurla Mae Terry

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Proclamation_Vurla Mae Terry	Cover Memo	6/28/2019



City of South Fulton

WHEREAS, Mrs. Vurla Mae Terry was born into the loving arms of Jessie Martin and Ruby Brooks Turner on Saturday, July 5, 1919 in Macon County, Georgia;

WHEREAS, Mrs. Vurla met the love of her life, Arthur Frank Terry in 1936 and, were married on November 16, 1938. This blissful union lasted 74 years, until Arthur Frank passed away on August 23, 2013 at the tender age of 95 years old. To this union was born 10 children, 19 grandchildren. 22 great-grandchildren and 14 great-great grandchildren;

WHEREAS, Mrs. Vurla was a true Proverbs 31 woman, opening her mouth with wisdom and her tongue with kindness. Her children recall the many lessons learned sitting at her feet, listening to her read the Bible and singing old hymns she had learned;

WHEREAS, she was a God-fearing woman who accepted Christ at an early age and loved being a servant. As such, she exemplified God's love through her service as an Usher and member of the Mother Board;

THEREFORE, BE IT RESOLVED, that the Mayor and Council acknowledges Mrs. Terry for her Christian example, appreciates the impact she has made in the lives of so many, joins with family and friends in celebration of her 100th Birthday and do hereby proclaim, Friday, July 5, 2019 as Mrs. VURLA MAE TERRY DAY in the City of South Fulton.

Mayor William "Bill" Edwards

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Proclamation - Jeanette Iris Bryant (Minor)

DATE: July 9, 2019

SUBJECT: Proclamation - Jeanette Iris Bryant (Minor)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Proclamation -Jeanette Iris Bryant (Minor)	Cover Memo	6/28/2019



City of South Fulton

WHEREAS, Jeanette Iris Bryant (Minor), was a native of Dayton, OH. She was the eldest child of six siblings, born to the union of Benjamin L. Minor Sr. and Annie Minor. Her siblings were Maurice J. Minor, Ruby R. Conley (Minor), Bobby E. Minor, Benjamin L. Minor, and Mary L. Nash (Minor); and

WHEREAS, Jeanette attended Garfield Elementary School, and later graduated from High School. She believed in getting an education and educating others. Jeanette attended Virginia Union University, a well-known HBCU from 1943 – 1945 during which time she lived with her uncle and aunts, Henry Clay, Victoria and Mary Ella Bowles; and

WHEREAS, after graduation she married her life-long husband, Cleveland Bryant on July 17, 1942 in Richmond, IN and moved to Middletown, OH. They had six children: Cleveland Bryant Jr., Folame Abiade (Bryant), Lezlie Binns (Bryant), Jarman Bryant, Amatulmuid Anderson (Bryant) and Latrelle Bryant; and

WHEREAS, Jeanette taught from her heart, and this was shown in the fact that most of her female daughters and granddaughters continue to be teachers. She taught in the Milwaukee Public School System for her entire career including teaching in her home and neighborhood. She continued educating those who she encountered when she became a member and Mother at her Church, New Dawn Worship Center located in Milwaukee, WI. As her students became adults, she found adults that did not have the opportunity to experience her as a teacher and thus she taught them about life's struggles and how to read as adults; and

WHEREAS, Jeanette was an active advocate for justice. Jeanette, (aka) Sweetie, was also the lead docent of the first and only "America's Black Holocaust Museum" of Milwaukee, Wisconsin. As a paid teacher, she led a strike with her students against her school to advocate for the hiring of Black cooks in the Milwaukee Public School System. Mother Bryant handcuffed herself, along with her husband, to a bulldozer to successfully prevent the building of a segregated school; and

WHEREAS, Jeanette also celebrated being in the "Blackest City in America" - South Fulton, Georgia. While rehabilitating from a C.V.A. and watching a South Fulton council meeting, she conveyed plans to get the South Fulton Police Chief to support the Councilmember from the Fifth District's request to have a police substation in the area, and not a jail. As a seasoned senior at the age of 93 years, Jeanette did not back down from what she believed in and was still ready for a fight.

WHEREAS, her tenacity and resolve for issues was transferred to her son, Jarman, who was a strong advocate for the creation of the City of South Fulton. Jarman's strong advocacy for the new City and the District 5 Councilmember was at the urging of Jeanette who loved South Fulton.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and the City Council of the City of South Fulton honors and recognizes the life achievements and contributions of Jeanette "Sweetie" Iris Bryant and do hereby posthumously proclaim **Saturday, June 15, 2019**, as **"Jeanette Iris Bryant Day"** in the City of South Fulton, Georgia.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Proclamation - Wiensbaker-Robinson Family
Renuion

DATE: July 9, 2019

SUBJECT: Proclamation - Wiensbaker-Robinson Family Renuion

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Proclamation - Family Reunion	Cover Memo	6/28/2019



City of South Fulton

WHEREAS, The Wisenbaker-Hicks-Robinson-Brown-Thomas family reunion was birthed through the branch of Mattie Mae Wisenbaker-Robinson. The inaugural family reunion was held June 25 – 27, 1993, in Tallahassee, Florida and was spearheaded by Dianne Williams-Cox;

WHEREAS, On Thursday, June 24, 1993, the day before the reunion was scheduled to begin our beloved grandmother, Mattie Mae Wisenbaker Robinson Brown made her transition to her eternal home. She was the daughter of Margaret Williams and Charlie Wisenbaker;

WHEREAS, She married Brandon Robinson and after his death, enjoyed a common law marriage with Ernest C. Brown. Madea as she was affectionately known by her grandchildren, was the eldest child of Margaret Williams and the eldest grandchild of Sealy Williams. Margaret Williams or as her grandchildren called her, “Big Mama” married Will Hicks and other children were born as a result of this union;

WHEREAS, Those children took on the surname of Hicks. Hence, the reunion named Wisenbaker-Hicks-Robinson-Brown. In 2003, it was suggested by the family reunion committee to add “Thomas” to the Reunion name because of the selfless and willing efforts by the Thomas Clan (Marie Saunders son and grandchildren) and;

WHEREAS, For the last 26 years, the family has celebrated a family reunion in various forms and this year, The Wisenbaker-Hicks-Robinson-Brown-Thomas family reunion celebrates its annual family reunion July 5-7, 2019 in South Fulton, Georgia hosted by Kristie & Feliciano Lewis. The theme of this year’s reunion is “Family is the link to our past and the bridge to our future.”;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and the City Council of the City of South Fulton hereby proclaim Tuesday, July 9, 2019 as “The Wisenbaker-Hicks-Robinson-Brown-Thomas Family Reunion Day” in the City of South Fulton, Georgia.

Councilwoman Catherine Foster Rowell, Ph.D, District 1

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of IGA with City of College Park regarding Sierra Townhomes

DATE: July 9, 2019

SUBJECT: Council Approval of IGA with City of College Park regarding Sierra Townhomes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
IGA City of College Park_Sierra Townhomes	Cover Memo	7/1/2019

**INTERGOVERNMENTAL
AGREEMENT
Between
THE CITY OF COLLEGE PARK, GEORGIA
and
THE CITY OF SOUTH FULTON, GEORGIA
FOR PROVISION OF PERMITTING AND OTHER PUBLIC SERVICES AT
SIERRA TOWNHOMES**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between the City of College Park, Georgia ("County") and the City of South Fulton, Georgia ("City") entered into effective the ___ day of _____, 2019.

WITNESSETH

WHEREAS, the City of College Park, Georgia is a municipal corporation of the State of Georgia (hereinafter "College Park"); and

WHEREAS, the City of South Fulton is a municipal corporation of the State of Georgia (hereinafter "South Fulton"); and

WHEREAS, except as otherwise provided by law, the Georgia Constitution of 1983, Article IX, Section 2, Paragraph 3, prohibits cities and counties from exercising governmental authority within each other's boundaries except pursuant to an Intergovernmental Agreement; and

WHEREAS, the City of College Park is involved in the development of various properties surrounding Hartsfield-Jackson International Airport, and the City will be providing all municipal services to those same properties; and

WHEREAS, the Sierra Townhomes apartment complex, located at 2727 Godby Road, is directly adjacent to said College Park developments, but is located within the boundaries of the City of South Fulton; and

WHEREAS, College Park and South Fulton agree that provision of most governmental services such as zoning and building permitting, as well as police and fire, would be appropriate and conveniently provided by the City of College Park; and

WHEREAS, the County and City desire to enter into this Agreement which grants the City of College Park the authority to administer, process, and issue all necessary building and zoning permits, and provide all municipal services as authorized by state law, including, but not limited to, police and fire services, and enforce all ordinances and State law related thereto.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City

agree as follows:

ARTICLE 1

PURPOSE AND INTENT

- 1.1 The City of College Park shall provide development and building permit services related to the Sierra Townhomes apartment complex, located at 2727 Godby Road, Tax Parcel ID No. 13-0062-0002-043-6 (hereinafter “the Property”), located within the geographic boundaries of the City of South Fulton, as well as all other municipal services authorized to be provided by the City of College Park outside of its jurisdiction, as these services are more defined in Article 4 of this Agreement. The City of South Fulton shall continue to collect all taxes, including ad valorem and occupation taxes, and provide all services required to be provided by the Property’s jurisdiction.
- 1.2 The City of College Park shall, prior to the issuance of any building permits or other development permits, obtain prior review and sign-off from the City of South Fulton staff of any zoning plans.
- 1.3 Outside of the services authorized for the Property under this Agreement, nothing herein shall be construed as granting the City of College Park quasi-judicial or legislative rights to act within the boundaries of the City of South Fulton.

ARTICLE 2

POWERS AND DUTIES

In furtherance of the public purposes of this Agreement, the City of College Park and the City of South Fulton hereby represent and warrant to each other the following:

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

2.2 Public Purpose. This Agreement and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State

of Georgia. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this Agreement (i) pertains to the provision of services and activities which the parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. I (a); (iii) does not authorize the creation of new debt as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I (a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent free legislation by any party in matters of government, and shall be binding and enforceable against the parties and their successors during the term hereof in accordance with its terms.

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

ARTICLE 3

TERM

3.1 The term of this Agreement is for a period commencing _____, 2019 at midnight and shall last no more than fifty (50) calendar years therefrom.

3.2 Termination.

3.2.1. Termination for Convenience. The parties may mutually agree to terminate this Agreement for convenience, with the consent and approval of the governing body of each party, by giving ninety (90) days advance written notice of termination.

ARTICLE 4

PERMITTING AND INSPECTION SERVICES

4.1 The City of College Park, its employees or any third-party under contract with the City of College Park and used by the City of College park to perform permitting and inspection services for the Property, shall at all times remain qualified and approved by the State of Georgia to perform permitting and inspection services in accordance to the applicable

building codes and other necessary codes, and shall at all times maintain proper qualifications to perform these and related services.

4.2 The City of College Park, through its employees or a third-party under contract with the City of College Park is hereby authorized to provide the following permitting, inspection, and related services for all aspects of the Property:

4.2.1 Permits and Building Inspections Components. The City of College Park is authorized and shall conduct all aspects of permitting and building inspections for the Property.

4.2.2 The Permitting component includes intake of all permit applications submitted for the Property. The City of College Park shall intake, process, issue, and handle payments for the Property as well as all other related development and Administrative Use Permits for the Property. The City of College Park shall intake, process, route and process payments for all land disturbance permits and plat review applications.

4.2.3 Under the Building Inspections component, the City of College Park shall inspect all permitted construction related to the Property for compliance with current building (structural) electrical, plumbing and mechanical (HVAC) codes as required by State and County laws, and laws of the City of College Park.

4.2.4 Plan review and Site Inspections Components. The City of College Park is authorized and shall conduct all aspects of plan review and site inspection for the Property.

4.2.5. The City of College Park shall review grading, storm water control, infrastructure placement and road layout on all applications for land disturbance permits and plat review, and inspect all permitted land disturbance activities for compliance with all applicable erosion and storm water controls and stream buffer protection.

4.3 Enforcement. The City is authorized to take enforcement action on all services provided under this Agreement for the Property, consistent with the laws, rules and regulations of the State of Georgia and the City of College Park.

4.4 Police and Fire. The City of College Park is authorized to provide all police and fire services to the Property on the same level as it provides same within the jurisdiction of the City of College Park, including enforcement of traffic laws, as well as all other City of College Park, State of Georgia and United States laws enforced by the City of College Park Police Department. The City of College Park Fire Department is authorized to provide all fire inspection and Fire Marshall services, as well as fire protection and emergency response as the City of College Park Fire Department provides throughout the City of College Park jurisdiction. The City of

South Fulton hereby authorizes the City of College Park Municipal Court to adjudicate all violations of the City of College Park Code and any misdemeanor codes for which the City of College Park Municipal Court has jurisdictional authority, and collect all fines related thereto. Said authorization includes authority for the City of College Park to bring and adjudicate any nuisance abatement actions regarding said Property in the College Park Municipal Court.

ARTICLE 5

RESPONSIBILITY FOR CLAIMS AND LIABILITY

It is hereby stipulated and agreed between the parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this IGA or stems from any matter arising out of any act or omission by the parties in connection to the performance of this IGA, that each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence actions or omissions of its own agents, officers, and employees. Either party may self-fund its obligations under this IGA. However, nothing herein shall be construed as a waiver of any party's sovereign immunity or the immunities available to the officials, officers and employees of the parties.

The City of College Park shall ensure that any contractor retained or selected to provide the services relating to the Property under this Agreement shall agree in to indemnify and hold harmless the City of South Fulton as well as the City of South Fulton's officers, officials, employees, and agents, from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage (except that no party shall be indemnified for their own sole negligence). The contractor, if requested, shall assume and defend at the contractor's own expense, any suit, action or other legal proceedings arising there from in which the City of South Fulton is named as a party, and the contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the City of South Fulton arising there from. Nothing herein shall be construed as a waiver of either the Cities' sovereign immunity or any immunities available to their respective officers, officials, employees or agents. The City of College Park shall ensure that the provisions of this Article are included in all contracts and subcontracts.

ARTICLE 6

INSURANCE

Prior to beginning work, the City of College park shall obtain, and where applicable, cause its contractors to obtain and furnish certificates to the South Fulton in which the City of South Fulton is named as an "Additional Insured," for the following minimum amounts of insurance prior to the undertaking of any of the services relating to the Property under this Agreement:

A. Workers Compensation & Employer Liability Insurance (Statutory) in compliance with the applicable Georgia Workers Compensation Act. Employer Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury or disease.

B. Professional (Errors and Omissions) insurance with limits of liability of not less than \$1,000,000 per occurrence or claim / aggregate (coverage shall insure damage, injury and loss caused by error, omission or negligent acts related to the professional services to be provided under this Agreement.

B. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.

C. Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000).

D. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by this IGA.

Insurance shall be maintained in full force and effect during the life of the Agreement.

ARTICLE 7

AMENDMENTS

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

ARTICLE 8

NOTICES

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

If to College Park: Terrence R. Moore, ICMA-CM, City Manager
3667 Main Street
College Park, Georgia 30337

404-767-1537

With a copy to: Winston Denmark
Fincher Denmark, LLC
8024 Fair Oaks Court
Jonesboro, Georgia 30236
770-478-9950 (telephone)
770-471-9948 (facsimile)

If to the City: Odie Donald, City Manager
City of South Fulton
5440 Fulton Industrial Blvd, S.W.
Suite A
Atlanta, Georgia 30336
470.809.7204 (telephone)

With a copy to: Emilia C. Walker, City Attorney
Fincher Denmark LLC
8024 Fair Oaks Court
Jonesboro, Georgia 30236
770-478-9950 (telephone)
770-471-9948 (facsimile)

ARTICLE 9

NON-ASSIGNABILITY

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

ARTICLE 10

ENTIRE AGREEMENT

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

ARTICLE 11

SEVERABILITY

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

ARTICLE 12

BINDING EFFECT

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

ARTICLE 13

COUNTERPARTS

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

ARTICLE 14

MISCELLANEOUS

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

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

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

14.4 Waiver. Failure of any party to pursue any remedy pursuant to the terms of this Agreement for any default by the other party or a party's waiver of any default or non-compliance by the other party shall not affect or impair either party's rights with respect to any subsequent default or non-compliance of the same or different nature. Furthermore, a party's delay or omission in asserting any right which the party may have hereunder will not constitute a waiver of such party's right or impair the party's right to assert such default or non-compliance by the other party.

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

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

14.7 Survival of Representations. All terms, conditions, covenants, warranties contained in any determination of this Agreement shall remain in effect until amended by the applicable governing authority.

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

IN WITNESS WHEREOF, the City of College Park and the City of South Fulton have executed this Agreement through their duly authorized officers on the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLLEGE PARK, GEORGIA

Jack P. Longino, Mayor

ATTEST

Shavala Moore, Interim City Clerk

SEAL

Approved as to Form:

Winston Denmark, City Attorney

CITY OF SOUTH FULTON, GEORGIA

William Edwards, Mayor

S. Diane White, CMC, City Clerk

SEAL

Approved as to Form:

Emilia C. Walker, City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Lease Agreement with Jones Bridge Road Associates, LLC

DATE: July 9, 2019

SUBJECT: Council Approval of Lease Agreement with Jones Bridge Road Associates, LLC

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Jones Bridge Road Assoc Lease Agreement	Cover Memo	7/1/2019

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

4
5 **A RESOLUTION ENHANCING PUBLIC SAFETY WITHIN THE CITY OF SOUTH**
6 **FULTON, AUTHORIZING THE EXECUTION OF A LEASE FOR POLICE PURPOSES**
7 **AND FOR OTHER LAWFUL PURPOSES**

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

10
11 **WHEREAS**, the duly elected governing authority of the City is the Mayor and City
12 Council (“City Council”);

13
14 **WHEREAS**, the City Council finds the establishment of suitable police facilities to
15 be of heightened importance to the City;

16
17 **WHEREAS**, the City Council desires through this Resolution to authorize the City
18 Manager to execute a lease agreement for purposes of securing an additional facility for
19 the expansion and provision of City police services; and

20
21 **WHEREAS**, this Resolution is in the best interests of the health and general
22 welfare of the City, its residents and general public.

23
24 **NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL** as
25 follows:

26
27 **Section 1.** The City Manager is hereby authorized to negotiate, finalize and execute,
28 in conjunction with the City Attorney, an agreement for the City to lease for municipal
29 purposes approximately 32,000 square feet of property located at 7490 Old National
30 Hwy., Atlanta, GA 30296, in substantial form as attached hereto as Exhibit A, at a cost
31 not to exceed the amounts set forth in Exhibit A.

32
33 *****

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

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

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

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

52 **Section 4.** The effective date of this Resolution shall be the date of adoption unless
53 provided otherwise by the City Charter or state and/or federal law.
54
55

56
57 **THIS RESOLUTION** adopted this _____ day of _____ 2019.
58

59
60 **CITY OF SOUTH FULTON, GEORGIA**
61

62
63
64 _____
65 WILLIAM "BILL" EDWARDS, MAYOR
66

67
68 ATTEST:
69

70
71 _____
72 S. DIANE WHITE, CITY CLERK
73

74 APPROVED AS TO FORM:
75

76
77 _____
78 EMILIA C. WALKER, CITY ATTORNEY
79

80
81

82 The foregoing RESOLUTION No. 2019-_____, adopted on _____
83 was offered by Councilmember _____, who moved its approval. The motion
84 was seconded by Councilmember _____, and being put to a vote, the result
85 was as follows:

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

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council 2nd Reading and Approval of Animal and Livestock Control Ordinance

DATE: July 9, 2019

SUBJECT: Council 2nd Reading and Approval of Animal and Livestock Control Ordinance

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Amend Ordinance 2019-007 Animal and Livestock Control	Cover Memo	7/1/2019

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

Ord2019-007

4
5
6 **AN ORDINANCE CREATING TITLE 17, ANIMAL CONTROL, OF THE CITY OF**
7 **SOUTH FULTON, GEORGIA, CODE OF ORDINANCES; TO ENHANCE THE**
8 **REGULATION OF THE MAINTENANCE OF ANIMALS AND LIVESTOCK AND FOR**
9 **OTHER LAWFUL PURPOSES.**

10 **(Sponsored by Councilperson Gumbs)**

11
12 **WHEREAS**, the City of South Fulton (“City”) is a municipal corporation duly
13 organized and existing under the laws of the State of Georgia;

14
15 **WHEREAS**, the duly elected governing authority of the City, is the Mayor and
16 Council thereof (“City Council”);

17 **WHEREAS**, Title 1, Section 1.12(b)(2) of the City Charter authorizes the City “to
18 regulate and license or to prohibit the keeping or running at large of animals and fowl
19 and to provide for the impoundment of same if in violation of any ordinance or lawful
20 order.”

21 **WHEREAS**, the regulation of the keeping or running at large of animals and fowl
22 helps to protect residents, visitors and animals; and

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

25 **THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS** as
26 follows:

27
28 **Section 1.** The City of South Fulton Code of Ordinances, Title 17, Animal
29 Control, is hereby established to read as follows:

30 **TITLE 17 – ANIMAL CONTROL**

31 **ARTICLE I. - GENERAL**

32 **State Law reference**— Animals generally, O.C.G.A. § 4-1-1 et seq.

Sec. 17-1001. - Definitions.

The following words and phrases within this title shall have the meanings ascribed to them in this section, except where the context clearly indicates a meaning otherwise:

Animal control shelter means the facilities operated for the confining of dogs, cats, or other animals impounded under the provisions of this title.

Cat means cat, or any domesticated feline, of either sex, whether vaccinated against rabies or not.

Commercial guard/security dog means any dog that is purchased, leased, or rented and that is trained to guard, protect, patrol, or defend any commercial property, public or private, upon and within which it is located.

Current vaccination/license tag means a vaccination/license tag bearing a number which shows the license is valid for a one-year or a three-year period. The licensing period runs concurrently with the vaccination period.

Custodian means any person which has been entrusted with the responsibility and care of a dog, cat, or other animal by its owner.

Dangerous dog means any dog that according to the records of any appropriate authority:

- (1) Inflicts a severe injury on a human without provocation on public or private property; or
- (2) Aggressively bites, attacks, or endangers the safety of humans without provocation after the dog has been classified as a potentially dangerous dog and after the owner has been notified of such classification.

Exception. A dog is not considered potentially dangerous or dangerous if it bites a human:

- (1) When being used by a law enforcement officer.
- (2) When its owner is being attacked.
- (3) Who is a willful trespasser on the property of the owner or who is committing another tort or crime.
- (4) Who has tormented or abused it or who in the past has been observed or reported to have tormented or abused it.

Dog means dog, or any domesticated canine, of either sex, whether vaccinated against rabies or not.

Domestic animal/fowl means any animal/fowl domesticated by humans so as to live and breed in a tame condition for the advantage of humans. Pen raised skunks are categorized as those skunks acceptable by the state and may be kept in the state as pets.

Exotic animal means any animal of any kind which is not indigenous to the state, but not included in the definition of a domestic animal, the term "exotic animal" means and includes any hybrid animal which is part exotic animal.

Harborer means any person which has provided sustenance and shelter to a dog, cat, or other animal for a period of more than seven days.

Livestock means horses, mules, cows, sheep, goats, hogs, and all other animals used or suitable for either food or labor.

Nuisance means whatever is dangerous or detrimental to human life or health and whatever renders or tends to render the soil, air, water, or food impure or unwholesome, or unreasonably offends or impairs the senses of smell, sight, and hearing.

Potentially dangerous dog means any dog that, without provocation, bites a human on public or private property at any time.

Records means records of any state, county, or municipal law enforcement agency; records of any county board of health; records of any federal, state, or local court; or records of an animal control officer.

Vaccinate means intermuscular injection, by a veterinarian, of a specified dose of antirabies vaccine to an animal, such vaccine having the U.S. government license number of approval stamped on the label of the vaccine container and having been approved by the state department of human resources. Vaccine used for vaccination of dogs, cats, or other animals against rabies shall be refrigerated and kept under proper conditions and shall show no signs of spoilage or otherwise be unfit for producing immunity against rabies.

Vaccination certificate means a certificate provided by the state department of human resources and issued at the time of vaccination of the dog, cat, or other animal and bearing thereon the signature of the vaccinator; the name, color, breed, age, and sex of the dog, cat, or other animal; the name and address of the owner; the date of expiration of the vaccination; and the spay or neuter status, if known.

Vaccination/license tag means a metal tag bearing a number which is issued to the animal owner after showing proof of vaccination for the animal and paying, when required, the license fee. By virtue of the intergovernmental agreement, this tag is issued on behalf of the city by the city manager, and/or an entity contracting with the

City to provide such animal control services on the City's behalf, and is provided by the state department of human resources.

Veterinarian means any person who holds a license to practice the profession of veterinary medicine in the state; the veterinary license number shall be the same as that recorded by the state board of veterinary examiners.

Vicious animal means any animal which, because of temperament, conditioning, or training, has a known propensity, tendency, or disposition to attack, bite, or injure humans or other animals without provocation; or an animal which has on one or more occasion caused physical injury to humans or other animals without provocation, whether on public or private property.

Wildlife/fowl means any animal/fowl of any kind which is indigenous to the state, but not included in the definition of a domestic animal/fowl, and the term "wildlife/fowl" means and includes any hybrid animal/fowl which is part wild animal/fowl.

Sec. 17-1002. - Penalty.

Any person violating any of the provisions of this chapter shall be punished as allowed by City Charter and other applicable laws.

Sec. 17-1003. - Vaccination, license tag required.

(a) In order to maintain a centrally located record of all vaccinated dogs, cats, or other animals kept, maintained, or harbored in the territorial boundaries of the city, the owner, custodian, or harbinger of such dog, cat, or other animal is required to apply to the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, for a vaccination/license tag.

(b) A vaccination/license tag shall be issued upon presentation of a certificate showing that the dog, cat, or other animal for which the tag is issued has been vaccinated against rabies as prescribed by this title, provided that the owner, custodian, or harbinger of any dog or cat in the city designated in this section also makes payment of a license fee to be set by the city manager. The vaccination/license tag will be available to the public throughout the year and is issued on behalf of the city by the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf. The tag shall be valid for the same period as the time specified by the vaccination.

(c) It shall be the duty of the owner, custodian, or harbinger of any dog in the areas designated in subsection (a) of this section to affix such vaccination/license tag to a collar worn by the dog at all times, except that the wearing of a vaccination/license tag is not required for show dogs where the wearing of such tag could damage the coat,

and except when dogs are boarded in kennels or veterinary clinics, or in an area zoned for agricultural purposes where the owner or custodian of the dog in question is using the dog for hunting purposes, and has on his person a valid hunting license. In the latter case, the owner, custodian, or harbinger shall have the tag or vaccination certificate in his possession where it may be shown on demand by any duly constituted authority.

(d) Should the vaccination/license tag become lost, misplaced, or stolen, it shall be the duty of the owner, custodian, or harbinger of the dog or cat to obtain a replacement tag at a cost set by the city manager.

(e) It shall be unlawful for any person to attach a vaccination/license tag to the collar of any animal for which it was not issued, or to remove a vaccination/license tag from any animal without the consent of the owner or custodian.

Sec. 17-1004. – Unlawful Housing of Domestic Animals and Livestock.

(a) It shall be unlawful for any person to keep any domestic animal or livestock, except under the following conditions:

(1) Any housing or enclosure used by any domestic animal or livestock shall be well-drained, free from accumulations of animal excrement and objectionable odors and otherwise clean and sanitary. Animal excrement shall be disposed of in a manner approved by the city manager, and/or an entity contracting with the City to provide such animal control services on the City’s behalf.

(2) A domestic animal or livestock shall be kept at the following minimum distances from any occupied building, except the dwelling unit of the owner. Exceptions include licensed veterinary hospitals, commercial kennels, grooming parlors and public or commercial horse facilities:

Animal	Distance (in feet)
Horse, mules, asses, cows, sheep or goats	100
Hogs	900
Cats, dogs (three or more)	100
Rabbits, guinea pigs, hamsters	100
Chickens, turkeys, geese, ducks, pigeons, or similar fowl	100

(3) Except in an area zoned for agriculture, each domestic animal or livestock shall be provided with the following average minimum floor or ground area in the enclosure or housing in which it is kept. Exceptions include licensed veterinary hospitals, commercial kennels, grooming parlors and public and commercial horse facilities:

Animal	Area per Animal (in square feet)
Horse, mules, asses, cows, sheep or goats	150
Hogs	150
Cats, dogs	100
Rabbits, guinea pigs, hamsters	4
Chickens, turkeys, geese, ducks, pigeons, or similar fowl	4

(4) Except in the areas zoned for agriculture, the maximum number of domestic animals or livestock that may be kept on any single premises shall not exceed the following. Exceptions include licensed veterinary hospitals, commercial kennels, grooming parlors, and public and commercial horse facilities:

Animal	Maximum Number
Horse, mules, asses, cows	5
Sheep, goats	10
Hogs	10
Dogs, cats	10
Rabbits, guinea pigs, hamsters	75
Chickens, turkeys, geese, ducks, pigeons, or similar fowl	75

Sec. 17-1005. - Abandonment.

No person shall abandon any animal on any property, public or private, or keep an animal under unsanitary conditions.

Sec. 17-1006. - Running at large.

(a) *Generally.* Within the city's territorial boundaries, the running at large of dogs, domestic animals, livestock, owned wildlife, or exotic animals is prohibited, with the exception of cats. Owners of wildlife or exotic animals must have the necessary state and federal permits on their person and comply with all state, local and federal regulations and laws when transporting their animals.

(b) *Dogs.*

(1) It shall be unlawful for the owner, custodian or harbinger of any dog to allow or permit such dog to leave the premises of the owner or other person having custody of the dog, unless such dog is securely under leash; said leash being not more than six-foot long, and under the control of a competent person. Dogs must be confined to the premises of the owner or other person having custody of the dog and shall be restrained by means of a fence or wall or other enclosure, or restrained individually by a leash or chain. Excluded are those dogs participating in or training for obedience trials, field trials, dog shows, tracking work, or law enforcement. Also, the requirements of this subsection shall not apply in any area zoned for agriculture where the owner or person having custody of the dog is at the time in question using the dog for hunting purposes, and has on his person a valid hunting license and proof of vaccination.

(2) An electronic confinement system shall be considered an acceptable enclosure when the equipment is properly maintained and in continuous working order, and the animal to be contained therein wears the appropriate electronic collar when within the system perimeters.

(3) In cases where an animal has been trained to be a guard dog, an electronic animal confinement system may not be used as either the primary or secondary enclosure.

(4) Individuals who contain an animal by means of an electronic animal confinement system and are found to be in violation of this section or have been deemed as restraining a dangerous animal shall thereafter restrain the animal by means of a fence, wall or other enclosure, or such animal shall be restrained individually by a leash or chain.

(c) *Restraint of domestic animals, livestock, owned wildlife and exotic animals.* It shall be unlawful for the owner, custodian, or harbinger of any domestic animal, livestock, wildlife, or exotic animal, to allow or permit such animal to leave the premises of the owner or other person having custody of such, unless securely under leash, in a carrying case, or restrained by some other means and under the control of a competent person, with the exception of cats.

(d) *Confinement of domestic animals, livestock, owned wildlife and exotic animals.* Domestic animals, livestock, owned wildlife, and exotic animals, shall be securely confined to the premises of the owner or other person having custody of such by means as required by this title, and/or as required by state or federal regulations, with the exception of cats.

Sec. 17-1007. - Skunks and foxes.

(a) All skunks, except pen-raised skunks, and all foxes from whatever geographic region, including Alaska and Canada, are forbidden to be purchased, sold, owned, possessed, or harbored.

(b) Pen-raised skunks, other than black and white skunks, may be purchased and kept as pets after securing a permit from the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf. No pet store shall allow the purchase of pen-raised skunks without being first presented with the permit issued by the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf.

Sec. 17-1008. - Wildlife or exotic animal.

Each owner, custodian, or harbinger of any wildlife or exotic animal must obtain all necessary state and federal permits and meet all state and federal requirements for keeping such an animal.

Sec. 17-1009. - Animals as prizes.

It shall be unlawful to offer as a prize or gift any animal in any contest, raffle, or lottery, or as an enticement for fundraising or for entry into any place of business.

Sec. 17-1010. - Impoundment of dogs, domestic animals, livestock, owned wildlife, and exotic animals.

(a) Any citizen may pick up and impound any animal running at large in the city, provided said animal is promptly surrendered to the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, to allow the person having the right of possession an opportunity to reclaim their animal.

(b) Dogs, domestic animals, livestock, owned wildlife, and exotic animals within any of the following classes may be captured and impounded:

- (1) Dogs or cats without a current rabies vaccination.
 - (2) Dogs or cats without a current city license.
 - (3) Dogs not wearing a current vaccination/license tag. This shall include dogs wearing a tag that was not issued for said dog.
 - (4) Warm-blooded animals that have bitten a human or another warm-blooded animal and warm-blooded animals which have been bitten by another warm-blooded animal suspected of having rabies.
 - (5) Warm-blooded animals suspected of having rabies.
 - (6) Unconfined, warm-blooded animals in quarantine areas.
 - (7) Animals whose safety, health, or life is in immediate danger.
 - (8) Animals whose ownership is unknown.
 - (9) Dogs, domestic animals, livestock, owned wildlife, or exotic animals roaming at large, with the exception of cats.
 - (10) Vicious animals or dangerous or potentially dangerous dogs not lawfully confined or restrained.
 - (11) Commercial guard/security dogs not lawfully confined or restrained.
 - (12) Dogs in heat not lawfully confined.
- (c) No animal shall be exempt from the provisions of this title by virtue of a vaccination, tag, or certificate.

(d) The city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, is hereby authorized to go upon any premises to seize for impounding a dog or other animal which the officer is in immediate pursuit of with the exception of any occupied building into which the dog or other animal may enter. In the latter case, if the occupant or owner of the premises gives permission to the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, to enter the premises, the officer may remove said dog or other animal.

(e) It shall be unlawful for any person to, in any manner, interfere with, hinder, resist, obstruct, or molest the city manager, and/or an entity contracting with the City to provide

such animal control services on the City's behalf, in the performance of their duties, or for any person to remove any animal from the animal control vehicle or animal control shelter without the permission of the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf.

(f) When the owner of the dog or other animal impounded under the provisions of this title, can be readily identified and located, the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, shall notify the owner of the impoundment. A reasonable attempt to contact the owner shall be satisfied by a telephone call to the owner's residence, when possible, or a postcard sent to the owner's residence through the U.S. Postal Service.

(g) A dangerous dog shall be immediately impounded by any animal control officer, or by a law enforcement officer if:

(1) The owner of the dangerous dog does not secure the liability insurance or surety bond required by this title;

(2) The dangerous dog is not validly registered as required by this title;

(3) The dangerous dog is not maintained in a proper enclosure;

(h) A potentially dangerous dog shall be immediately impounded by any animal control officer, or by a law enforcement officer if:

(1) It is not validly registered as required by this title;

(2) It is not maintained in a proper enclosure.

(3) It is outside a proper enclosure in violation of this title.

(i) Any dangerous dog or potentially dangerous dog impounded under the provisions of this section shall be returned to its owner upon the owner's compliance with the provisions of this section, and upon payment of reasonable impoundment costs. In the event the owner has not complied with the provisions of this section within 20 days of the date the dog was impounded, said dog shall be destroyed in an expeditious and humane manner.

Sec. 17-1011. - Disposition of impounded animals.

(a) Every animal impounded under the provisions of this title which is found upon arrival at the animal control shelter to be diseased or injured, and whose ownership is unknown or is relinquished in writing, shall, at the discretion of the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, be immediately destroyed if not accepted by an organization approved by the

city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, and provided such organization signs a receipt for the animal. In the event an owner cannot be contacted and the severity of the injury or disease of the animal dictates that euthanasia is a humane course of action, the animal will be destroyed and the owner, if known, notified as soon as possible.

(b) If, in the opinion of the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, the release of an impounded animal will impair the safety of the public, such animal will be held pending a court order disposition.

(c) Any animal impounded under the provisions of this title shall be held a minimum of three days from the day of impoundment or such longer period of time as deemed reasonable by the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf. Animals under observation for rabies symptoms shall remain in the animal control shelter for such period of time as the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, may deem necessary to protect the public health.

(d) Impounded animals not claimed within three days of the day of impoundment or at the end of the quarantine period may be disposed of, euthanized, in a humane manner as approved by the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf. No animal impounded under the provisions of this title shall be released to any person or organization for the purpose of live animal experimentation.

(e) Before the release of any impounded animal, the owner shall pay the following:

(1) A vaccination fee on any unvaccinated animal when a vaccination is required by this chapter.

(2) A license fee for any unlicensed dog or cat in an area covered by this chapter.

(3) An impoundment fee.

(4) A daily boarding fee.

(f) The city manager shall establish reasonable vaccination, license, impoundment, and boarding fees. In some instances the amount of impoundment and boarding fees will be on a cost-incurred basis.

(h) The city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, shall exercise every reasonable care to prevent

injury, illness, death, escape, or pilfering of any animal with which it deals, but shall not be responsible for any such occurrence.

ARTICLE 2. - RABIES CONTROL

Sec. 17-2001. - Vaccination required.

(a) The owner, custodian, or harbinger of each dog or cat over four months of age, kept, maintained, or harbored in any area of the city is required to maintain a current rabies vaccination on such dog or cat.

(b) It shall be the duty of all persons owning or having custody of any dog or cat over four months of age brought into the city from outside the city to have such dog or cat vaccinated within 14 days from the date of entry, provided that when the owner or person having custody of the dog or cat produces evidence satisfactory to the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, that such dog or cat has a current vaccination, as prescribed by this title, such dog or cat will not be required to be vaccinated again until the expiration date of the current vaccination.

(c) Only a licensed veterinarian shall be entitled in connection with his practice, on the request of any owner of a dog, cat, or other animal, to vaccinate such dog, cat, or other animal against rabies, with a vaccine as set forth in this title, provided that at the time of vaccination he furnishes two copies of the vaccination certificate to the owner, forwards one copy to the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, and maintains one copy for his files.

Sec. 17-2003. - Rabies cases to be reported.

It shall be the duty of any person knowing of a rabid animal, or of any animal showing symptoms of rabies, to immediately report such animal to the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, and give as much pertinent information as possible. Any bite by an animal shall be reported to the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf. The city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, in order to maintain an effective epidemiological surveillance and control program, shall maintain a record of its rabies related activities, including investigation and confirmation of rabies in animals in the manner and frequency stipulated by the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf.

Sec. 17-2004. - Quarantine.

- (a) In the event a dog or cat has bitten a human, such animal shall be immediately confined at the animal control shelter, veterinary hospital, or other such premises deemed acceptable by the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, for a period of ten days from the date of the bite to be observed for symptoms of rabies.
- (b) In the event a warm-blooded animal other than a dog or cat has bitten a human or other warm-blooded animal, or in the event a warm-blooded animal has been bitten by another warm-blooded animal, the recommendations contained in the rabies control manual compiled by the state department of human resources shall be followed.
- (c) All expenses incurred for boarding an animal for the quarantine period as well as other applicable fees shall be paid by the owner or custodian of the biting animal.
- (d) It shall be unlawful for any person, custodian, or harbinger to fail to surrender a dog, cat, or other animal which has bitten a human, upon the sworn statement of the person bitten. Such animal will be placed under quarantine or submitted for laboratory examination at the discretion of the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf. The provisions of this title shall apply, regardless of whether or not such animal has a current rabies vaccination and tag.
- (e) When rabies has been found to exist in any warm-blooded animal, or where its existence is suspected, the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, may designate a geographical area within which quarantine of all owned warm-blooded animals shall be maintained. Such animals shall be immediately confined to the premises designated and in a manner approved by the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, whether or not such animals have been vaccinated against rabies.
- (f) No warm-blooded animal shall be brought into or removed from a quarantined area or premises without written approval of the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf.
- (g) Quarantine ordered by the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, shall be maintained for such period as deemed necessary to protect the public health.
- (h) Quarantined areas or premises where rabid animals or animals suspected of having rabies remain at large, may be posted by the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, with signs which read as follows: "rabies suspected" or "rabies—keep away from

animals." Such signs shall be conspicuously displayed in a place designated by the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, and shall not be removed, except by the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf. Such signs shall not be defaced.

(i) The owner, custodian, or harbinger of each animal subject to a quarantine invoked by the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, under the terms of this title shall be notified of the quarantine, the particular animals subject thereto, and shall be given such other information as the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, deems necessary.

(j) Every animal showing clinical signs of rabies, as determined by the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, shall be immediately destroyed; and the heads of all animals suspected of having had rabies at the time of death shall be submitted to the epidemiology office, department of human resources, for examination by the department of human resources laboratory.

ARTICLE 3. - DOGS AND CATS

Sec. 17-3001. - Special permits.

(a) Each premises where there are four or more dogs over the age of four months kept, maintained or harbored for a period of 14 days or longer, shall be deemed to constitute a kennel. The owner or person in possession of the premises where the kennel is located shall be required to apply to the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, for a special permit and any other permits as may be required by any city law, ordinance, or regulation.

(b) A special permit will be issued upon payment of an annual fee set by the city manager and proof that the premises and dogs covered by the special permit meet the requirements set out in this title.

(c) The special permit will be valid for one year from the date of issue, provided it is not revoked during the year for violations of this title. Application to renew a special permit must be made at least 14 days prior to the expiration of the existing permit.

(d) Individual license tags will be issued for each dog located in such a kennel, and a separate tag fee over and above the annual special permit fee will not be required.

(e) All commercial kennels which are subject to a business license fee shall be exempt from the annual special permit fee.

Sec. 17-3002. - Commercial guard/security dogs.

(a) It shall be the duty of all persons who keep, use, or maintain any guard/security dog to have signs conspicuously posted on the premises where the guard/security dog is located to warn of the presence of the dog. This warning shall consist of a warning sign placed at each entrance and exit to the premises and in a position to be legible from the sidewalk or ground level adjacent to the sign, eye level. If the premises is not enclosed by a wall or fence, a sign shall be placed at every entrance and exit to each structure on the premises in which a guard/security dog is located. Each sign shall measure at least ten inches by 14 inches and shall contain block lettering stating "warning, guard dog on duty." In addition, for dogs rented or leased, the sign shall set forth the name, address, and phone number of the responsible person to be notified during any hour of the day or night.

(b) It shall be the duty of any person who keeps, uses, or maintains a guard/security dog to ensure the dog is vaccinated against rabies and licensed as required by this title. The dog also must have the current vaccination tag affixed to a collar worn by the dog at all times as required by this title.

(c) It shall be the duty of any person that sells, leases, or rents any guard/security dog to be used within the city to notify the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, of the location and number of guard/security dogs in use, kept, or maintained at a particular location. The city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf, shall maintain a record of the location, number of guard/security dogs, current rabies vaccination and licensure of all guard/security dogs utilized within the city. The person that sells, leases, or rents a guard/security dog to be used in the city shall furnish the following information to the city manager, and/or an entity contracting with the City to provide such animal control services on the City's behalf:

(1) Name, address, and telephone number of the location where a guard dog is located.

(2) Name, breed, sex, and current license tag information of each guard dog at any location in the city.

(d) It shall be unlawful to transport any guard/security dog in an open bed truck, and the vehicle transporting guard dogs shall be identified as to the business owner. It shall be unlawful to transport any guard dog in the city, except under the following conditions:

- (1) Each dog shall be placed in separate holding bins.
- (2) Each holding bin shall be enclosed and measure 48 inches long by 18 inches wide by 30 inches high.
- (3) Each holding bin will be adequately ventilated.
- (e) No guard/security dog shall be chained, tethered, or otherwise tied to any inanimate objects such as a tree, post, or building, outside of its own enclosure.
- (f) A guard/security dog shall be confined by the owner/custodian/harbinger within a building or secure enclosure out of which it cannot climb, dig, jump, or otherwise escape of its own volition.

Sec. 17-3003. - Confinement of female dogs in heat.

It shall be the duty of any owner, custodian, or harbinger of any female dog in heat within the city when she is left unattended, to confine such dog securely so as to prevent contact with another dog, except for planned breeding.

ARTICLE 4. - VICIOUS ANIMALS AND DANGEROUS DOGS

1 Sec. 17-4001. - Precautions to be taken by owners.

2 (a) It shall be the duty of every owner of any vicious animal or anyone having any
3 such animal in his possession or custody, to ensure that the vicious animal or
4 dangerous or potentially dangerous dog is kept under restraint, as prescribed in this title
5 and that reasonable care and precautions are taken to prevent the vicious animal or
6 dangerous or potentially dangerous dog from leaving, while unattended, the real
7 property limits of its owner, custodian, or harbinger, and it is securely and humanely
8 enclosed within a house, building, fence, locked pen, or other enclosure out of which it
9 cannot climb, dig, jump, or otherwise escape on its own volition. Such enclosure must
10 be securely locked at any time the animal is left unattended so that children are
11 prevented from entry and to prevent the vicious animal or dangerous or potentially
12 dangerous dog from escaping.

13 (b) For owners of a vicious animal whose animal lives out-of-doors, a portion of their
14 property shall be fenced with a perimeter or area fence. Within this perimeter fence, the
15 vicious animal or dangerous or potentially dangerous dog must be humanely confined
16 inside a locked pen or kennel of adequate size. The pen or kennel may not share
17 common fencing with the area or perimeter fence. The kennel or pen must have secure
18 sides, a secure top attached to all sides, the sides must be securely set into the ground
19 or onto a concrete pad, or securely attached to a wire bottom. The gate to the kennel

20 must be locked when the animal is unattended. This enclosure shall provide protection
21 from the elements.

22 (c) A vicious animal shall not be upon any street or public place, except when
23 securely restrained by leash not more than six feet in length and humanely muzzled
24 when appropriate, as determined by the city manager, and/or an entity contracting with
25 the City to provide such animal control services on the City's behalf, and in the charge
26 of a competent person. Leashes used for dangerous or potentially dangerous dogs shall
27 be not more than six feet in length.

28 (d) Whenever outside of its enclosure, as provided for in this section, but on the
29 owner's property, a vicious animal must be attended by the owner or custodian and
30 restrained by a secure collar, muzzled when appropriate, as determined by the city
31 manager, and/or an entity contracting with the City to provide such animal control
32 services on the City's behalf, and on a leash of sufficient strength to prevent escape
33 provided:

34 (1) A dangerous dog that is outside of a proper enclosure shall be muzzled and
35 restrained by a substantial chain or leash and shall be under the physical restraint of a
36 responsible person. The muzzle shall be made in a manner that will not cause injury to
37 the dog or interfere with its vision or respiration but will prevent it from biting any person.

38 (2) A potentially dangerous dog to that is outside a proper enclosure shall be
39 restrained by a substantial chain or leash and is under the restraint of a responsible
40 person.

41 (e) No vicious animal or dangerous or potentially dangerous dog shall be chained,
42 tethered, or otherwise tied while unattended by the owner or custodian to any inanimate
43 object such as a tree, post, or building, outside of its primary enclosure.

44 (f) A warning sign (i.e., beware of dog) shall be conspicuously posted denoting a
45 vicious animal on the premises. These signs are exempt from building permit
46 requirements.

47

48 *****

49
50 **Section 2.** It is hereby declared to be the intention of the Mayor and Council that: (a)
51 All sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were,
52 upon their enactment, believed by the City Council to be fully valid, enforceable and
53 constitutional.

54 (b) To the greatest extent allowed by law, each and every section, paragraph, sentence,
55 clause or phrase of this Ordinance is severable from every other section, paragraph,

56 sentence, clause or phrase of this Ordinance. No section, paragraph, sentence, clause
57 or phrase of this Ordinance is mutually dependent upon any other section, paragraph,
58 sentence, clause or phrase of this Ordinance.

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

66 **Section 3.** All Ordinances and parts of Ordinances in conflict herewith are hereby
67 expressly repealed.

68 **Section 4.** The city attorney and city clerk are authorized to make non-substantive
69 editing and renumbering revisions to this Ordinance for proofing, codification, and
70 supplementation purposes. The final version of all Ordinances shall be filed with the
71 clerk.

72 **Section 5.** The effective date of this Ordinance shall be on the date as set forth
73 under Sec. 3.21 of the City Charter unless provided otherwise by applicable local, state
74 and/or federal law.

75
76 **Section 6. *Instruction to City Clerk.*** Unless vetoed, the City Clerk is hereby
77 directed to forward a copy of this Ordinance to the City Solicitor, Public Defender and
78 head of the Code Enforcement Department.
79

80 THIS ORDINANCE adopted this _____ day of _____ 2019. CITY OF SOUTH
81 FULTON, GEORGIA.

82

83

84 **“SECOND READING”**

85

86

87

88

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91 _____
WILLIAM “BILL” EDWARDS, MAYOR

92

93

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95

96

97 ATTEST:

98

99

100

101 _____
S. DIANE WHITE, CITY CLERK

102

103

104

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109 APPROVED AS TO FORM:

110

111

112

113 _____
EMILIA C. WALKER, CITY ATTORNEY

114

115

116

117

118 The foregoing **ORDINANCE No. 2019-007**, adopted on _____ was
119 offered by Councilmember _____, who moved its approval. The motion was
120 seconded by Councilmember _____, and being put to a vote, the result
121 was as follows:
122

123

124 **“SECOND READING”**

125
126

	AYE	NAY
127		
128 William “Bill” Edwards, Mayor	_____	_____
129 Mark Baker, Mayor Pro Tem	_____	_____
130 Catherine Foster Rowell	_____	_____
131 Carmalitha Lizandra Gumbs	_____	_____
132 Helen Zenobia Willis	_____	_____
133 Gertrude Naeema Gilyard	_____	_____
134 Rosie Jackson	_____	_____
135 khalid kamau	_____	_____
136		

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council 2nd Reading and Approval of Hotel/Motel Tax Ordinance Amendment

DATE: July 9, 2019

SUBJECT: Council 2nd Reading and Approval of Hotel/Motel Tax Ordinance Amendment

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Hotel/Motel Tax Ordinance Amendment	Cover Memo	6/5/2019

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

4
5
6 **AN ORDINANCE AMENDING THE CITY OF SOUTH FULTON HOTEL AND**
7 **MOTEL TAXATION ORDINANCE AND FOR OTHER LAWFUL PURPOSES.**

8
9 **(Sponsored by Councilwoman Willis)**

10
11 **WHEREAS**, the City of South Fulton (“City”) is a municipal corporation duly
12 organized and existing under the laws of the State of Georgia;

13
14 **WHEREAS**, the duly elected governing authority of the City is the Mayor and
15 Council thereof (“City Council”);

16
17 **WHEREAS**, the City Council is authorized by O.C.G.A. § 36-35-3 to adopt
18 ordinances relating to its property, affairs, and local government;

19
20 **WHEREAS**, pursuant to City Charter Section 1.12, the City is authorized to levy
21 and collect such other taxes that may be allowed by law;

22
23 **WHEREAS**, pursuant to O.C.G.A. § 48-13-51, the City is authorized to levy and
24 collect excise tax upon any person or legal entity licensed by, or required to pay business
25 or occupation taxes to, the City for operating a hotel, motel, inn, lodge, tourist camp,
26 tourist cabin, campground, or any other place in which rooms, lodgings, or
27 accommodations are regularly furnished for value; and

28
29 **WHEREAS**, the City finds it to be in the public interest and for the health,
30 safety, welfare, comfort, and well-being of the City to adopt this Ordinance.

31
32 **THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS**
33 as follows:

34
35 **Section 1.** Section 2-3002, Tax imposed; exceptions, of Chapter 3, Hotel and
36 Motel Taxes, of Title 2, Taxation, of the City of South Fulton Code of Ordinances is
37 hereby amended to read as follows:

38
39 **TITLE 2. TAXATION**

40 **Chapter 3. Hotel and Motel Taxes**

41
42 **Sec 2-3002. – Tax imposed; exceptions.**
43

44 (a) Pursuant to O.C.G.A. § 48-13-51, there is imposed, assessed, and levied,
45 and there is paid an excise tax of eight (8) percent of the rent for every occupancy of a
46 guestroom in a hotel in the city.

47 (b) The tax imposed by this chapter shall not apply to charges or transactions
48 excluded or exempted from the tax by state law.

49 (c) Operators collecting the hotel-motel tax imposed by this chapter shall be
50 allowed a reimbursement, in the form of a deduction, for collecting, submitting,
51 reporting, and paying the amount due. The rate of the deduction shall be three percent
52 of the amount due, but only if the amount due is not delinquent at the time of payment.

53 *****

54
55 **Section 2.** It is hereby declared to be the intention of the Mayor and Council that:

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

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

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

71 **Section 3.** All Ordinances and parts of Ordinances in conflict herewith are hereby
72 expressly repealed.

73 **Section 4.** This Ordinance shall become effective the first day of the second month
74 following its adoption unless provided otherwise by the City Charter or state and/or
75 federal law.

76
77 **Section 5. Instruction to City Clerk.** Unless vetoed, the City Clerk is hereby
78 directed to forward a copy of this Ordinance to the City Finance Department.

79 The foregoing ORDINANCE NO. 2018-xxx, adopted on _____ was
80 offered by Councilmember _____, who moved its approval. The motion
81 was seconded by Councilmember _____, and being put to a vote, the
82 result was as follows:

83
84
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	AYE	NAY
William "Bill" Edwards, Mayor	_____	_____
Mark Baker, Mayor Pro Tem	_____	_____
Catherine Foster Rowell	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____

95
96 THIS ORDINANCE adopted this _____ day of _____ 2018. **CITY OF**
97 **SOUTH FULTON, GEORGIA**

98
99

100
101 _____
102 WILLIAM "BILL" EDWARDS, MAYOR

103
104
105 ATTEST:

106
107
108 _____
109 MARK MASSEY, CITY CLERK

110
111 APPROVED AS TO FORM:
112
113
114 _____
115 EMILIA C. WALKER, CITY ATTORNEY

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council 2nd Reading and Approval of Firefighters Mediation Ordinance

DATE: July 9, 2019

SUBJECT: Council 2nd Reading and Approval of Firefighters Mediation Ordinance

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Firefighters Mediation Ordinance	Cover Memo	6/5/2019

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

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

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

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

60 **Section 4.** The City Attorney, City Clerk and contracted City Codifier are authorized
61 to make non-substantive formatting and renumbering edits to this ordinance for
62 proofing, codification, and supplementation purposes. The final version of all
63 ordinances shall be filed with the City Clerk.

64 **Section 5.** The effective date of this Ordinance shall be on the date as set forth
65 under Sec. 3.21 of the City Charter unless provided otherwise by applicable local, state
66 and/or federal law.

67
68 THIS ORDINANCE adopted this _____ day of _____ 2019. **CITY OF**
69 **SOUTH FULTON, GEORGIA**

70
71
72 _____
73 WILLIAM "BILL" EDWARDS, MAYOR

74
75 ATTEST:

76
77 _____
78 S. DIANE WHITE, CITY CLERK

79
80 APPROVED AS TO FORM:

81
82
83 _____
84 EMILIA C. WALKER, CITY ATTORNEY

85 The foregoing ORDINANCE No. 2019-_____, adopted on _____
86 was offered by Councilmember _____, who moved its approval. The motion
87 was seconded by Councilmember _____, and being put to a vote, the
88 result was as follows:

89

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AYE

NAY

92 William "Bill" Edwards, Mayor

93 Mark Baker, Mayor Pro Tem

94 Catherine Foster Rowell

95 Carmalitha Lizandra Gumbs

96 Helen Zenobia Willis

97 Gertrude Naeema Gilyard

98 Rosie Jackson

99 khalid kamau

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council 2nd Reading to Amend Ordinance Title 1
Administration_Ethics

DATE: July 9, 2019

SUBJECT: Council 2nd Reading to Amend Ordinance Title 1
Administration_Ethics

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ethics Ordinance Amendment	Cover Memo	7/2/2019

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

4
5
6 **AN ORDINANCE TO AMEND TITLE 1, ADMINISTRATION, OF THE CITY OF SOUTH**
7 **FULTON CODE OF ORDINANCES, TO HELP ENSURE HIGH ETHICAL**
8 **STANDARDS WITHIN THE CITY AND FOR OTHER LAWFUL PURPOSES**
9

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

12
13 **WHEREAS**, the duly elected governing authority of the City, is the Mayor and
14 Council thereof (“City Council”);

15 **WHEREAS**, pursuant to City Charter Section 1.12(b)(10), the City is authorized to
16 “adopt ethics ordinances and regulations governing the conduct of municipal elected
17 officials, appointed officials, and employees, establishing procedures for
18 handling ethics complaints”;

19
20 **WHEREAS**, the City desires to amend its ethics code through this Ordinance;

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

23
24 **THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS** as
25 follows:

26
27 **Section 1.** The City of South Fulton Code of Ordinances, Title 1, Administration,
28 Chapter 5, Code of Ethics, Section 1-5006(c) is hereby revised to read as follows:

29
30 **TITLE 1. - ADMINISTRATION**

31 **CHAPTER 5. - CODE OF ETHICS**

32 **Sec. 1-50010. – Outside Proceedings.**

33
34 **Prohibited Conduct.** This Ethics Ordinance shall not be used to file complaints against
35 actions arising from court proceedings, nor shall it be used to file complaints against
36 actions arising from conduct which may be appealed by certiorari to the Superior Court.
37 Any complaint filed in violation of this section shall be promptly dismissed by the Board.

38
39 *****

40
41 **Section 2.** It is hereby declared to be the intention of the City Council that: (a) All
42 sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were,

43 upon their enactment, believed by the City Council to be fully valid, enforceable and
44 constitutional.

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

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

57 **Section 3.** All Ordinance and Resolutions in conflict herewith are hereby expressly
58 repealed.

59 **Section 4.** The City Attorney, City Clerk and contracted City Codifier are authorized
60 to make non-substantive formatting and renumbering edits to this ordinance for proofing,
61 codification, and supplementation purposes. The final version of all ordinances shall be
62 filed with the clerk.

63 **Section 5.** The effective date of this Ordinance shall be on the date as set forth under
64 Sec. 3.21 of the City Charter unless provided otherwise by applicable local, state and/or
65 federal law.

66
67

68 THIS ORDINANCE adopted this _____ day of _____ 2019.

69

70 **CITY OF SOUTH FULTON, GEORGIA**

71

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74 _____
WILLIAM "BILL" EDWARDS, MAYOR

75

76 ATTEST:

77

78

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80 _____
S. DIANE WHITE, CITY CLERK

81

82 APPROVED AS TO FORM:

83

84

85 _____
EMILIA C. WALKER, CITY ATTORNEY

86 The foregoing Ordinance No. 2019-_____ was moved for approval by Councilmember
87 _____. The motion _____ was seconded by Councilmember
88 _____, and being put to a vote, the result was as follows:
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AYE NAY

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

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Approval of IGA with Fulton County Board of Registration and Elections

DATE: July 9, 2019

SUBJECT: Approval of IGA with Fulton County Board of Registration and Elections

REFERENCE:

CONCLUSION:

Under the GA Election Code Section 21-2-45 (c) it provides for a municipality to contract with the County to conduct its elections. Fulton County Board of Registration and Election has provided the attached contract to conduct the 2019 Municipal Elections, with a projected cost for the General Election on November 5, 2019 in the amount of \$360,863 and if there is a Run-Off Election on December 3, 2019 in the amount of \$166,430 for a total projected cost of \$57,293.00.

We are one of nine municipalities that will contract with Fulton County to perform Elections and because City of Atlanta will not be holding an election the cost has increased for each municipality.

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
IGA with Fulton County Elections	Cover Memo	7/2/2019

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF SOUTH FULTON, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2019, between Fulton County, Georgia (“County”), a political subdivision of the State of Georgia, and the City of South Fulton, Georgia (“City”), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

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

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections (“BRE”) has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

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

**ARTICLE 1
CONDUCT OF ELECTIONS**

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

**ARTICLE 2
TERM OF AGREEMENT**

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2019, unless otherwise terminated as set forth herein.

**ARTICLE 3
DUTIES AND RESPONSIBILITIES**

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 5, 2019:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

- f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 5, 2019 City election;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting the November 5, 2019 City election at City polling places on City election days and for conducting recounts as may be required;
- i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

- a) Recommending early voting sites and hours of operation to the County.
- b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

- h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;
- i) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General election, pursuant to this Agreement and to action of the Board of Commissioners on August 3, 2016, the City will not be charged for the cost of said election.

4.2 For City elections that are to be conducted contemporaneously with a countywide Special election, the City will share in the costs of conducting the election, plus a 10% administrative fee of the actual election costs based on the municipality's pro-rata share of the number of electors in the municipality versus the total number of electors in the County. The City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

- i) An estimate of the City's pro-rata share of the election costs based on the number of electors will be provided to the City and 75% of that amount is due to the County ninety (90) days prior to Election Day.

- ii) Following the election, the actual costs of the election will be determined, as well as the City's pro-rata share of the actual costs.

- iii) If based on the estimated election, costs a refund is due to the City, said refund will issue within ninety (90) days after the election.

- iv) If based on the estimated election costs the City owes the County an additional amount for the election, the County will issue an invoice for that amount which is due and payable within thirty (30) days of receipt.

4.3 For City elections that are not conducted contemporaneously with any countywide election, the City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

- i) The City will pay the County the sum determined in Exhibit B for the election to be maintained in a separate election account. Said amount is due ninety (90) days prior to Election Day.

ii) Following the election, the actual costs of the election will be determined.

iii) If based on the payment made in compliance with Exhibit B a refund is due to the City said refund will issue within ninety (90) days after the election.

4.4 Failure to timely remit the funds owed will result in a 10% per month penalty.

ARTICLE 5 LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

5.7 In the event that a city law, ordinance, or code pertaining to the administration of the election directly contradicts or makes more/less strict a portion of the State of Georgia's Election Code (O.C.G.A. § 21), then the County shall only be responsible for enforcing the requirements set forth in O.C.G.A. § 21.

ARTICLE 6 EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7 RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9 AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 2019 General Election, including but not limited to the Notice of the Call of the General Election and the Notice of the General Election.

**ARTICLE 10
TERMINATION AND REMEDIES**

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

**ARTICLE 11
NOTICES**

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Fulton County Board of Registration and Elections
 Attn: Director
 130 Peachtree St SW, Suite 2186
 Atlanta, Georgia 30303
 Facsimile: 404.730.7024

With a copy to: Fulton County Office of the County Attorney
 Attn: County Attorney
 141 Pryor Street SW, Suite 4038
 Atlanta, Georgia 30303
 Facsimile: 404.730.6540

If to the City: City Clerk

With a copy to: City Attorney

**ARTICLE 12
NON-ASSIGNABILITY**

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

**ARTICLE 13
ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 14
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 15
BINDING EFFECT**

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

**ARTICLE 16
COUNTERPARTS**

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

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

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

APPROVED AS TO FORM:

Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

Richard Barron
Director, Fulton County Department of
Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF SOUTH FULTON, GEORGIA

_____ (SEAL)

Mayor

City Clerk (SEAL)

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

City Attorney

City Clerk

EXHIBIT A

As per the Agreement executed on _____, the City of South Fulton, hereby requests that Fulton County conduct its Election on November 5, 2019, and Runoff Election on December 3, 2019, within the boundary of Fulton County.

The last day to register to vote in this election is October 7, 2019.

The list of early voting locations will be forthcoming.

This _____ day of _____, 2019.

City Clerk (SEAL)

The Fulton County Board of Registrations and Elections agrees to conduct the City of South Fulton Election on November 5, 2019, and Runoff Election on December 3, 2019, within the boundary of Fulton County.

This _____ day of _____, 2019.

Elections Superintendent
Fulton County Board of Registrations and
Elections (SEAL)

EXHIBIT B



Exhibit B Invoice

Fulton County Department of Registration and Elections
 130 Peachtree Street, SW
 Suite 2186
 Atlanta, Georgia 30303
 Phone: (404) 612-7020
 Fax: (404) 730-7024

Date: 7/1/2019
 INVOICE # SF112019

TO City of South Fulton
 City Clerk's Office
 5440 Fulton Industrial Blvd
 South Fulton, GA 30336
 470-809-7712
 Attn: Ms. S. Diane White

Item	Description	Total
1	Advance to Conduct General Municipal Election November 5, 2019	\$328,057.00
2	10% Administrative Fee -	\$ 32,806.00
	Subtotal	\$360,863.00
3	Advance to Conduct General Municipal Runoff Election December 3, 2019	\$151,300.00
4	10% Administrative Fee -	\$ 15,130.00
	Subtotal	\$166,430.00
	TOTAL DUE	\$527,293.00

Make Check Payable to: "FULTON COUNTY DIRECTOR OF FINANCE"

**PRORATION OF ELECTION FEES ESTIMATE
CITY OF SOUTH FULTON
EXHIBIT B**

ELECTION	November 5, 2019 Municipal Election	December 3, 2019 Runoff
DISTRICT	All of South Fulton	South Fulton City Council Districts 1, 3, 5, & 7
NUMBER OF ACTIVE REG VOTERS (June 2019)	74337	40916
DISTRIB%	23.2%	18.9%
OVERTIME - 1001	\$ 22,087	\$ 7,551
TEMP SAL - 1160	\$ 117,887	\$ 53,941
Early Voting - 1160	\$ 93,943	\$ 27,730
SS-SALARIES - 1010	\$ 1,369	\$ 468
SS - MEDICARE - 1011	\$ 321	\$ 109
UNEMP INS - 1060	\$ 44	\$ 15
RENTAL EQUIP - 1120	\$ 4,979	\$ 3,443
RENTAL BLDGS - 1121	\$ 1,150	\$ 1,150
POLL WORKERS PERS - 1159	\$ 47,634	\$ 40,050
STIPEND - 1169	\$ 302	\$ 245
HOSP - 1307	\$ 849	\$ 689
ADV- 1342	\$ 3,487	\$ 1,888
MILEAGE - 1346	\$ 116	\$ 94
VEH SUPPLIES - 1452	\$ 814	\$ 472
POSTAGE - 1456	\$ 3,488	\$ 1,888
PRINTING - 1459	\$ 8,137	\$ 3,775
PHOTO COPIES - 1461	\$ 1,279	\$ 189
OFFICE SUPPLIES/BALLOTS - 1462	\$ 12,322	\$ 3,672
STOCK PAPER - 1475	\$ 930	\$ 472
INS (HEALTH) - 1501	\$ 2,385	\$ 815
INS (LIFE) - 1505	\$ 133	\$ 45
INS (DENTAL) - 1510	\$ 265	\$ 91
INS (VISION) - 1512	\$ 44	\$ 15
RETIRE MATCH - 1522	\$ 663	\$ 227
SECURITY 1174	\$ 2,325	\$ 1,888
DC-CNTR-EPLR - 1527	\$ 883	\$ 302
DC-CNTR-2% - 1529	\$ 221	\$ 76
SUBTOTAL	\$ 328,057	\$ 151,300
10% ADMIN FEE	\$ 32,806	\$ 15,130
TOTAL	\$ 360,863	\$ 166,430
GRAND TOTAL FOR BOTH ELECTIONS	\$	527,293

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Resolution Consenting Expansion
FICID

DATE: July 9, 2019

SUBJECT: Council Approval of Resolution Consenting Expansion
FICID

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
FICID Expansion	Cover Memo	7/1/2019

1
2 **STATE OF GEORGIA**
3 **COUNTY OF FULTON**
4 **CITY OF SOUTH FULTON**
5
6

7 **A RESOLUTION OF CITY OF SOUTH FULTON, GEORGIA, CONSENTING TO**
8 **EXPANSION OF FULTON INDUSTRIAL COMMUNITY IMPROVEMENT DISTRICT AND**
9 **FOR OTHER LAWFUL PURPOSES**
10

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

13
14 **WHEREAS**, the duly elected governing authority of the City is the Mayor and Council
15 thereof (“City Council”);

16
17 **WHEREAS**, by Act of the Legislature, 1987 Ga. L. 5460, as amended, the Georgia
18 Legislature enacted the Fulton County Community Improvement Districts Act;

19
20 **WHEREAS**, pursuant to said Act, the Fulton Industrial Community Improvement District
21 (hereinafter “CID”) was created by Resolution of the Fulton County Commission;

22
23 **WHEREAS**, a majority of the owners of real property within a proposed expansion area,
24 as attached hereto, which will be subject to taxes, fees, and assessments levied by the District
25 Board, have consented in writing to their inclusion into the CID;

26
27 **WHEREAS**, the owners of real property within the proposed expansion area of the CID
28 which constitutes at least 75% by value of all real property within said expansion area which
29 will be subject to taxes, fees and assessments levied by the District Board, according to the
30 most recent approved Fulton County ad valorem tax digest, have consented in writing to their
31 inclusion into the CID;

32
33 **WHEREAS**, the City of South Fulton has determined that the expansion of the CID
34 would promote the provision of governmental services and facilities within said District; and

35
36 **WHEREAS**, the City of South Fulton has determined that the expansion of the CID
37 would be in the best interest of the citizens of the City.

38
39 **NOW, THEREFORE, BE IT RESOLVED**, that the City of South Fulton consents to the
40 expansion of the boundaries of the Fulton Industrial Community Improvement District as
41 attached hereto.

42
43 *****

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

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

51 Resolution is mutually dependent upon any other section, paragraph, sentence, clause or
52 phrase of this Resolution.

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

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

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

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68 THIS RESOLUTION adopted this _____ day of _____ 2019.

69

70 **CITY OF SOUTH FULTON, GEORGIA.**

71

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WILLIAM "BILL" EDWARDS, MAYOR

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77

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ATTEST:

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S. DIANE WHITE, CITY CLERK

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APPROVED AS TO FORM:

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EMILIA C. WALKER, CITY ATTORNEY

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The foregoing RESOLUTION No. 2019-_____, adopted on _____ was
98 offered by Councilmember _____, who moved its approval. The motion was

99 seconded by Councilmember _____, and being put to a vote, the result was as
100 follows:

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AYE

NAY

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



**STATE OF GEORGIA
COUNTY OF FULTON**

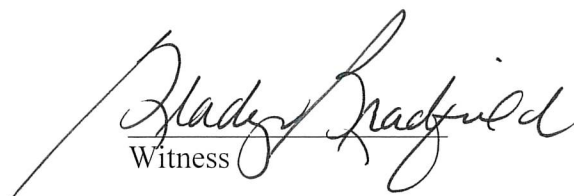
CERTIFICATE OF COMPLIANCE

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

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

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

This the 7th day of June, 2019.

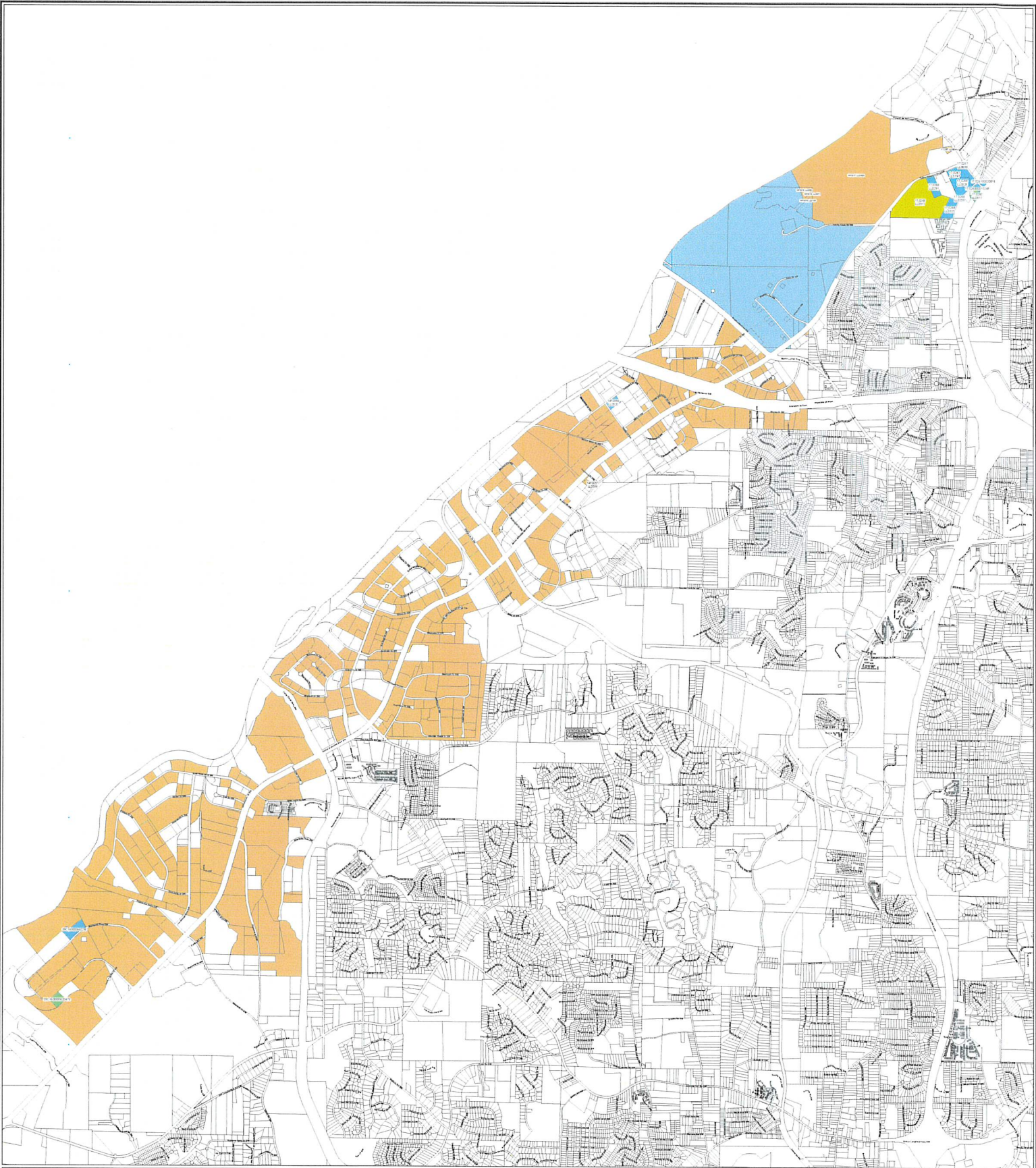

Witness


ARTHUR E. FERDINAND, Tax Commissioner
Fulton County, Georgia

Sworn to and subscribed before
me this 7 day of JUNE, 2019.

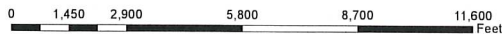

Notary Public





Fulton Industrial CID Proposed Expansion 4-2-2019

June 2019



- Legend**
- Expansion Parcels - 04/02/2019
 - Exempt Parcels
 - Swept in Parcels
 - Tax Parcels
 - Fulton Industrial CID
 - Charlie Brown Airport Exempt Parcels
 - Proposed Expansion Parcels - 10/09/2018



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

Last Edited: 6/6/2019
I:\Work\Spec\Fair\GIS\Bar White\CID\Fulton Industrial CID\Fy_18_CID_Exp_04022019.mxd

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Agreement for South Fulton Revenue Enhancement

DATE: July 9, 2019

SUBJECT: Council Approval of Agreement for South Fulton Revenue Enhancement

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
South Fulton Revenue Enhancement Agreement	Cover Memo	7/2/2019



PARTNERS

STEVEN M. FINCHER
WINSTON A. DENMARK
EMILIA C. WALKER
SENIOR COUNSEL
SERENA L. NOWELL

ASSOCIATES

EUGENE P. SMITH
LEONID M FELGIN
JOHN T. O'NEAL
DANIELLE M. MATRICARDI
CHRISTA L. FREEMAN

WRITER'S LINE
770.478.9950
vburton@fincherdenmark.com

December 20, 2018

The Honorable William "Bill" Edwards, Mayor
Councilwoman Catherine Foster-Rowell, District 1
Councilwoman Carmalitha Gumbs, District 2
Councilwoman Helen Willis, District 3
Councilwoman Naeema Gilyard, District 4
Councilwoman Rosie Jackson, District 5
Councilman khalid kaman, District 6
Councilman Mark Baker, District 7
City of South Fulton, Georgia
5440 Fulton Industrial Blvd.
Atlanta, Georgia 30336

Re: Proposal to Provide Special Services

Dear Mayor Edwards and Members of the City of South Fulton City Council:

In connection with recent conversations with several members of City Council, I discussed the Revenue Enhancement and Expenditure Reduction Services offered by our Firm. I suggested that I would prepare proposal information for review and consideration by the Mayor and governing authority and the following is presented related to that suggestion. I have also attached a proposed contract related to the special services.

Our Firm, Fincher Denmark LLC, has developed a particular expertise in assisting municipal clients with identification of revenue enhancement opportunities and expenditure reduction options. We have found, through providing general legal and litigation services to our municipal clients that newer cities entering into long-term intergovernmental and/or other

contractual agreements which may impact the municipal revenue streams, operating and capital expenditures is a wide-spread practice. We have also found that the resources required to properly inventory, update, control, and verify compliance with terms of such agreements are often not identified as an essential activity within the governmental staffing plan.

The failure to dedicate the proper resources to the activities that are listed above has often resulted in taxpayers paying too much for municipal services and our clients realizing less revenue and payments for facilities and equipment than the terms of intergovernmental or other agreements actually provide. Intergovernmental agreements, as you know, can be for periods up to fifty (50) years. The development and blending of personnel to process, account for and manage critical tasks requires that consideration be given to the revenue, operating and capital expenditure model that may produce the best outcomes. Our experience providing special services to municipal clients sets us apart and allows us to close the gap that exists between limited internal resources and the need for greater resources.

We have saved our clients millions of dollars through our external review of these types of documents. And, just as important, we then establish an inventory of the agreements to facilitate on-going compliance with terms of the agreements as well as for use as a training reference.

The external forensic reviews for our clients have resulted in the reduction in intergovernmental sewer service and capital charges, an increase in invoicing and collection of occupation, liquor-by-the-drink taxes and other municipal revenues, expansion of assessment of taxable real and personal property, and reductions in debt service payment requirements. In addition, this approach to serving our clients has resulted in our identifying debt refunding opportunities, Federal and State grants, hotel/motel tax rate increase options, increases in franchise fees and use of right of way fees, additional 911 revenues, and savings related to insurance and pension program costs.

The forensic engagements that we have conducted and are conducting for our clients have resulted in some significant revenue and expense reduction impacts. All of the engagements are part of the public record and we have listed certain details related to such engagements to provide you with some perspective regarding our efforts and successes:

Client	Scope of Services	Results*
City of Lake City, GA	Review of proceeds from abandoned vehicle sales by towing operations	\$100,000+
City of College Park, GA	Review of sewer surcharges and water rates related to a major contract	\$600,000+
City of College Park, GA	Review of real property assessments for taxable airport parcels located in the City; occupation tax payments by vendors located in recently annexed areas	\$450,000+
City of Hapeville, GA	Review of personal property digests and assessments for utilities, real property	\$1,900,000+
City of Chamblee, GA	Ongoing review related to property assessments and occupation taxes related to Peachtree DeKalb Airport operations	\$ TBD

*The amounts indicated as **Results** reflect the impact related to the initial discovery and does not reflect the recurring financial impact related to the discovery.

Matters that may be included in the scope of services for the City of South Fulton include the following:

- Review of Property Assessments and Exemptions
 - Personal Property
 - Real Property
- Cell Tower and Antenna Inventory and Assessment Review
- Utility Digest Calculation Review
- Franchise Agreement Review
- Use of ROW Review and Analysis

- Federal and State Grant Opportunity Review
- Abandoned Vehicles Recovery Opportunity
- Review of Billboard and Other Income Property Assessments
- Pension and Insurance Cost Reduction Analysis
- Review of 911 Charges and Expenditures
- Review of Interpleaded and Foreclosure Recoveries
- Review of Opportunity to Assess Public Property Used for Proprietary Purposes
- Review of Contracted Services Cost
- Review of the Determination of Capital Cost and Values Related to the IGA with Fulton County
- Review of TAVT and LOST Allocation and Distribution Calculations

For many of these items, if not all, success will mean a stream of revenues/savings well into the future. Thus, while the revenues/savings for any given year may be small, the cumulative amount over the time horizon could be quite significant. For that reason, we believe it is appropriate to use the “at risk” fee model to recognize this dynamic.

For example, if we discover municipal revenue that should have been collected by the City in prior years and that amount has accumulated to \$50,000 by the time of our discovery, with an estimated annual impact of \$10,000 per year going forward, our proposed “at risk” fee arrangement would yield us \$16,666 (33 1/3% of \$50,000) plus \$2,500 (25% of \$10,000) over the following seven years. Thereafter the City would realize the full amount of the discovery.

The total fees in the example above would be \$34,166 and the City would have realized \$85,834 through year seven. That calculates to a fee percentage of 28% for a 7 year horizon, 23% for a 10 year horizon of realization and 14% for a 20 year horizon of realization.

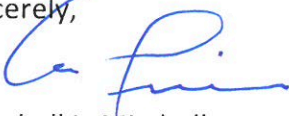
We have/are successfully executed projects using this type of fee arrangement with the City of Hapeville, City of Chamblee, and the City of College Park. We are also in discussions with other cities regarding these special services including the City of Jonesboro and the City of Forest Park. We have experience quantifying the results of our forensic efforts so that it is clear what the recoveries of prior years’ revenues and expenses are and what the recurring impact of

our effort will be. In some cases, our work will yield results that will structurally change the revenue and expense model for the City and, therefore, yield benefits for as long as the basic underlying activities occur in the City.

Accordingly, we propose an “at risk” percentage fee as described on the proposed contract documents to be applied based on prior year impacts, enhanced revenues, contract savings and operational cost reductions, together with a period of time such fees would be payable for “recurring” revenues, savings and cost reductions. Fees would only be payable when enhanced revenues, savings and cost reductions are realized. Litigation costs, if any, required to pursue and collect any amounts would not be included in this fee.

We would certainly appreciate the opportunity to assist the City of South Fulton with this matter and look forward to hearing from you. We are available to start this project on a full scale basis as soon as we receive authorization to execute the same and a Task Order is approved.

Sincerely,



Marshall L. Mitchell
Forensic Accountant and Project Manager

CITY OF SOUTH FULTON, GEORGIA AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the City of South Fulton, Georgia, a municipal corporation (hereinafter “the City”) and Fincher Denmark LLC (hereinafter “Consultant”). Both entities are on occasion referred to as “the Parties.”

WHEREAS, Consultant is in the business, among other things, of providing financial consulting services to governmental entities in the State of Georgia, including municipalities in said State, for the purpose of assisting such entities in capturing and collecting tax revenues, occupational license fees, service fees and charges, intergovernmental assessments, and other fees, expenses, charges, and entitlements, and Consultant is furthermore in the business of advising and assisting such entities in identifying and implementing cost and operational savings and efficiencies (the services of Consultant are hereinafter referred to as “Services”); and,

WHEREAS, the City desires and intends to retain and employ Consultant for the purpose of providing these Services to the City in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are herein acknowledged, the Parties do agree as follows:

1.

Services

Upon approval of the City Manager as set forth below, Consultant shall provide to the City all Services as set forth in the attached Schedule “A” and such other similar Services as may be subsequently agreed. The Services include, but are not limited to, those reviews, analyses, studies and examinations as identified in said Exhibit’s “OPPORTUNITY AREA” and the objective of the Services is as specified in the Exhibit’s “OBJECTIVES/SCOPE.” In performing the required Services, the Consultant shall, upon request, make detailed presentations to the City Manager and its governing authorities regarding the Services, including the conclusions and findings of the Consultant, and the Consultant shall provide such written reviews, analyses, briefings, and other reports as the City Manager of the City may reasonably require. In the event Consultant identifies an opportunity to enhance the City’s revenue, or effectuate a cost savings for the City, Consultant shall present to the City Manager for approval or rejection a proposed Task Order in such form as the City Manager may require. The Task Order shall (at a minimum) identify with specificity the proposed opportunity; the revenue (if any) currently generated from, or the cost incurred as a consequence of, the activity or property in question; the nature and extent of the anticipated revenue enhancement or costs savings; and, the proposed schedule for generating the enhanced revenue or reduction in costs. A condition precedent for any obligations

of payment to Consultant for Services shall be the prior written approval by the City Manager of the applicable Task Order.

2.

Compensation and Term

As full and complete compensation for all Services performed by Consultant, Consultant shall be paid by the City contingent fees in accordance with the terms and conditions of Schedule "A." The basis for the fees charged is as set forth in the Schedule's "BASIS FOR FEE CHARGE" and the applicable percentages charged are as set forth in the Exhibit's "FEE PERCENTAGES." It is expressly agreed that the fees payable to Consultant are strictly contingent upon payment to the City, and receipt by the City, of the enhanced revenues and/or cost savings quantified and realized as identified in the applicable approved Task Order. The term of this Agreement is one (1) year commencing upon the date of execution of this Agreement by both Parties. This Agreement will automatically renew for a one year term on January 1 of each successive year thru January 1 2025, provided that the City may, before 60 days prior to any renewal date, send notice that it will not renew. At the end of the Term(s) of the Agreement if enhanced revenues and/or cost savings identified by the Consultant prior to the end of the Term have not then yet been received or realized by the City, the fees earned by the Consultant will be paid once the enhanced revenues and/or cost savings identified by the Consultant have been realized. For the purpose of calculating fees due Consultant, it is expressly agreed and understood that Consultant will be paid the applicable FEE PERCENTAGES as set forth above based on the enhanced revenues collected and/or cost savings realized for a period of seven (7) years commencing from the period that the revenue enhancement or cost savings first became effective. In no event, unless otherwise agreed by the parties on a written task order shall fees be paid to the Consultant beyond Seven (7) years from the date of this Agreement. Unless otherwise agreed by the parties on a written task order to the extent Consultant incurs or pays any cost or expense of any kind or nature relating to, or arising out of, the performance of any of its obligations under this Agreement, including the cost and expense of any experts, attorneys, accountants or other professionals retained by Consultant, all such cost and expense shall be paid by Consultant and shall not be an obligation of, nor reimbursed by, the City. Consultant will not provide any services that would be litigation services as part of any approved Task Order, and litigation costs, if any, required to pursue and collect any revenues or realize any cost savings would be first approved by the City and would not be included in the Consultant fee. Any such litigation costs would not, however, reduce the amount of enhanced revenue or cost savings from which the Consultant's fee is calculated.

3.

Independent Contractor

For all purposes of this Agreement, the Consultant, and its employees, officers, and agents shall be deemed and considered independent contractors and none are employees, officers, or agents of the City.

4.

Indemnification

Consultant shall indemnify and hold the City harmless from any and all claims, losses, costs, expenses, and liabilities of every kind and nature, including attorneys' fees and costs of litigation or arbitration, arising out of, or relating to, any breach of this Agreement by Consultant or arising out of or relating to any negligent or other wrongful act or omission of Consultant. The rights of the City to indemnification as set forth herein shall be in addition to all other rights and remedies of the City as provided by contract, law or equity.

5.

Other Engagements

The City acknowledges and agrees that Consultant has the unconditional right to provide services to other governmental entities, companies, agencies, or individuals and such engagements are not limited in any way by this Agreement; provided, however, Consultant agrees that such engagements will not conflict with the obligations of Consultant to the City as set forth herein. To the extent, if any, Consultant has acquired confidential or proprietary information from other clients of Consultant, Consultant shall not utilize any such information in the performance of its duties under this Agreement. Consultant represents and warrants that it has not entered into any confidentiality or non-compete agreements that would prevent, restrict, or impair Consultant from fully and faithfully performing the terms of this Agreement.

6.

Confidential and Proprietary Information

The City and Consultant each acknowledge that it may be given access to the other's confidential and proprietary information and trade secrets. The Parties respectively agree that they will not disclose the other's trade secrets or proprietary information to any third party except with express written permission or as required by applicable law. If such disclosure is necessary in order for the Consultant to perform the Services required herein, the City will not unreasonably withhold its consent to disclosure. All information claimed to be confidential or proprietary, or claimed to constitute a trade secret, shall be identified in writing by the party making such claim at or before the time such information is disclosed to the other party.

7.

Notices

All notices provided for or required by this Agreement shall be in writing and shall be delivered personally to the designated party, or mailed by certified or registered mail, return receipt requested, or delivered by a recognized national courier service, as follows:

If to the Consultant: Fincher Denmark LLC, 8024 Fair Oaks Court, Jonesboro, Georgia 30236; Telephone (770) 478-9950; Facsimile (770) 471-9948. Attn: Steven M. Fincher

If to the City: City of South Fulton, 5440 Fulton Industrial Blvd. SW, Atlanta, Georgia 30336: Attention City Manager: Telephone (470) 809-7700.

The addresses set forth above may be changed by either party provided such change of address is delivered as required herein. Notices delivered shall be deemed received at the time of personal delivery (if personally delivered); or within three (3) days after depositing such notice in the mail (if mailed as set forth hereinabove); or one (1) business day after delivery of the notice to the courier (if by overnight courier service).

8.

Termination

In the event of a material breach of this Agreement, the Agreement may be terminated for cause by the non-breaching party upon three (3) days prior written notice. The right to terminate for cause shall be in addition to all other rights and remedies of the party terminating the Agreement including all rights and remedies provided by herein, by law, or by equity. Either party may terminate the Agreement for convenience upon thirty (30) days prior written notice. In the event of termination for convenience, Consultant shall be paid, as its sole and exclusive remedy, such compensation earned and payable based on the calculations pursuant to Section 2 **Compensation and Term** as of the date of termination.

9.

Dispute Resolution

Any claim, controversy, or dispute between the Parties arising out of, or relating to, this Agreement shall, upon the request of either party, be submitted to a panel consisting of one (1) representative of each party who shall have authority to enter into an agreement to resolve the claim, controversy or dispute; provided, however, Consultant recognizes and agrees that any such resolution may be subject to final approval by the governing authority of the City. If the representatives of the Parties are unable to reach agreement, or if an agreement is not approved by the governing authority of the City, either party may require that the matter be submitted to non-binding mediation with a mutually selected mediator. If the Parties are unable to agree on

the selection of a mediator, the mediation shall be conducted by the American Arbitration Association and the mediator selected or appointed in accordance with its rules and procedures. The cost and expense of any mediation shall be borne equally by the Parties. Nothing contained herein shall preclude the institution of legal proceedings as either party may deem necessary to protect its legal or equitable interest.

10.

Miscellaneous Provisions

- (a) This Agreement, including the attached Schedule “A” which is incorporated herein by reference, contains the entire agreement and understanding of the Parties concerning the subject matter hereof. No waiver, termination or discharge of this Agreement, or of any of the terms or provisions of same, shall be binding upon either party unless confirmed in writing. This Agreement may not be modified or amended except by a writing executed by both Parties. No waiver by either Party of any term or provision of the Agreement, or of any default hereunder, shall affect such Party’s rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of default;
- (b) This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. If any provisions of the Agreement shall be declared invalid or unenforceable, the remaining provisions shall be in full force and effect provided the essential intent and objectives of the Agreement can be otherwise fulfilled;
- (c) The Consultant may assign this Agreement without the prior written consent of the City. Upon prior written notice to Consultant, the City may assign the Agreement without Consultant’s consent;
- (d) This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and permitted assigns;
- (e) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed, or caused their duly authorized representatives to execute, this Agreement, executed under seal, as of the month of _____ and the ___ day and year first above written.

Fincher Denmark LLC

BY: _____ (SEAL)

TITLE: _____

The City of South Fulton, Georgia

BY: _____ (SEAL)

TITLE _____

ATTEST: _____

APPROVED AS TO FORM

BY: _____

City Manager

CITY OF SOUTH FULTON, GEORGIA
SCHEDULE A

OPPORTUNITY AREA	OBJECTIVES/SCOPE	REVENUE IMPACT	BASIS FOR FEE CHARGE	FEE PERCENTAGES	FEE TERM	BENEFICIAL
					LIMIT FOR FDM	IMPACT HORIZON FOR THE CITY
Review of Property Assessments						
Personal Property/Digest Value Comparisons	Review of assessments and jurisdictional integrity	Recurring potential revenue	Increase in assessed values resulting from contract scope efforts	One third (33 1/3%) of amounts collected related to years preceding the Agreement or current year;	Seven (7) years	FOR AS LONG AS
Real Property/Digest Value Comparisons						ADJUSTED FMV
Parking Lots Assessment Review						REMAINS IN DIGEST
Cell Towers Inventory and Assessment Review						AND IMPACTS GO
Utility Digest Calculation Review						FORWARD
Personal Property Compared to Occupation Tax Registration File						
Billboard Assessments						
Review of Use of Right of Way						
Telecommunication Companies	Review of payments for use of right of way by all users obligated to do so	Recurring potential revenue	Increase in revenues based on discoveries	One third (33 1/3%) of amounts collected related to years preceding the Agreement or current year;	Seven (7) years	FOR AS LONG AS
Franchise Agreement Reviews						CONTRACTS WITH
Proprietary Public Water and Sewer Infrastructure						USERS ARE IN FORCE
Pipeline Companies						
Municipal Revenues						
LOST Distribution	Review of compliance with sharing agreements and equitable payment terms	Recurring potential revenue	Increase in revenues based on discoveries	One third (33 1/3%) of amounts collected related to years preceding the Agreement or current year;	Seven (7) years	FOR AS LONG AS
TAVT Distribution						CONTRACTS ARE IN
Timing of Franchise Payments (Quarterly v. Yearly)						FORCE
Government and Enterprise Operations						
Property Tax Billing and Collection	Review of options to operate enterprise and other operations in-house	Expansion of local revenues and cost savings	Increase in revenues based on enterprise functions and cost savings	One third (33 1/3%) of amounts collected related to years preceding the Agreement or current year;	Seven (7) years	FOR AS LONG AS
Water and Sewer Retail Operations						MUNICIPAL GOVERNMENT
Intergovernmental Agreement Cost Analysis						OPERATES

CITY OF SOUTH FULTON, GEORGIA REVENUE ENHANCEMENT AND COST SAVINGS PROJECT

CONSULTANT TASK ORDER AND AUTHORIZATION PURSUANT TO SECTION 1. SERVICES

AGREEMENT DATED

TASK ORDER NUMBER

Description of Opportunity:

Current Revenue Generated from Activity:

Nature and Extent of Anticipated Revenue Enhancement:

Records, as applicable, will be requested:

Nature and Extent of Cost Savings:

City Department Impacted:

Department Contact:

Documents Requested:

Task Order Submission Date:

Task Order Action: Date Approved _____ By: _____

Date Rejected _____ By: _____

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Resolution for Census Task Force

DATE: July 9, 2019

SUBJECT: Council Approval of Resolution for Census Task Force

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Resolution Census Task Force	Cover Memo	7/1/2019
Census Task Force Exhibit A	Cover Memo	7/1/2019

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

4
5 **A RESOLUTION OF THE CITY OF SOUTH FULTON ESTABLISHING**
6 **A 2020 CENSUS CITIZEN TASK FORCE AND FOR OTHER LAWFUL PURPOSES**

7
8 **(Sponsored by Mayor Edwards and Councilperson Willis)**

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

11
12 **WHEREAS**, the duly elected governing authority of the City is the Mayor and City
13 Council (“City Council”);

14
15 **WHEREAS**, the City Council is committed to ensuring that every resident is
16 counted in the 2020 Census;

17
18 **WHEREAS**, an accurate census helps to ensure fair representation at all levels of
19 government, including Georgia’s representation in the U.S. House of Representatives as
20 well as just redistricting of state and local legislative seats and voting districts;

21
22 **WHEREAS**, the 2020 census will directly impact the City’s entitlement to state and
23 federal funding and grants;

24
25 **WHEREAS**, Census data is a vital tool for economic development and increased
26 employment; and

27
28 **WHEREAS**, this Resolution will help to ensure an accurate and fair 2020 Census
29 count in the best interests of the health and general welfare of the City, its residents and
30 general public.

31
32 **NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL** as
33 follows:

34
35 **Section 1.** The City Council hereby establishes a 2020 Census Citizen Task Force
36 (“Census Task Force”) as follows:

- 37
38 **(a) Composition and Appointment.** The Census Task Force shall consist of three
39 Councilmembers, appointed by the City Council, and up to eight City residents
40 appointed by each member of City Council. The additional members, who shall
41 be referred to as designated members, shall include one employee of the
42 Department of Community and Regulatory Affairs, who shall designated by said
43 Department’s Director and shall serve as Secretary of the Task Force, and one
44 City employee with access to and familiarity with GIS, as designated by the City

45 Manager. A Chairperson and Vice-Chairperson shall be selected by the City
46 Council.

47
48 **(b) Term and Removal.** The Census Task Force members shall serve a term
49 commencing from the date of their first meeting, through December 31, 2020. The
50 City Council may remove any Census Task Force non-council member at any time,
51 with or without cause. Councilmembers shall serve through December 31, 2020
52 or until the end of the Council term, whichever occurs sooner. Any vacancy shall
53 be filled in the manner which the member was appointed. Any member who fails
54 to attend three consecutive regular meetings shall automatically stand removed.
55 The appointed members of the 2020 Census Task Force shall consist of the
56 following:

- 57
58 1. Chairman: Mayor Edwards
59 2. Vice-Chairman: Councilperson Gumbs
60 3. Vice-Chairman: Councilperson Willis
61 4. Member:
62 5. Member:
63 6. Member:
64 7. Member:
65 8. Member:

66
67 **(c) Meetings.**

68
69 1. **Time.** Census Task Force shall adopt a regular meeting schedule, and may
70 hold special meetings, as they deem necessary in order to carry out their
71 functions, with the exception that they shall hold at least one regular meeting
72 every month April 2018 through April 2019. The meeting schedule shall be
73 provided to the City Clerk for notice purposes.

74
75 2. **Location.** The City Manager, or his designee, shall coordinate the scheduling
76 of City property for Census Task Force meetings.

77
78 **(d) Quorum and Governance.** Six Task Force members shall constitute a quorum
79 and shall be authorized to act on behalf of the Census Task Force. The Census
80 Task Force shall be governed procedurally by Robert's Rules of Order, as it is
81 revised from time to time, and shall conduct their meetings in accordance with all
82 applicable local and state laws, including the Georgia Open Meetings Act.

83
84 **(e) Duties.** The Census Task Force shall be responsible for establishing a plan of
85 action, with anticipated costs, for accomplishing the actions proposed by the
86 National League of Cities on the checklist attached hereto as Exhibit A. The
87 Census Task Force shall confer with the City Manager and Finance Director to
88 discuss necessary budgeting for the proposed action plan. The proposed action

89 plan shall be submitted in writing to the City Council for approval, at the Census
90 Task Force's earliest availability.
91

92 *****

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

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

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

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

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

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130 THIS RESOLUTION adopted this _____ day of _____ 2019.

131

132 **CITY OF SOUTH FULTON, GEORGIA**

133

134

135

136

137 _____
WILLIAM "BILL" EDWARDS, MAYOR

138

139

140 ATTEST:

141

142

143

144 _____
S. DIANE WHITE, CITY CLERK

145

146 APPROVED AS TO FORM:

147

148

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150 _____
EMILIA C. WALKER, CITY ATTORNEY

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The foregoing RESOLUTION No. 2019-_____, adopted on _____
was offered by Councilmember _____, who moved its approval. The motion
was seconded by Councilmember _____, and being put to a vote, the result
was as follows:

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

City Census Checklist

2018

- Enroll in the Local Update of Census Address (LUCA) program.
- Receive, update and return my city's LUCA review materials.
- Form a Complete Count Committee (CCC), or more than one if needed.
- Hold our first CCC meeting.

2019

- Develop a CCC action plan for our city.
- Ensure our city's workforce board is making our community aware of enumerator and other field and area office positions and is facilitating applications.
- Participate in the New Construction program.
- Meet with census officials or partnership specialists from a field, area or national office to discuss my city's readiness, share our action plan and discuss our HTC populations.

2020

- Install online response kiosk(s) in a publicly-accessible city building such as city hall or library.
- Use our city's social media presence to amplify messages about the upcoming census.
- Hold a public event to promote civic engagement and the 2020 Census participation.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council 1st Reading of Amending Ordinance Title 8 Traffic and Vehicles

DATE: July 9, 2019

SUBJECT: Council 1st Reading of Amending Ordinance Title 8 Traffic and Vehicles

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Amend Ordinance Title 8-Traffic and Vehicles	Cover Memo	7/2/2019

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

4
5 AN ORDINANCE AMENDING TITLE 8, TRAFFIC AND VEHICLES, OF THE CITY OF
6 SOUTH FULTON CODE OF ORDINANCES, AUTHORIZING THE USE OF
7 AUTOMATED TRAFFIC ENFORCEMENT SAFETY DEVICES IN SCHOOL ZONES
8 WITHIN THE CITY; PROVIDING FOR RULES OF OPERATION, ADMINISTRATIO
9 AND ENFORCEMENT AND FOR OTHER PURPOSES

10
11 (Sponsored by Councilwoman Willis)

12
13 **WHEREAS**, the City of South Fulton (“City”) is a municipal corporation duly
14 organized and existing under the laws of the State of Georgia;

15
16 **WHEREAS**, the duly elected governing authority of the City, is the Mayor and
17 Council thereof (“City Council”);

18 **WHEREAS**, the protection of children and prevention or motor vehicle related
19 deaths, injuries and property damage is of the utmost importance to the City Council;

20
21 **WHEREAS**, Article IX, Section 2 of the Georgia Constitution, O.C.G.A. §36-35-3
22 and Section 1.12(b)(18) of the City Charter authorize the City to adopt ordinances and
23 regulations for the protection and promotion of the public safety, health, and welfare of its
24 residents, and to regulate the operation of motor vehicles and control traffic upon and
25 across the streets and roads of the City;

26
27 **WHEREAS**, in 2018, the Georgia General Assembly enacted additional laws
28 governing excess speeding in designated School Zones

29
30 **WHEREAS**, the City Council finds that excessive speeding and disregard of traffic
31 control devises in school zones has increased the number of traffic related injuries and
32 deaths in Georgia;

33
34
35 **WHEREAS**, pursuant O.C.G.A. 40-8-14, the City is authorized to ~stablish and
36 enact an automated traffic enforcement safety device program in properly marked School
37 Zones (the area within 1,000 feet of the boundary of any public or private elementary or
38 secondary school) one hour before, during, and one hour after (1) the normal hours of
39 school operation, and (2) programs for care and supervision of students before school,
40 after school, or during vacation periods, for speeding violations in excess of ten miles per
41 hour over the speed limit; and

42
43 **WHEREAS**, this Ordinance addressing excessive speeding in school zones is in
44 the best interests of the health and general welfare of the City, its residents and general
45 public.

46
47 **THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS** as
48 follows:

49
50 **Section 1.** The City of South Fulton Code of Ordinances, Title 8, Traffic and
51 Vehicles, is hereby amended by creating a new Chapter 3, Automated Traffic
52 Enforcement in School Zones, which shall read as follows:

53
54 **TITLE 8. – TRAFFIC AND VEHICLES**

55 **CHAPTER 3. - Automate Traffic Enforcement in School Zones**

56 **Sec. 3-3001 - Definitions.**

57 For the purposes of this Article, the following terms, phrases and their derivatives shall
58 have the meanings given herein:

59
60 a) "Agent" means a person or entity who is authorized by a law enforcement agency or
61 governing body to administer the procedures contained here and (i) provides services to
62 such law enforcement agency or governing body; (li) operates, maintains, leases, or
63 licenses a video recording device; or (iii) is authorized by such law enforcement agency
64 or governing body to review and assemble the recorded images captured by the
65 automated traffic enforcement safety device for review by a peace officer.

66
67 b) "Automated Traffic Enforcement Safety Device" means a speed detection device that:
68 (i) is capable of producing photographically recorded still or video images, or both, of the
69 rear of a motor vehicle or of the rear of a motor vehicle being towed by another vehicle,
70 including an image of such vehicle's rear license plate; (ii) is capable of monitoring the
71 speed of a vehicle as photographically recorded pursuant to subparagraph (i) of this
72 paragraph; and (iii) indicates on each photographically recorded still or video image
73 produced the date, time, location, and speed of a photographically recorded vehicle
74 traveling at a speed above the posted speed limit within a marked School Zone.

75
76 c) "Owner" means the registrant of a motor vehicle, except that such term shall not include
77 a motor vehicle rental company when a motor vehicle registered by such company is
78 being operated by another person under a rental agreement with such company.

79
80 d) "School Zone" means the area within 1,000 feet of the boundary of any public or private
81 elementary or secondary school.

82
83 e) "Recorded Images" means still or video images recorded by an Automated Traffic
84 Enforcement Safety Device.

85
86 **Sec. 8-3002 - Speed Monitoring Systems Authorized.**

87 Speed camera enforcement, using Automated Traffic Enforcement Safety Devices are
88 hereby authorized within School Zones in the City between the hours of ____ a.m. and
89 ____p.m., Monday through Friday.

91 **Sec. 8-3003 - Administration**

- 92 a) The law enforcement agency, or Agent on behalf of the law enforcement agency,
93 operating an Automated Traffic Enforcement Safety Device provided for under
94 Official Code of Georgia Annotated Code Section 40-14-18 shall maintain a log for
95 the Automated Traffic Enforcement Safety Device attesting to the performance of
96 such device's self-test at least once every 30 days and the results of such self-test
97 pertaining to the accuracy of the Automated Traffic Enforcement Safety Device.
98 Such log shall be admissible in any civil enforcement proceeding for a violation
99 issued pursuant O.C.G.A. § 40-14-18. The law enforcement agency, or Agent on
100 behalf of the law enforcement agency, operating an Automated Traffic
101 Enforcement Safety Device shall perform an independent calibration test on the
102 automated traffic enforcement safety device at least once every 12 months. The
103 results of such calibration test shall be admissible in any court proceeding for a
104 violation issued pursuant O.C.G.A. § 40-14-18.
105
- 106 b) Prior to the placement of a device within a School Zone, each school within whose
107 School Zone such Automated Traffic Enforcement Safety Device is to be placed
108 shall first apply for and secure a permit from the Georgia Department of
109 Transportation for the use of such Automated Traffic Enforcement Safety Device.
110 Such permit shall be awarded based upon need. The Georgia Department of
111 Transportation shall promulgate rules and regulations for the implementation of
112 this paragraph.
113
- 114 c) If an Automated Traffic Enforcement Safety Device is moved to or placed in a
115 location where an Automated Traffic Enforcement Safety Device had not
116 previously been moved to or placed in, no citation shall be issued for a violation
117 recorded by that Automated Traffic Enforcement Safety Device until:
118
- 119 1) The City shall erect signs warning of the use of a stationary speed detection
120 device within the approaching School Zone. Such signs shall be at least 24 by
121 30 inches in area, shall be visible plainly from every lane of traffic, shall be
122 viewable in all traffic conditions, and shall not be placed in such a manner that
123 the view of such sign is subject to being obstructed by any other vehicle on
124 such highway. Such signs shall be placed within 500 feet prior to the warning
125 sign announcing the reduction of the speed limit for the school speed zone.
126 There shall be a rebuttable presumption that such signs are properly installed
127 pursuant to this Subsection at the time of any alleged violation under this
128 Article; and,
129
- 130 2) No citation shall be issued for the first 30 days after the first Automated Traffic
131 Enforcement Safety Device is introduced by a law enforcement agency within
132 a School Zone, but rather, a civil warning shall be issued for disregard or
133 disobedience of the speed limit within the School Zone.
134
- 135 d) A law enforcement agency authorized to enforce the speed limit of a School Zone,
136 or an Agent working on behalf of a law enforcement agency or governing body,

137 shall send by first class mail addressed to the owner of the motor vehicle within
138 thirty (30) days after obtaining the name and address of the owner of the motor
139 vehicle but no later than sixty (60) days after the date of the alleged violation:
140

- 141 1) A citation for the alleged violation, which shall include the date and time of the
142 violation, the location of the infraction, the maximum speed at which such motor
143 vehicle was traveling in photographically recorded images, the maximum
144 speed applicable within such School Zone, the civil warning or the amount of
145 the civil monetary penalty imposed, and the date by which a civil monetary
146 penalty shall be paid;
147
 - 148 2) An image taken from the photographically recorded images showing the vehicle
149 involved in the infraction;
150
 - 151 3) A website address where photographically recorded images showing the
152 vehicle involved in the infraction and a duplicate of the information provided for
153 in this paragraph may be viewed;
154
 - 155 4) A copy of a certificate sworn to or affirmed by a certified peace officer employed
156 by a law enforcement agency authorized to enforce the speed limit of the
157 School Zone and stating that, based upon inspection of photographically
158 recorded images, the owner's motor vehicle was operated in disregard or
159 disobedience of the speed limit in the marked School Zone and that such
160 disregard or disobedience was not otherwise authorized by law;
161
 - 162 5) A statement of the inference provided by Georgia law and of the means
163 specified therein by which such inference may be rebutted for such violations;
164
 - 165 6) Information advising the owner of the motor vehicle of the manner in which
166 liability as alleged in the citation may be contested through an administrative
167 hearing before the City Municipal Court; and,
168
 - 169 7) A warning that the failure to pay the civil monetary penalty or to contest liability
170 in a timely manner as provided for in Subsection (d) of this Code section shall
171 waive any right to contest liability.
172
- 173 e) Proof that a motor vehicle was operated in disregard or disobedience of the speed
174 limit of the marked School Zone shall be evidenced by photographically recorded
175 images. A copy of a certificate sworn to or affirmed by a certified peace officer
176 employed by a law enforcement agency and stating that, based upon inspection
177 of photographically recorded images, a motor vehicle was operated in disregard or
178 disobedience of the speed limit in the marked School Zone and that such disregard
179 or disobedience was not otherwise authorized by law shall be prima-facie evidence
180 of the facts contained therein.
181

- 182 f) Liability shall be determined based upon a preponderance of the evidence. Prima-
183 facie evidence that the vehicle described in the citation issued pursuant to this
184 Chapter was operated in violation of the speed limit of the School Zone, together
185 with proof that the defendant was, at the time of such violation, the registered
186 owner of the vehicle, shall permit the trier of fact in its discretion to infer that such
187 owner of the vehicle was the driver of the vehicle at the time of the alleged violation.
188 Such an inference may be rebutted if the owner of the vehicle:
189
- 190 1) Testifies under oath in open court or submits to the court a sworn notarized
191 statement that he or she was not the operator of the vehicle at the time of the
192 alleged violation; or,
 - 193
 - 194 2) Presents to the court a certified copy of a police report showing that the vehicle
195 had been reported to the police as stolen prior to the time of the alleged
196 violation.
 - 197
- 198 g) A violation for which a civil warning or a civil monetary penalty is imposed pursuant
199 to this Chapter shall not be considered a moving traffic violation for the purpose of
200 points assessment under O.C.G.A. § 40-5-57. Such violation shall be deemed
201 noncriminal, and imposition of a civil warning or civil monetary penalty pursuant to
202 this Chapter shall not be deemed a conviction and shall not be made a part of the
203 operating record of the person upon whom such liability is imposed, nor shall it be
204 used for any insurance purposes in the provision of motor vehicle insurance
205 coverage.
206
- 207 h) If a person issued and mailed a citation pursuant to this Chapter fails to pay the
208 civil monetary penalty for the violation or has not filed a police report or notarized
209 statement pursuant to this Chapter in no less than 30 nor more than 60 days after
210 such mailing as determined and noticed by the law enforcement agency, the agent
211 or law enforcement agency shall send to such person by first class mail a second
212 notice of any unpaid civil monetary penalty, except in cases where there is an
213 adjudication that no violation occurred or there is otherwise a lawful determination
214 that no civil monetary penalty shall be imposed. The second notice shall include
215 all information required in this Chapter and shall include a new date of return which
216 shall be no less than 30 days after such mailing as determined and noticed by the
217 law enforcement agency. If such person notified by second notice again fails to
218 pay the civil monetary penalty or file a police report or notarized statement
219 pursuant this Chapter by the new date of return, such person shall have waived
220 the right to contest the violation and shall be liable for the civil monetary penalty
221 provided for under this Chapter except in cases where there is an adjudication that
222 no violation occurred or there is otherwise a lawful determination that no civil
223 monetary penalty shall be imposed. Notices mailed by first class mail pursuant to
224 this Chapter shall be adequate notification of the fees and penalties imposed by
225 this Chapter. No other notice shall be required for the purposes of this Chapter.
226

- 227 i) The Municipal Court of South Fulton shall have jurisdiction over cases arising
228 under this Chapter and shall be authorized to conduct an administrative hearing
229 when timely requested by recipients of notice of violation pursuant to this Chapter
230 and impose the civil monetary penalty provided for by this Chapter. Except as
231 otherwise provided pursuant to Georgia law, the provisions of law governing
232 jurisdiction, procedure, defenses, adjudication, appeal, and payment and
233 distribution of penalties otherwise applicable to violations under this Code Section
234 shall apply to enforcement under this Chapter; provided however, that any appeal
235 from Municipal Court shall be by application in the same manner as that provided
236 O.C.G.A. § 5-6-35.
237
- 238 j) If a violation has not been contested and the assessed penalty has not been paid,
239 the Agent or City shall send to the person who is the registered owner of the motor
240 vehicle a final notice of any unpaid civil monetary penalty authorized by this
241 Chapter except in cases where there is an adjudication that no violation occurred
242 or there *is* otherwise a lawful determination that no civil monetary penalty shall be
243 imposed. The notice shall inform the registered owner that the agent or governing
244 body shall send a referral to the Department of Revenue if the assessed penalty
245 is not paid within 30 days after the formal notice was mailed and that such referral
246 shall result in the nonrenewal of the registration of such motor vehicle and shall
247 prohibit the title transfer of such motor vehicle within this state.
248
- 249 k) The Agent or City shall send a referral to the Department of Revenue not sooner
250 than 30 days after the final notice required this Chapter was mailed if a violation
251 under this Chapter has not been contested and the assessed penalty has not been
252 paid. The referral to the Department of Revenue shall include the following:
253
- 254 1) Any information known or available to the Agent or City concerning the license
255 plate number, year of registration, and the name of the owner of the motor
256 vehicle;
 - 257
 - 258 2) The date on which the violation occurred;
 - 259
 - 260 3) The date when the notice required under this Chapter was mailed; and,
 - 261
 - 262 4) The seal, logo, emblem, or electronic seal of the City.
263
- 264 l) A civil warning or civil monetary penalty under this Code Section on the owner of
265 a motor vehicle shall not be imposed if the operator of the vehicle was arrested or
266 issued a citation and notice to appear by a certified peace officer for the same
267 violation.
268

269 **Sec. 8-3004 - Violations and penalties.**

270 Any person who shall violate any provision of this Article shall be subject to the civil
271 penalties set forth O.C.G.A. § 40-14-18(b)(1), as amended, including a fine in the amount
272 of \$75 for a first violation and \$125.00 for a second or any subsequent violation, in addition

273 to fees associated with the electronic processing of such civil monetary penalty which
274 shall not exceed \$25.00.
275

276
277
278 **Section 2.** It is hereby declared to be the intention of the City Council that: (a) All
279 sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were,
280 upon their enactment, believed by the City Council to be fully valid, enforceable and
281 constitutional.

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

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

294 **Section 3.** All Ordinance and Resolutions in conflict herewith are hereby expressly
295 repealed.

296 **Section 4.** The City Attorney, City Clerk and contracted City Codifier are authorized
297 to make non-substantive formatting and renumbering edits to this ordinance for proofing,
298 codification, and supplementation purposes. The final version of all ordinances shall be
299 filed with the clerk.

300 **Section 5.** The effective date of this Ordinance shall be on the date as set forth under
301 Sec. 3.21 of the City Charter unless provided otherwise by applicable local, state and/or
302 federal law.
303
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307

308 THIS ORDINANCE adopted this _____ day of _____ 2019.

309
310 **CITY OF SOUTH FULTON, GEORGIA**

311
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313
314 _____
WILLIAM "BILL" EDWARDS, MAYOR

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ATTEST:

S. DIANE WHITE, CITY CLERK

APPROVED AS TO FORM:

EMILIA C. WALKER, CITY ATTORNEY

The foregoing Ordinance No. 2019-____ was moved for approval by Councilmember
_____. The motion was seconded by Councilmember
_____, and being put to a vote, the result was as follows:

AYE NAY

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361 William "Bill" Edwards, Mayor
362 Mark Baker, Mayor Pro Tem
363 Catherine Foster Rowell
364 Carmalitha Lizandra Gumbs
365 Helen Zenobia Willis
366 Gertrude Naeema Gilyard
367 Rosie Jackson
368 khalid kamau

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GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council 1st Reading of Charter Amendment Ordinance

DATE: July 9, 2019

SUBJECT: Council 1st Reading of Charter Amendment Ordinance

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Charter Amendment	Cover Memo	7/3/2019

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

4
5 **AN ORDINANCE AMENDING SECTION 2.14, COMPENSATION AND EXPENSES OF**
6 **THE CITY OF SOUTH FULTON CHARTER AND TITLE 1, CHAPTER 3, MAYOR AND**
7 **COUNCIL, OF THE CITY CODE OF ORDINANCES; AND FOR OTHER LAWFUL**
8 **PURPOSES**
9

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

12
13 **WHEREAS**, the duly elected governing authority of the City, is the Mayor and
14 Council thereof (“City Council”);

15 **WHEREAS**, the City Council is authorized pursuant to O.C.G.A. § 36-35-3 and
16 O.C.G.A. § 36-35-4 to amend the City Charter and Code to address “compensation and
17 benefits” for members of governing authority;

18
19 **WHEREAS**, the City Council has reviewed councilmember salaries in surrounding
20 Georgia jurisdictions as well as studies and assessments by reputable sources governing
21 living wage calculations and cost of living expenses;

22
23 **WHEREAS**, the City Council desires to amend the City Charter and Code as set
24 forth herein light of such studies and review;

25
26 **WHEREAS**, the City Council finds that this Ordinance will help ensure that
27 Councilmembers are able to provide for their families and personal responsibilities while
28 simultaneously providing for the needs of the City; and

29
30 **WHEREAS**, the City Council finds that this Ordinance is in the best interests of the
31 health and general welfare of the City, its residents and general public.

32
33 **THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS** as
34 follows:

35
36 **Section 1.** The City of South Fulton Charter, Section 2.14, Compensation and
37 Expenses is hereby amended by deleting the same in its entirety and creating a new
38 Section 2.14, Compensation and Expenses, which shall read as follows:

39 **Section 2.14**

40 **Compensation and Expenses**

41
42 The mayor and councilmembers shall receive compensation and expenses for
43 their services as provided by ordinance.

44 **Section 2.** The City of South Fulton Code of Ordinances, Title 1, Administration,
45 Chapter 3, Mayor and Council, Sec. 1-3010, Compensation and Expenses for the Mayor
46 and Councilmembers, is hereby amended by deleting the same in its entirety and creating
47 a new Sec. 1-3010, Compensation and Expenses for the Mayor and Councilmembers,
48 which shall read as follows:

49 **Title 1 – Administration**

50 ...

51 **Chapter 3. - Mayor and Council**

52 **Sec. 1-3010. - Compensation and expenses for the mayor and councilmembers**

53 Effective January 1, 2020, the annual salary of the mayor shall be \$37,676.00 and the
54 annual salary for each councilmember shall be \$27,676.00. Such salary shall be paid
55 from municipal funds in monthly installments. Additionally, the mayor and each
56 councilmember shall receive a \$364 monthly living expense stipend, payable each
57 month that they hold office. The city council may also provide for the reimbursement of
58 expenses actually and necessarily incurred by the mayor and members of the city council
59 in carrying out their official duties.
60

61 *****

62
63 **Section 3.** It is hereby declared to be the intention of the City Council that: (a) All
64 sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were,
65 upon their enactment, believed by the City Council to be fully valid, enforceable and
66 constitutional.

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

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

79 **Section 4.** All Ordinance and Resolutions in conflict herewith are hereby expressly
80 repealed.

81 **Section 5.** The City Attorney, City Clerk and contracted City Codifier are authorized
82 to make non-substantive formatting and renumbering edits to this ordinance for proofing,

83 codification, and supplementation purposes. The final version of all ordinances shall be
84 filed with the clerk.

85 **Section 6.** The effective date of this Ordinance shall be January 1, 2020, unless
86 provided otherwise by applicable local, state and/or federal law.

87
88
89

90 THIS ORDINANCE adopted this _____ day of _____ 2019.

91

92 **CITY OF SOUTH FULTON, GEORGIA**

93
94

95 _____
96 WILLIAM "BILL" EDWARDS, MAYOR

97

98 ATTEST:

99

100

101

102 _____
103 S. DIANE WHITE, CITY CLERK

104

105 APPROVED AS TO FORM:

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107 _____
108 EMILIA C. WALKER, CITY ATTORNEY

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AYE

NAY

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Rosie Jackson
khalid kamau

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GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Final Ethics Report on Lawson/Sellers vs Emilia Walker

DATE: July 9, 2019

SUBJECT: Final Ethics Report on Lawson/Sellers vs Emilia Walker

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Final Ethics Report	Cover Memo	7/3/2019

BEFORE THE CITY OF SOUTH FULTON
BOARD OF ETHICS

In the Matter of:)
)
George O. Lawson, Jr. and)
)
Tiffany Carter Sellers) Complaint #2019-01
VS.)
)
Emilia Walker)

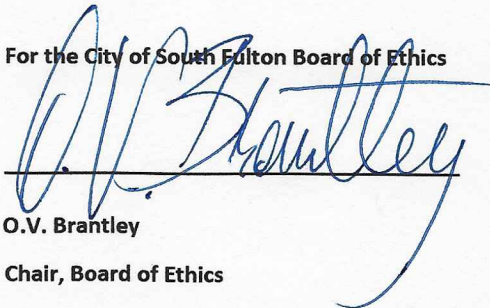
DECISION AND ORDER

This matter came before the City of South Fulton Board of Ethics for a decision on July 1, 2019, prior to a preliminary hearing determination. Having reviewed the applicable ordinances and based upon an analysis and recommendation by special appointed counsel, the City of South Fulton Board of Ethics does hereby recommend that Complaint #2019-01 is dismissed without prejudice in its entirety pursuant to Section 1-50010 of the City of South Fulton Code of Ethics.

The city clerk shall transmit this Decision and Order promptly to the City of South Fulton mayor and city council, the complainant(s), the accused and city manager within two business days.

So ordered this 1st day of July, 2019.

For the City of South Fulton Board of Ethics



O.V. Brantley

Chair, Board of Ethics