



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

SPECIAL CALLED MEETING AGENDA

1. Meeting Called to Order
2. Roll Call
3. Agenda Items
 - a. Discussion regarding the Mayor's Veto of the Hearing Officer section of Resolution 2019-060
 - b. Discussion regarding the Mayor's Veto of Agreement 2019-032 - Professional Services Agreement for City Attorney
4. Adjournment



CITY OF SOUTH FULTON



COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING

SUBJECT: Discussion regarding the Mayor's Veto of the Hearing Officer section of Resolution 2019-060

DATE OF MEETING: 12/27/2019

DEPARTMENT: City Council

ATTACHMENTS:

Description	Type	Upload Date
Discussion regarding the Mayor's Veto of the Hearing Officer section of Resolution 2019-060	Cover Memo	12/26/2019



MAYOR'S VETO

Date of Adoption: 12/16/2019 Item Number: RES-2019-060

Subject: A RESOLUTION OF THE CITY OF SOUTH FULTON ESTABLISHING AN INVESTIGATIVE HEARING REGARDING HALPERNS' STEAK AND SEAFOOD'S LETTER OF INDUCEMENT WITH THE FULTON COUNTY DEVELOPMENT AUTHORITY AND THE ESTBLISHMENT OF AN INVESTIGATORY HEARING TO CONSDIER SANCTIONS AGAINST----

Reason for Veto:

This is a veto of the following section of Resolution #2019-060 pursuant to Section 3.21 (d) of the City Charter:

Section 5. The issue of the designation and role of a hearing officer shall be left in the discretion of Special Attorney John Mrosek since neither counsel for Councilwoman Willis nor anyone else has suggested any candidates in the week since the December 10th hearing and since time is drawing near to the hearing. Council approves all of the foregoing.

As mayor, I proceed with this veto which has a huge financial impact on our budget.

Date to Mayor: 12/19/2019 Date of Veto: 12/20/2019

Mayor's Signature: 

1 STATE OF GEORGIA

2 COUNTY OF FULTON

3 CITY OF SOUTH FULTON

RES
ITEM# 2019-060 DATE 12.16.19

4
5 A RESOLUTION OF THE CITY OF SOUTH FULTON ESTABLISHING AN
6 INVESTIGATIVE HEARING REGARDING HALPERNS' STEAK AND SEAFOOD'S
7 LETTER OF INDUCEMENT WITH THE FULTON COUNTY DEVELOPMENT
8 AUTHORITY AND THE ESTABLISHMENT OF AN INVESTIGATORY HEARING
9 TO CONSIDER SANCTIONS AGAINST-----

10 Councilmember Willis
11 Mayor Edwards
12

13 WHEREAS, Halperns' Steak and Seafood Company ("Company") was awarded a Letter of
14 Inducement with the Fulton County Development Authority on or about October 22, 2019;

15
16 WHEREAS, Councilmember Willis attended that hearing;

17
18 WHEREAS, the actions of Councilmember Willis and others have been called into question and
19 are now the subject of an Investigative Hearing;

20
21 WHEREAS, a special called meeting was set for December 16, 2019 to establish the procedure
22 for the Investigative Hearing; and

24 WHEREAS, this Resolution is necessary to insure good order at the Investigative Hearing;

25
26 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, as follows:

27
28 Section 1. The Council has determined that it is appropriate to schedule an
29 Investigative Hearing to consider the removal from office, sanction, reprimand, disqualification,
30 censure or removal (current and/or prespective) by Council under Charter §2.16 of the
31 following members of Council:

32 Councilwoman Helen Z. Willis and
33 Mayor William "Bill" Edwards
34

35 Section 2. An Investigative Hearing shall take place on December 30, 2019 at
36 _____ at the following location: 4645 Butner Road Atlanta, Georgia 30349 for purpose of
37 consideration of removal from office, sanction, reprimand, disqualification, censure or removal
38 (current and/or prospective) of:

39 Helen Z. Willis
40 William "Bill" Edwards
41

41 The Hearing shall start promptly and shall not be delayed or disrupted. The Council

42 ☒ agrees/ ☐ does not agree (mark one) [VOTE: 4-3].
43

44
45 **Section 3.** Georgia's "Sunshine Law" or Open Meetings Act, OCGA § 50-14-1, et
46 seq. requires meetings of municipal corporations and other agencies; where official actions are
47 taken, to be open to the public. The deliberations of the Investigative Hearing shall/ shall
48 not be conducted in public. (mark one) [VOTE: 4-3]. Further, the Council
49 agrees/ does not agree to waive executive session privilege relating to conduct of Mayor
50 and Council in Executive Session meetings. (mark one) [VOTE: 4-3]. Further, the
51 Council agrees/ does not agree to waive attorney client privilege relating to any
52 communications, verbal or written, of any member of Mayor and Council with or to City
53 Attorney Emilia Walker regarding the Halpern's expansion deal, which was the subject of a
54 Fulton County Development Authority meeting October 22, 2019. (mark one) [VOTE:
55 6-1].

56
57 **Section 4.** The Investigative Hearing shall require the issuance of subpoenas for the ✓
58 purpose of securing witnesses and other documents. Special City Attorney John W. Mrosek,
59 individually, shall be vested with the municipality's legislative authority to issue subpoenas,
60 incorporating the powers given to counsel of record under Georgia law found at O.C.G.A. §24-
61 13-21. Subpoenas issued by the Council may be served in the same manner as service of
62 subpoenas is outlined in the Official Code of Georgia Annotated. Service of subpoenas may also
63 be waived by witnesses, in which case the witness will have waived any objection to the
64 sufficiency of service of the subpoena and will not raise process or service of process in defense
65 of abiding by the terms of the subpoena. Council approves does not approve the

66 authorization to Special City Attorney John W. Mrosek to execute and issue subpoenas. (mark
67 one) [VOTE: 6-1].

68 **Section 5.** The Charter at §2.16 specifies that the City Investigative hearing is
69 convened after ten (10) days notice to the Member(s) sought to be removed and empowers the
70 Council to set the procedural rules. The Council hereby authorizes all procedural and evidentiary
71 matters to be decided by the Council in compliance with constitutional requirements of due
72 process. Therefore, Council will and shall give each side the opportunity to present evidence and
73 to present argument and will decide the conduct and total length of the hearing. Members of
74 Council may make any motions it deems necessary regarding the conduct of the meeting.
75 Council ☒ approves ☐ does not approve all of the foregoing (mark one) [VOTE:
76 5-2]. The issue of the designation and role of a hearing officer shall be left in the
77 discretion of Special Attorney John Mrosek since neither counsel for Councilwoman Willis nor
78 anyone else has suggested any candidates in the week since the December 10th hearing and since
79 time is drawing near to the hearing. Council ☒ approves ☐ does not approve all of the
80 foregoing (mark one) [VOTE: 4-3].

81
82 **Section 6.** The Council hereby approves the attached Notice of Hearing as providing
83 adequate notice to the Members being sought to removed on December 30, 2019 as specified in
84 Section 2 and hereby authorizes Special City Attorney John W. Mrosek to execute and issue the
85 Notice of Hearing. Council ☒ approves ☐ does not approve all of the foregoing (mark
86 one) [VOTE: 4-3].

87

88 THIS RESOLUTION so adopted this 16th day of December, 2019.

89

90 CITY OF SOUTH FULTON, GEORGIA

91

92

93 _____

94

95 WILLIAM "BILL" EDWARDS, MAYOR

96

97 ATTEST:

98

99

100 _____

101

102 Deputy
CITY CLERK

103

104

105 APPROVED AS TO FORM:

106

107

108

109 _____

110 EMILIA WALKER, CITY ATTORNEY



JOHN W. MROSO
Special City Attorney



CITY OF SOUTH FULTON



COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING

SUBJECT: Discussion regarding the Mayor's Veto of Agreement 2019-032 - Professional Services Agreement for City Attorney

DATE OF MEETING: 12/27/2019

DEPARTMENT: City Council

ATTACHMENTS:

Description	Type	Upload Date
Discussion regarding the Mayor's Veto of Agreement 2019-032 - Professional Services Agreement for City Attorney	Cover Memo	12/26/2019



MAYOR'S VETO

Date of Adoption: 12/16/2019 Item Number: AGR-2019-032

Subject: Professional Services Agreement for City Attorney

Reason for Veto:

This is a veto of item#2019-032 Professional Services Agreement for the following reasons:

- a) The item was presented to the council one hour before the meeting, prohibiting meaningful discussion.
- b) The item was never given to Finance for proper vetting and remarks.
- c) It is my belief that section (d) titled "Termination" violates code section 4.12 of the City's Charter.
- d) It has been the custom of this board that all contracts be reviewed by an attorney.
- e) At the time of this approval, funding was not identified by Finance.

As mayor, I proceed with this veto which has a huge financial impact on our budget.

Date to Mayor: 12/17/2019 Date of Veto: 12/20/2019

Mayor's Signature: 

PROFESSIONAL SERVICES AGREEMENT

This professional services agreement (referred to herein as "Agreement") is made and entered into by and between client, the City of South Fulton, Georgia, (referred to herein as the "City"), and Emilia C. Walker (referred to herein as "Walker").

R E C I T A L S

WHEREAS, the duly elected governing authority of the City are the Mayor and Council (referred to herein as "City Council");

WHEREAS, the City Council has appointed Walker as the City Attorney for the City, and the City and Walker wish to document certain terms of such arrangement; and

NOW, THEREFORE, in consideration of the foregoing, the mutual and dependent promises hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

- a. **General Services.** Walker shall be paid a monthly flat fee for the provision of general services as the City Attorney in the monthly amount of 6.95% of the total amount budgeted for legal services in the FY2020 Budget, as adopted on September 18, 2019. The monthly general services flat fee shall constitute payment for all services required of Walker monthly under the city charter and code on behalf of the City, with the exception of litigation related services. Walker may utilize the services of her law firm, Fincher Denmark LLC and/or outside and other counsel, to assist in the performance of her duties under this Agreement.
- b. **Litigation.** Litigation related services shall be invoiced separately by Walker at the rate of One Hundred Eighty Dollars per hour for attorney services and One Hundred Dollars per hour for paralegal services. The City Council has set aside funding for litigation and legal expense reimbursements in the FY2020 budget to be pulled as needed from the contingency fund.
- c. **Funding.** The City Council may reasonably amend the amount of compensation to be paid for future and unaccrued litigation and general services under this Agreement at any time. Such amendment shall become effective at the time of approval. Walker shall have the option to resign from her position as City Attorney following any such amendment.
- d. **Termination.** The initial term of this Agreement shall extend for one year from the date of adoption. This Agreement shall thereafter automatically renew for successive one year terms unless terminated by the vote and approval of five councilmembers. This Agreement may be terminated at any time, with or without cause, by the vote and approval of five councilmembers.
- e. **Procedure for Removal.** The procedure under this paragraph shall govern Walker's removal as City Attorney. Walker shall be removed as the City Attorney at any time, with or without cause, by the vote and approval of five councilmembers.

- f. **Voluntarily**. The parties have entered into this Agreement knowingly, freely and voluntarily, and have been advised of their right to have this Agreement reviewed prior to adoption by outside counsel.
- g. **Effective Date**. This Agreement shall become effective upon its adoption by the City Council.
- h. **Charter Compliance**. This Agreement shall be subject to compliance with all provisions of the City Charter. The City Charter shall control in any instances where this Agreement and the Charter are inconsistent.
- i. **Governing Law**. This Agreement shall in all respects be governed by and construed, including for venue purposes, in accordance with the laws of the State of Georgia.

WITNESS WHEREOF, the parties hereto have executed this Agreement, and/or caused for this Agreement to be duly executed by their duly authorized representatives, as follows:

CITY OF SOUTH FULTON, GEORGIA:

By Odie Donald, City Manager

Emilia C. Walker, City Attorney