



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

REGULAR MEETING MINUTES

1. Call to Order

Minutes:

The meeting was called to order by Mayor Edwards at 7:07pm. Following the roll call by the City Clerk, a quorum was present.

Mayor Edwards then recognized State Representative William Boddie for being present at the meeting.

2. Invocation

Minutes:

The invocation was rendered by Pastor Alonzo Terry of the Solid Rock Pentecostal Church.

3. Pledge of Allegiance

Minutes:

The pledge of allegiance was recited in unison.

4. Approval of Consent Agenda

- a. Meeting Minutes - July 24, 2018, Work Session and Regular Meeting
- b. Meeting Minutes - Tuesday, July 31, 2018, Special Called Meeting (Budget Hearing)
- c. Meeting Minutes - Tuesday, August 7, 2018, 10:00am. **(Special Called Meeting - Budget Public Hearing)**
- d. Meeting Minutes - Tuesday, August 7, 2018, 11:00am. **(Special Called Meeting)**
- e. Meeting Minutes - Tuesday, August 7, 2018, 6:00pm. **(Special Called Meeting & Budget Public Hearing)**
- f. Proclamation - Rev. Dr. Michael Baldwin Appreciation Day, July 22, 2018. **(Jackson)**
- g. Proclamation - Bobbi Kristina Serenity House Day, July 26, 2018. **(Edwards)**
- h. Proclamation - Senator Leroy R. Johnson Day, July 28, 2018. **(Edwards)**
- i. Proclamation - Mary Parker Foundatin Appreciation Day, August 4, 2018. **(Rowell)**
- j. Proclamation - Pratt-Cabbagestalk Family Reunion Day, August 4, 2018. **(Edwards)**
- k. Proclamation - Halen Toney Appreciation Day, August 5, 2018. **(Rowell)**
- l. Proclamation - New Life Presbyterian Day, August 12, 2018. **(Edwards)**
- m. Request approval of an Agreement between the City of South Fulton Fire Rescue and Union City Fire to provide automatic aid during fire emergencies. **(Agr2018-023 - Automatic Aid w/Union City Fire)**
- n. Request approval of an Employment Agreement with Mr. Keith Meadows. **(Agr2018-024 - Chief of Police Contract)**

- o. Request approval of an Agreement for geographical information system software used for mapping services (e.g. building management, citizen engagement). **(Agr2018-025 - Enterprise License Agreement)**

Motion (Approve): Councilmember Jackson

Second: Councilmember Willis

[Motion Passed]

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

Nay: 1 Gilyard

Abstain: 0

Not Voting: 0

Minutes:

Motion a.

A motion was made to accept/approve the consent agenda as presented. The motion passed, 6-1-0.

Motion (Amend): Councilmember Gilyard

Second: Councilmember Jackson

[Motion Failed]

Yea: 2 Gilyard, Jackson

Nay: 5 Baker, Gumbs, khalid , Rowell, Willis

Abstain: 0

Not Voting: 0

Minutes:

Motion b.

A motion was made to amend the consent agenda and remove letters m. (Union City Fire agreement) and n. (Police Chief employment agreement), to be heard during the regular meeting agenda for separate consideration. The motion failed, 2-5-0.

Motion (Previous Question): Councilmember Willis

Second: Councilmember Rowell

[Motion Passed]

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

Nay: 1 Gilyard

Abstain: 0

Not Voting: 0

Minutes:

Motion c.

A motion was made to move the previous question (end debate) and consider motion a. for a vote. The motion passed, 6-1-0.

5. Approval of the Regular Meeting Agenda

Motion (Approve as Amended): Councilmember Willis
Second: Mayor Pro Tem Baker
[Motion Passed]

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

Minutes:

Motion a.

A motion was made to approve the regular meeting agenda, with an amendment to hear the solid waste and recycling services agenda item (move-up) following the public comment section of the agenda. The motion passed unanimously.

Motion (Hold): Councilmember Rowell
Second: Mayor Pro Tem Baker
[Motion Tabled]

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

Minutes:

Motion b.

A motion was made to table the Proclamation recognizing Touch of Life Chiro Appreciation Day (Rowell and Gumbs). The motion passed unanimously.

6. Proclamations and Recognitions

- a. Proclamation recognizing Executive Assistant District Attorney Clinton Rucker Appreciation Day. **(Edwards)**

Minutes:

PRESENTED.

- b. Proclamation recognizing Touch of Life Chiro Appreciation Day. **(Rowell and Gumbs)**

Minutes:

TABLED.

- c. Proclamation recognizing Dr. John Sidney Battle III Appreciation Day. **(Willis)**

Minutes:

- d. Proclamation recognizing Mrs. Regina Belle Battle Appreciation Day. **(Willis)**

Minutes:

PRESENTED.

7. Public Comment

Minutes:

The following speakers offered public comment:

- **Barbara McKee (District 6) - thank you for the support of the Bobbi Kristina Serenity House.**
- **Mr. Eddie Green (District 3) - supports Advanced Disposal.**
- **Mr. Eric Stargell - supports Advanced Disposal.**
- **Mr. Allan Dumas (District 1) - supports Advanced Disposal.**
- **Mr. Alphonso Clark (District 3) - supports Advanced Disposal.**
- **Rev. Warnell Williams (District 7) - supports amnesty day twice a year, representing seniors in Pointer Ridge subdivision.**
- **Mr. Charles Mitchell (District 4) - public works transition completion is the most critical thing before us, and he would like to hear an update. We should rethink shifting the permitting process to a commercial area. This is an administrative regulatory function. It should not be promotional in nature. Lastly he suggested to consider multiple sanitary vendors to resolve a lot of the issues.**
- **Mr. Calvin Simmons (Welcome All area) - supports Advanced Disposal.**
- **Mr. Douglas Brown (District 3) - opposes Advanced Disposal, and he urges the City Council to vote no.**
- **Mr. Jay Hannen - supports Waste Industries.**
- **Dr. John O. Herring (District 3) - opposes Advanced Disposal.**
- **Ms. Kathy Teasley (District 3) - opposes trash delivery being mandatory and liens being placed on your house. She urges everybody to work on a different solution.**
- **Mr. Terrill Harris (District 3) - supports Advanced Disposal.**
- **Ms. Damita Chatman (District 2) - with respect to trash she opposes Advanced Disposal, their pricing and equipment. She does not support Fulton County being apart of the selection process. She supports Waste Industries.**
- **Ms. Lavon Morris-Grant (District 3) - supports Waste Industries. She stated that the smell with Advanced Disposal is too bad.**
- **Mr. Richard Muller (District 4) - supports Waste Industries.**
- **Mr. Darnell Milton (off Camp Creek) - general manager for Advanced Disposal.**
- **Mr. Steve Edwards - governmental affairs manager for Advanced Disposal.**
- **Mr. Walt Ritter - district manager for Advanced Disposal.**
- **Mr. Ralph Carreker (District 3) - has problems with communication on matters. He supports Waste Industries.**
- **Ms. D. Franklin (District 4) - has issues with the transfer station which causes the home values to go down. She supports Waste Industries.**

- **Mr. John Watson (District 3) - opposes Advanced Disposal.**
-

8. Presentations

a. FY19 Budget Presentation

Minutes:

The City Manager made his budget presentation via PowerPoint, highlighting the following areas, and officially transmitting the Budget to the Mayor and City Council:

- **Budget Transmittal**
 - **Safer Stronger South Fulton**
 - **Destination South Fulton**
 - **High Performing Government**
 - **Transition of Services**
 - **Transparency**
 - **Transparency in Budgeting**
-

b. Public hearing on the proposed FY2019 Budget.

Minutes:

The following speakers offered comment during the budget public hearing:

- **Ms. Damita Chapman (District 2) - concerned with the high cost of administration and asked that you take it easy this first year. If there is any money left, give it to public works and not administrative. Think of the residents when you're doing the budget. Do the right thing. Thanked the Council for hiring the Police Chief, Mr. Meadows and thanked the Mayor, the City Manager and the Council for doing an outstanding job.**
- **Ms. Blanche Smith (District 1) - she is proud to be a citizen of South Fulton and is glad that Councilmembers communicate and keep in contact with the community. She suggested having crisis intervention training (CIT - mental illness) for the police officers. This would help save many lives. If there is any way to have more than one person trained, that would be great. She has concerns with right-of-way along the highway where grass and branches need attention. On Fairburn Road along Redwine near Camp Creek Marketplace down to Camp Creek, there are hedges/bushes too high and too close to the street. Hopefully you can work with the County to eliminate this problem.**
- **Ms. Victoria Rogers (District 5) and HOA President of Waverly Park - thank you for putting public safety at the top of your list and for the police, we look forward to more officers (good ones). Excited about the consideration of a business incubator. She hope all the items listed will not make it so expensive that she will not be able to live in South Fulton. She is married to a police chaplain and recommends the City consider having one too.**
- **Mr. Michael Venable (District 6) - the City needs to look at establishing a fund balance. This will make the City look good. This should be taught to our children. It will also help to avoid problems in the future.**

9. Business

a. Ordinances

- i. **[SECOND READING]** Ordinance amending Title 6, Health and Sanitation, of the City Code of Ordinances to address nuisance properties, protect neighboring property values and encourage economic development and for other lawful purposes. **(Ord2018-028 - Rowell, Jackson and Willis)**

Motion (Adopt): Councilmember Rowell

Second: Councilmember Jackson

[Motion Passed]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to adopt/approve Ord2018-028 (nuisance properties) and Ord2018-029 (property rehabilitation), as presented. The motion passed unanimously.

Councilmember khalid would like for the City to adequately fund public works department to demolish houses that need to be demolished.

Councilmember Willis indicated that does not get addressed in these Ordinances. But an anti-bligh ordinance currently being drafted may allow the City to assess additional taxes for blighted properties and set aside monies to cut grass, board-up a property or demolish a property.

- ii. **[SECOND READING]** Ordinance to amend Title 2, Taxation, of the City Code, to create a Community Redevelopment Tax Incentive Program, to encourage property rehabilitation and for other lawful purposes. **(Ord2018-029 - Rowell and Willis)**

Minutes:

APPROVED, see motion above under Ord2018-028.

- iii. **[FIRST READING]** Ordinance amending Title 1, Administration with respect to the employment of city department heads and directors and for other lawful purposes. **(Ord2018-031)**

Minutes:

First Reading - no comment.

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- iv. **[FIRST READING]** Ordinance to regulate the use of City of South Fulton purchasing and credit cards, enhance operational efficiency and for other lawful purposes. **(Ord2018-032 - Rowell, Gumbs, Willis, Gilyard & Jackson)**

Minutes:

First Reading.

- v. **[FIRST READING]** Ordinance establishing the City of South Fulton Public Arts Commission and for other lawful purposes. **(Ord2018-033 - Edwards and Rowell)**

Minutes:

First Reading.

Councilmember Rowell indicated that this Ordinance establishes a public arts commission to invest in public art and allocate 3% of hotel/motel tax for that purpose.

10. Action Items

- i. Request approval of staff recommendation regarding Solid Waste Collection and Recycling Services.

Motion (Postpone): Councilmember Willis

Second: Mayor Pro Tem Baker

[Motion Passed]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

a. A motion was made per the advice of the City Attorney as follows:

- to postpone a vote and recommendation, and allow Advanced Disposal and Waste Industries, the vendors reasonably susceptible of being selected, to file, revise and discuss their proposals with the Council at a Special Meeting on August 21, 2018, 10:00am here (5600 Stonewall Tell Road). The motion passed unanimously.**
-

Motion (Amend): Councilmember khalid

Second: Councilmember Jackson

[Motion Passed]

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

Nay: 1 Willis

Abstain: 0
Not Voting: 0

Minutes:

b. A motion was made to amend the main motion to include all three qualified bidders to make presentations, instead of two. The motion passed.

11. Board Appointments

a. Board of Code Enforcement

- Appointment of Mr. Ronald Coleman to replace Ms. Jennifer Thompson. **(Edwards)**

Motion (Approve): Councilmember Rowell

Second: Councilmember Gilyard

[Motion Passed]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve Mr. Ronald Coleman to replace Ms. Jennifer Thompson for the Board of Code Enforcement, and Ms. Jeannine K. Brown to replace Mr. Robert Dow for the Planning Commission. The motion passed unanimously.

b. Planning Commission

- Appointment of Ms. Jeannine K. Brown to replace Mr. Robert Dow. **(Gumbs)**

Minutes:

APPROVED, see motion above under 11a.

12. City Manager's Report

Minutes:

The City Manager gave an update of the activities of the City moving forward during the past five months, as follows:

- **Qualified Local Government Status**
- **Strategic Plan**
- **Website, phase I**
- **OPENGOV**
- **311, SeeClickFix**
- **Mayors Walk**
- **Key Hires**
- **Progress on the Sanitation RFP**

- Great position to receive LOST
- Received a balanced budget
- Reduced crime
- Expanded police fleet
- Opened mini precinct
- Launched the CoSF green team
- Launched an intern program

Councilmember Willis requested more marketing around the 311 program and requested a breakdown of crime by District. The City Manager requested 30 days or two Council meetings from today to get the information to Council from the new Police Chief and noted that the 311 program is on the radar.

Councilmember Rowell suggested as we transition public works over from Fulton County, there might be an opportunity to look at any monies not spent from the IGA up to the penny, then use that money to buy new equipment.

Councilmember Gilyard questioned the position the City will be in if we have to purchase new equipment for public works. The City Manager has received a preliminary asset list from Fulton County and has directed the CFO and his team to start looking at the cost of current and new equipment.

Councilmember khalid stated that approximately 35,000 households will receive information on the sanitation services selected, and he inquired whether there was an allocation in the budget. He asked if there will be funding for at least one printed newsletter sent to residents in their mailboxes, particularly for seniors. The City Manager indicated that expenses are covered in the communications budget.

13. City Attorney's Report

Minutes:

No report was given.

14. Mayor and City Council Comments (Two minutes each)

Minutes:

Mayor Pro Tem Baker announced memorial services will be held for Rev. Jacob Maxey on this Thursday, August 16, 2018, Therrell High School at 7:30pm.

15. Executive Session (CLOSED), if necessary

Motion (Recess): Councilmember Gilyard

Second: Councilmember Rowell

[Motion Passed]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

Motion a.

A motion was made to recess for a closed executive session regarding personnel and legal. The motion passed unanimously.

The closed executive session began at 9:10pm, and it ended at 9:30pm.

Motion (Move): Councilmember Willis

Second: Councilmember Jackson

[Motion Failed]

Yea: 3 Gumbs, Jackson, Willis

Nay: 4 Baker, Gilyard, khalid , Rowell

Abstain: 0

Not Voting: 0

Minutes:

Motion b.

A motion was made to approve moving forward with the Trucking Ordinance, with the exclusions recommended by Fulton County. The motion failed, 3-4-0.

Councilmember Rowell indicated that she would like to ask the City Attorney to let the County know that we would like to have further conversation with Fulton County, with an understanding that we accept their recommendation regarding Cascade-Palmetto Highway, but we would like further conversations relative to Cascade Road.

16. Adjournment

Motion (Adjourn): Councilmember khalid

Second: Mayor Pro Tem Baker

[Motion Passed]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

Motion a.

A motion was made to close/adjourn the executive session. The motion passed unanimously.

Motion (Adjourn): Councilmember khalid

Second: Mayor Pro Tem Baker

[Motion Passed]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

Motion b.

A motion was made to adjourn the meeting. The motion passed unanimously.

The meeting adjourned at 9:35pm.



Mark Massey, City Clerk

AGREEMENT OF AUTOMATIC AID

City of South Fulton Fire Rescue and Union City Fire

This agreement (referred to herein as "Agreement") is entered into by and between the City of South Fulton, a political subdivision of the State of Georgia, acting by and through its duly elected Mayor and Council, and Union City, Georgia, organized and existing under the laws of the State of Georgia (referred to herein as "Union City"), acting by and through its duly elected Mayor and Council (the parties collectively referred to herein as the "Parties.")

WITNESSETH:

WHEREAS, South Fulton and Union City are contiguous,

WHEREAS, South Fulton and Union City each maintain and staff a fire department for fire prevention, fire suppression, emergency medical, hazardous material, technical rescue, and support services;

WHEREAS, South Fulton and Union City have determined that it is to the mutual advantage and benefit of each of the Parties hereto that they render supplemental fire suppression, and to take part in joint training exercises; and

WHEREAS, it is the desire of the Parties hereto to enter into this Agreement for automatic aid (referred to herein as "Automatic Aid") pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3 and the Official Code of Georgia Annotated O.C.G.A. § 36-69-, et seq.- "The Georgia Mutual Aid Act."

NOW THEREFORE, in consideration, of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereunto agree as follows:

ARTICLE 1: AUTOMATIC AID

Paragraph 1.0 The Parties shall establish a mutually beneficial response district (referred to herein as the "Response District") which shall exist within and up to certain feasible boundary limits as designated and agreed upon by the South Fulton Fire Chief and Union City Fire Chief. Said agreed upon bounds will be recorded in a document written and signed by both the South Fulton Fire Chief and the Union City Fire Chief. Subsequently, that document shall be attached and incorporated into this Agreement as "Addendum A." The Response District may be changed to reflect additions or deletions of response areas with the written approval or both parties.

Paragraph 1.1 In the event of a fire emergency in the Response District, South Fulton and Union City shall furnish such fire resources as defined in addendum B to cope with the fire emergency, in addition to the first response assignment, but subject to the limitations herein after set forth in this Agreement.

Paragraph 1.2 The level of Automatic Aid shall exist at a level mutually agreed upon by the South Fulton Fire Chief and Union City Fire Chief. Said agreement shall be written and signed

by South Fulton Fire Chief and Union City Fire Chief. Subsequently, the document shall be attached to this Agreement as Addendum B.

Paragraph 1.3 It is further agreed that the Fire Chiefs of both City of South Fulton and Union City, or their designees, will ensure training is schedule between South Fulton Fire Rescue and Union City Fire annually. This will insure the operational efficiency of this automatic aid agreement.

ARTICLE 2: SUPERVISION

Paragraph 2.0 The furnishing jurisdiction shall dispatch a Chief Officer [Incident Command System (referred to herein as "ICS"), National Incident Management System (referred to herein as "NIMS") Qualified Incident Commander]. The Chief Officer shall coordinate resources of the furnishing jurisdiction and shall report to the Chief Officer of the receiving jurisdiction.

Paragraph 2.1 When the furnishing jurisdiction's [Incident Command System, National Incident Management System Qualified Incident Commander] Chief Officer arrives before the [Incident Command System, National Incident Management System Qualified Incident Commander] Chief Officer of the receiving jurisdiction, that officer shall coordinate and give the general directions as to the work to be done. This officer will be in command until properly relieved by the Chief Officer of the jurisdiction receiving aid.

Paragraph 2.2 Personnel who are being furnished will work under their own supervisors and with their own equipment except as provided in paragraph 2.0.

Paragraph 2.3 All general direction, relative to the work, will be given by the appropriate officers of the receiving jurisdiction to the [Incident Command System, National Incident Management System Qualified Incident Commander] Chief Officer of the furnishing jurisdiction under the authority of O.C.G.A. 36-69-3(b) & (e), except as provided in paragraph 2.1.

ARTICLE 3: LIABILITY

Paragraph 3.0 There is no special duty imposed by this Agreement on either Party and/or its respective personnel to respond to fire, rescue, or any other calls and/or requests pursuant to this Agreement as per O.C.G.A. 25-6-5-(a) and other applicable laws.

Paragraph 3.1 No employee of a Party shall be deemed to be an employee and/or agent of the other party because of any action or incident arising pursuant of this Agreement, as per O.C.G.A.25-6-5-(b) and other applicable laws.

Paragraph 3.2 All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction as per O.C.G.A.25-6-5-(c) and other applicable laws.

Paragraph 3.3 Equipment, personnel, and/or services provided pursuant to the Agreement as Automatic Aid, for periods or durations not exceeding 24 hours, shall be provided at no charge to the party requesting aid, unless an expendable item such as foam was provided. These expendable items shall be replaced by the party requesting aid. However, any expenses recoverable from third Parties shall be equitably distributed among responding parties. Nothing

herein shall operate to bar recovery of funds from any state or federal agency under any existing statute, regulation or law.

ARTICLE 4: CONSIDERATIONS

Paragraph 4.0 No party under this Agreement will be required to pay any compensation to any other party under this Agreement for services rendered pursuant to this Agreement.

Paragraph 4.1 It is expressly agreed that the mutual advantage and protection afforded by this Agreement is adequate consideration to both Parties for services rendered pursuant to this Agreement.

Paragraph 4.2 Each Party to this Agreement shall comply with the Workers Compensation laws of the State of Georgia at no cost to the other party.

Paragraph 4.3 Each Party shall pay the salaries, benefits, and all other compensation of its own personnel at no cost to the other party.

ARTICLE 5: RELEASE OF CLAIMS

Paragraph 5.0 Each Party agrees to release the other party from all liabilities, claims, judgements, costs, or demands for damage to its own property, whether directly or indirectly arising out of the use of any vehicle, equipment, or apparatus by the party to which said property does not, belong during the provision of service pursuant to this Agreement.

ARTICLE 6: INJURIES TO PERSONNEL

Paragraph 6.0 Any damage or other compensation which is required to be paid to any employee by reason of an injury occurring while their services are being utilized by the responding and/or receiving jurisdictions, pursuant to this Agreement, shall be the sole liability and responsibility of the party regularly employing that employee.

ARTICLE 7: THIRD PARTY BENEFICIARIES

Paragraph 7.0 This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of any third party, and no third party shall have any right of action hereunder, for any cause whatsoever.

ARTICLE 8: TERM OF AGREEMENT

Paragraph 8.0 This Agreement shall commence upon its approval and appropriate recording in the minutes by the respective governing bodies of the Parties. This Agreement shall stand automatically renewed by the Parties on January 1, and each year thereafter on January 1, unless and until such time as written notice of termination or notification is received by either Party at least ninety (90) days prior to the expiration of the first term or any renewal term thereafter.

ARTICLE 9: DISPATCHING OF ALARM AUTOMATIC AID

Paragraph 9.0 Fulton County emergency services (referred to herein as the "Fulton County 911 Center") will dispatch all first responder units as per this Agreement.

ARTICLE 10: ENTIRE AGREEMENT

Paragraph 10.0 This Agreement shall constitute the entire Agreement between the Parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

Paragraph 10.1 This Agreement shall be the sole instrument for the provision of emergency fire and rescue service aid between the parties.

ARTICLE 11: TERMINATION

Paragraph 11.0 Either Party to this Agreement may terminate the Agreement, for any cause, by giving not less than ninety (90) days advance written notice to the other party.

ARTICLE 12: SEVERABILITY OF TERMS

Paragraph 12.0 In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE 13: NOTICES

Paragraph 13.0 All notices or other communications required or permitted to be given under this Agreement shall be in writing.

All notices shall be deemed to have been duly delivered to the party intended to receive said notice or communication when delivered personally, in hand, or when mailed by certified or registered mail, return receipt requested, with proper postage prepaid and addressed to the appropriate party at the appropriate address as identified below:

To South Fulton:

City of South Fulton
Attn: City Manager
5440 Fulton Industrial Blvd
Atlanta, Ga 30336

City of South Fulton
Attn: Fire Chief
5440 Fulton Industrial Blvd Atlanta,
Ga 30336

To Union City:

City of Union City
Attn: City Manager
5060 Union Street
Union City, Ga 30291

City of Union City Attn:
Fire Chief
5060 Union Street
Union City, Ga 30291

ARTICLE 14: GOVERNING LAW

Paragraph 14.0 This Agreement shall be governed in all respects by the laws of the State of Georgia. Should any litigation arise under the provisions of the Agreement or related to this Agreement, proper venue shall lie in a court of competent jurisdiction in Fulton County.

ARTICLE 15: ADEQUATE COVERAGE FOR OWN JURISDICTION

Paragraph 15.0 Each Party is responsible for providing adequate coverage for its own jurisdiction. Each Party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose any responsibility or unconditional obligation on any Party to this Agreement to provide aid and assistance pursuant to a request from another Party. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Party requesting aid that it will not be able to provide mutual aid.

ARTICLE 16: INSURANCE

Paragraph 16.0 Each party to this Agreement shall procure and maintain such insurance as is required by applicable federal and state law to cover its personnel, equipment, vehicles, property, and obligations hereunder, including but not limited to liability insurance, workers' compensation insurance, automobile liability insurance and property insurance. Each Party may self-fund its insurance obligation.

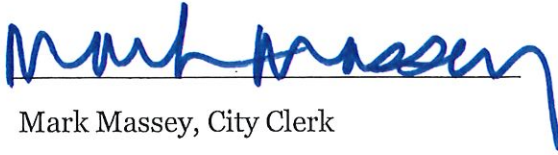
ARTICLE 17: COUNTERPARTS

Paragraph 17.0 This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives below.

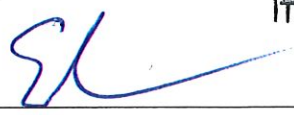
BY CITY OF SOUTH FULTON, GEORGIA:

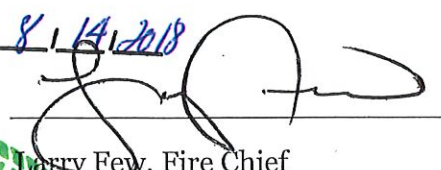
Attest:


Mark Massey, City Clerk


Bill Edwards, Mayor

Approved as to Form:

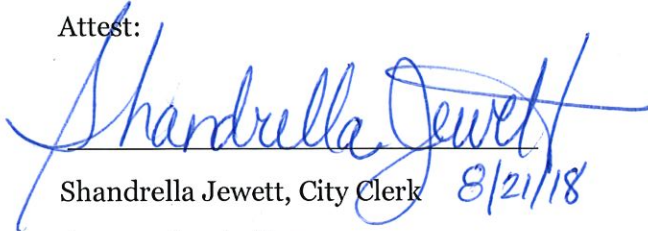

Emilia C. Walker, City Attorney

ITEM# Agc 2018-023 DATE 8/14/2018

Larry Few, Fire Chief

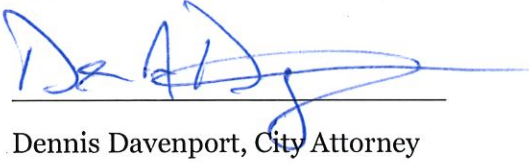


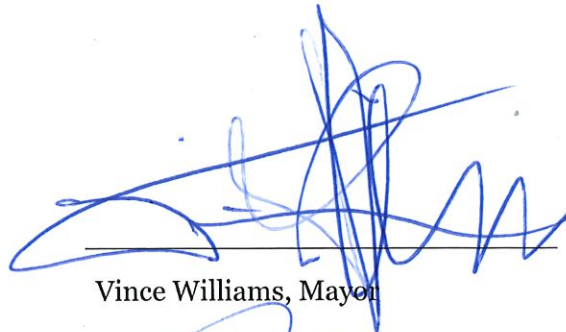
BY CITY OF UNION CITY, GEORGIA:

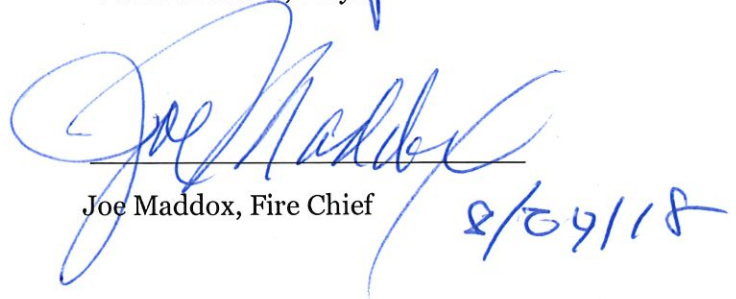
Attest:


Shandrella Jewett, City Clerk 8/21/18

Approved as to Form:


Dennis Davenport, City Attorney


Vince Williams, Mayor


Joe Maddox, Fire Chief 8/29/18

Addendum A

The 'Response District' for the 'Automatic Aid Response' Agreement between the City of South Fulton and the City of Union City Fire Departments will be considered the corporate limits of both cities. The assistance that will be furnished to each other in the 'Response District' is addressed in Addendum B. This 'Response District' is mutually beneficial to both City of South Fulton and Union City in responding to fire related emergencies. The 'Response District' may be modified through a written agreement of both the Fire Chiefs of City of South Fulton and Union City, or their designees, , as staffing, equipment, and local conditions within both municipalities evolve.

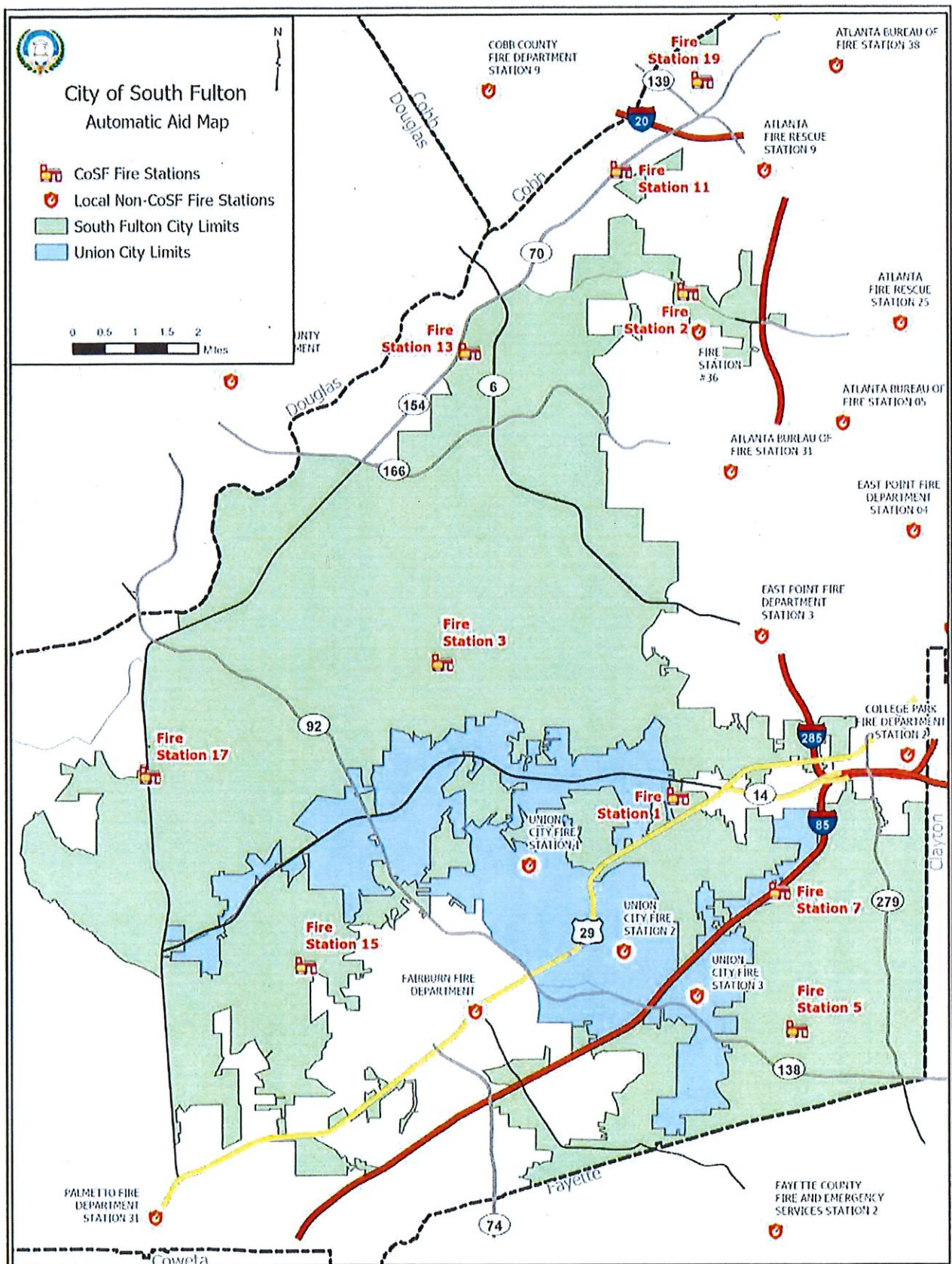
Addendum B

The 'Automatic Response' that may normally be expected within the ' Automatic Response District' for structure fire responses only will be:

South Fulton Fire Department: One (1) Ladder and/ or Engine Company.

Union City Fire Department: One (1) Ladder and/ or Engine Company.

'These response levels may be altered by written agreement between the Fire Chiefs of both City of South Fulton and Union City, or their designees, depending on local conditions or circumstances. Additionally, these response levels may be altered in the future as local staffing, equipment, and conditions evolve.



PROFESSIONAL SERVICES AGREEMENT

This professional services agreement (referred to herein as “Agreement”) is made and entered into by and between the City of South Fulton, Georgia, (referred to herein as the “City”), and Keith Meadows (referred to herein as “Meadows”).

RECITALS

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

WHEREAS, the City Council approved the nomination of Meadows at the meeting held on July 24, 2018;

WHEREAS, the City wishes to employ Meadows as the Police Chief for the City, and the City and Meadows wish to document the 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:

1. Effective Date and Term. This Agreement shall become effective (referred to herein as the “Effective Date”) upon: 1) the Agreement being executed by the City and 2) Meadows emailing or hand delivering a copy of the Agreement executed by him to the City at Mark.Massey@cityofsouthfultonga.gov. The City may withdraw this Agreement at any time prior to the Effective Date. This Agreement shall commence on the Effective Date and continue thereafter for a period of one (1) year. The Agreement shall renew automatically for successive two (2) year periods, unless otherwise terminated pursuant to the provisions herein. Notwithstanding, the Agreement may be considered for renegotiation every two (2) years, upon the City and/or Meadows’ request.

2. Position and Duties. The City hereby employs Meadows as its Police Chief, who shall have such responsibilities, duties, and authorities as are prescribed by the City charter (referred to herein as “Charter”), laws of the State of Georgia, federal law and the City’s code of ordinances, and such other lawful duties and responsibilities as are assigned to him by the City. Meadows agrees to fulfill such duties and responsibilities to the best of his abilities, in a professional and competent manner and in compliance with the policies, practices, laws and regulations that govern the City’s operation and administration. Unless Meadows is utilizing paid time off, he shall dedicate no less than forty (40) hours per week in the performance of his duties under this Agreement. Meadows shall devote his full-time attention and influence to the affairs, advancement and benefit of the City and shall not be employed by others or operate any outside business during the term of this Agreement, without the consent of the City. Meadows’ performance will be reviewed annually by the City Manager.

3. Compensation. For all services rendered by Meadows, the City shall compensate Meadows as follows:

(a) *Base Salary.* As of the Effective Date, the gross annual salary payable to Meadows shall be One Hundred Fifty Thousand Dollars and 00/100 Cents (\$150,000.00) per year payable on a regular basis in accordance with the City's standard payroll procedures, but not less than monthly (referred to here as the "Base Salary"). The Base Salary shall be subject to adjustment by the City from time-to-time in its discretion, but in no event shall the Base Salary be lowered unless consented to, in writing, by Meadows.

(b) *Benefits, and Other Compensation.* Meadows and his dependents shall be entitled to participate in and receive benefits under any qualified or supplemental retirement plan, health plan, deferred compensation plan, vision plan, dental plan, disability plan and life insurance plan or arrangement made available by the City during Meadows' active employment to its most senior officials, subject to and on a basis consistent with the terms, conditions and overall administration of such plans and arrangements.

(c) *Cell Phone and Vehicle.* The City agrees to provide Meadows a cell phone and vehicle for all business use.

4. **Professional Development.** The City agrees to pay for reasonable and customary travel and subsistence expenses of Meadows for City approved professional and official travel and training necessary to continue his professional development and for his performance of duties under this Agreement. Said expenses shall be subject to budget limitations and City travel policies.

5. **Dues and Subscriptions.** The City agrees to pay for the reasonable professional memberships, dues and subscriptions deemed by the City and Meadows as necessary for his participation in local, state, regional and national organizations and desirable for his continued professional advancement. All reimbursable expenses shall be appropriately documented in reasonable detail by Meadows upon submission of any request for reimbursement, and in a format and manner consistent with the City's expense reporting policies and applicable federal and state tax recordkeeping requirements.

6. **Termination; Rights on Termination.** This Agreement may be terminated in any of the following ways:

(a) *Termination by the City "For Cause."* The City may terminate this Agreement and Meadows' employment "For Cause" consistent with the disciplinary grounds/procedures set forth in the City's approved Human Resources policies and procedures manual (referred to herein as the "Policies and Procedures Manual.") "For Cause" shall mean those grounds for removal set forth in Section 2.16 of the Charter and the Policies and Procedures Manual. The date of termination shall be the date of the affirmative vote after an investigative hearing as set forth under Section 2.16(b)(1) of the Charter. Except as set forth in this provision, in the event of Meadows' termination For Cause, no compensation or benefits shall be payable to Meadows after the date of termination, except as provided for in Section 6(g) of this Agreement.

(b) *Termination by the City "For Other Cause."* The City may terminate this Agreement and Meadow's employment "For Other Cause." "For Other Cause" shall mean any grounds for removal, other than those set forth in the Charter and/or Policies and Procedures manual. In the event Meadows' employment is terminated For Other Cause, Meadows shall continue to receive his salary until the effective date of a final resolution of removal as set forth in

the Policy and Procedures Manual. Meadows shall thereafter be entitled to additional compensation pursuant to paragraph (c) of this section.

(c) *Payment for Termination by City For Other Cause.* In the event Meadows' employment is terminated by the City For Other Cause, then Meadows shall be entitled to: (i) all compensation earned and all benefits and reimbursements due through the effective date of termination; (ii) payment of a lump sum amount, payable within thirty (30) days of such termination date, equal to the Monthly Base Salary for a maximum of fifteen months, calculated from the date of Meadows' termination; and (iii) if Meadows elects continued coverage under the City's health insurance plan for himself and/or his qualified dependents pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the City shall pay the costs of that continued COBRA coverage until the earlier of six (6) months from the date of termination or such time as Meadows becomes eligible for coverage under a subsequent employer's health plan, whichever is first.

(d) *Termination by Death or Disability.* This Agreement shall terminate automatically upon Meadows' death. The City may terminate this Agreement on the basis of a disability suffered by Meadows, in accordance with State and Federal law. As part of the decision-making on disability, Meadows and the City agree to engage in discussion about any and all possible accommodations. Upon termination of this Agreement on the basis of death or disability, no compensation shall be payable to Meadows or his estate, except as provided for in paragraph (g) of this section.

(e) *Termination by Meadows For Good Reason.* Meadows may terminate this Agreement "For Good Reason," effective ten (10) days after providing written notice to the City of such termination. "For Good Reason" shall mean a breach by the City of a material provision of this Agreement, as to be determined by a Court of law unless the parties agree in writing otherwise. Meadows shall provide the City with a written statement of the basis for Meadows' belief that For Good Reason cause exists and provide the City at least ten (10) days after receipt of such statement to cure the basis for such belief. In the event Meadows terminates his employment For Good Reason, then Meadows shall be entitled to compensation in the amount of six (6) months severance pay.

(f) *Termination by Meadows For Other Reason.* Meadows may terminate this Agreement "For Other Reason" by providing the City with notice of such termination not later than thirty (30) days prior to the effective date of such termination. "For Good Reason" shall mean any reason other than For Good Reason. In such event, no compensation or benefits shall be payable to Meadows after the date of termination, except as provided for in paragraph (g) of this section. Upon such notice, the City, at its discretion, may hire a replacement Police Chief and/or suspend Meadow's performance of duties by and through the effective termination date.

(g) *Payment for Termination by Death, Disability or For Other Reason by Meadows.* Upon termination of this Agreement by Meadows For Other Reason, or due to Meadows' death or disability, Meadows shall be entitled to receive all compensation earned and all benefits and reimbursements due through the effective date of termination or as set forth in the applicable benefits plan. In addition, in such cases of termination, the City shall offer Meadows and his qualified dependents continued coverage under the City's health insurance plan, pursuant to COBRA, at Meadows' expense, so long as Meadows or his dependents are eligible for COBRA coverage. No other compensation or benefits will be

due or payable to Meadows or his qualified dependents subsequent to termination by death, disability, or For Other Reason by Meadows.

(h) *Provisions that Survive Termination or Expiration of Agreement.* All rights and obligations of the City and Meadows under this Agreement shall cease as of the effective date of termination or expiration of this Agreement, except that the City's payment obligations under the paragraphs in this section shall survive such termination or expiration in accordance with their terms.

7. **Binding Effect.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective heirs, legal representatives, successors, and assigns.

8. **Complete Agreement; Waiver; Amendment.** The City and Meadows have no oral representations, understandings, or agreements with the other covering the same subject matter as this Agreement. This Agreement, together with the other agreements explicitly referenced herein or attached hereto, is the final, complete, and exclusive statement of expression of the agreement between the City and Meadows with respect to the subject matter hereof, and supersedes any and all prior, existing or contemporaneous agreements or understandings of any kind or nature between the parties, and cannot be varied, contradicted, or supplemented by evidence of any prior or contemporaneous oral or written agreements. This written Agreement may not be later modified except by a further writing signed by a duly authorized official of the City or member of the Council and Meadows, and no term of this Agreement may be waived except by a writing signed by the party waiving the benefit of such term.

9. **Indemnification.** With the exception of intentional and/or willful misconduct and actions performed by Meadows connected to his performance of any criminal act, City shall defend, hold harmless and indemnify Meadows against any tort, professional liability claims or demands or other legal action arising out of an alleged act or omission occurring in the performance of Meadows duties as Police Chief. The City may compromise and settle any claim or suit falling within its duty to indemnify Meadows under this Section, with or without Meadows approval, and shall pay the amount of any settlement or judgment rendered thereto. Meadows shall be liable to the City for any judgments, legal fees and other expenses incurred by the City in any proceeding in which Meadows is found by a Court of law to be guilty of any intentional and/or willful misconduct or neglect in the performance of his duties connected to a criminal act.

10. **Notice.** Whenever any notice is required hereunder, unless specified herein otherwise, it shall be given in writing, via certified U.S. mail, addressed as follows:

To the City:	The City of South Fulton, Georgia Attn: City Clerk 5440 Fulton Industrial Blvd SW Atlanta, GA 30336
--------------	--

With a copy to:	Emilia C. Walker, Esq.
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8024 Fair Oaks Court
Jonesboro, GA 30236

With a copy to:

City Manager
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

To Meadows:

XXXXXXX

11. Severability; Headings. If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The section headings are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent of the Agreement or of any part hereof.

12. Jointly Drafted. The parties and their respective counsel have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

13. Charter Compliance. This Agreement shall be subject to compliance with all provisions of the Charter. The Charter shall control in any instances where this Agreement and the Charter are inconsistent.

14. 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, without regard for any state's principles of conflicts of laws.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as follows:

CITY OF SOUTH FULTON, GEORGIA

By: _____
Odie Donald, II, City Manager

By: _____
William “Bill” Edwards, City Mayor

Approved as to Form:

City Attorney

Attest:

City Clerk

Keith Meadows: _____

[Add Notary]



SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
E-mail: jricks@esri.com

DATE: April 20, 2018

TO: To Whom It May Concern

FROM: Jackie Ricks, Esri Contract Coordinator/Contracts & Legal Department

RE: Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri, as owner and manufacturer, is the sole-source provider of software maintenance (technical support plus Esri software updates/upgrades) for Esri products in the United States.

Esri is the sole-source provider of the following Esri products in the U.S. commercial, state, and local government marketplace:

- AppStudio for ArcGIS
- ArcGIS Desktop & Extensions Subscription (Basic, Advanced, Standard)
- ArcGIS Desktop Advanced
- ArcGIS Desktop Standard
- ArcGIS Developer Subscription
- ArcGIS Enterprise
- ArcGIS for Aviation Bundle
- ArcGIS for Maritime Bundle
- ArcGIS for Server and extensions
- ArcGIS GeoAnalytics Server
- ArcGIS GeoEvent Server
- ArcGIS GIS Server and extensions
- ArcGIS Hub
- ArcGIS Image Server
- ArcGIS Monitor
- ArcGIS Online (excluding data owned by 3rd party providers)
- ArcGIS Runtime and Extensions
- Drone2Map for ArcGIS
- Esri Business Analyst Online
- Esri Business Analyst Server
- Esri Community Analyst
- Esri Defense Mapping Bundle
- Esri MapStudio
- Esri Maps Products
- Esri Services Packages
- Insights for ArcGIS
- Navigator for ArcGIS
- Portal & Hosted Portal for ArcGIS

In an effort to support diversity in federal contracting, Esri has authorized certain businesses (see GSA Advantage! for details) as resellers of perpetual licenses for the following Esri products to eligible entities purchasing under a GSA Schedule. Esri GSA resellers cannot sell Esri software to state or local entities:

- ArcGIS Desktop Advanced
- ArcGIS Desktop Standard

Esri also distributes certain software licenses in combination with non-Esri software or services through open-market value-added resellers and OEMs. If you have further questions, please contact me at 909-793-2853, extension 1-1990.


Jackie Ricks



May 9, 2018

Mr. Christopher Whatley
City of South Fulton
5440 Fulton Industrial Blvd
Atlanta, GA 30336

Dear Christopher,

The Esri Small Municipal and County Government Enterprise License Agreement (ELA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the ELA for the term of the agreement. The ELA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise license agreement.

An ELA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the ELA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the ELA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the ELA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The organization will act as an Esri reference site and will permit Esri to publicize its use of Esri software and services.
- The fee and benefits offered in this ELA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government ELA terms and conditions.
- Licenses are valid for the term of the ELA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this ELA offer:

1. Sign and return the whole agreement per the instructions in the terms and conditions.
2. On the first page of the ELA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-ELA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Rob Hathcock

Rob Hathcock



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 09/13/2017 To: 12/12/2017*

Quotation # 20515018

Date: September 13, 2017

Customer # 556550 Contract #

City of South Fulton
GIS Dept
5440 Fulton Industrial Blvd
Atlanta, GA 30336

ATTENTION: Chris Whatley
PHONE: (470) 809-7251
FAX:

Material	Qty	Description	Unit Price	Total
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement Year 1	50,000.00	50,000.00
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement Year 2	50,000.00	50,000.00
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement Year 3	50,000.00	50,000.00
			Item Total:	150,000.00
			Subtotal:	150,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$150,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Rob Hathcock

Email: rhathcock@esri.com

Phone: 1-678-417-1883 x8704

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076

HATHCOCKR

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
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Date: September 13, 2017

Customer # 556550 Contract #

City of South Fulton
GIS Dept
5440 Fulton Industrial Blvd
Atlanta, GA 30336

ATTENTION: Chris Whatley
PHONE: (470) 809-7251
FAX:

This quote displays the agreement in its entirety and will be invoiced at
\$50,000/year respectively.

*Thank you for your interest in the products and services offered by Esri. I have
provided a quotation per your request. Please review the attached "Terms and
Conditions" guidelines prior to submitting your order. To place an order for the
items referenced in this quote, please follow the instructions provided below:

PURCHASE ORDER: Send your digital, faxed, or original signed purchase order
to Esri Customer Service for processing. Faxes may be sent toll-free to (909) 307
-3083.

CREDIT CARD: If you would like to purchase the items on the quotation via
credit card, please call (800) 447-9778 and reference this quotation.

CHECK/MONEY ORDER: Please mail a copy of your quotation and payment to
Esri, P.O. Box 741076, Los Angeles, CA 90074-1076.

If you have any questions regarding this quotation, please feel free to contact me.
You will find my contact information at the bottom of the page. If you have
questions following placement of your order such as order confirmation, ship date,
etc., please contact Customer Service toll free at (888) 377-4575.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Rob Hathcock

Email: rhathcock@esri.com

Phone: 1-678-417-1883 x8704

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

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Phone: 909-793-2853 Fax: 909-307-3049
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Quotation # 20515018

Date: September 13, 2017

Customer # 556550 Contract #

City of South Fulton
GIS Dept
5440 Fulton Industrial Blvd
Atlanta, GA 30336

ATTENTION: Chris Whatley
PHONE: (470) 809-7251
FAX:

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

WILLIAM EDWARDS

Name (Please Print)

William 'Bill' Edwards

Title

Mayor

8/14/2018

Date

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Rob Hathcock

Email: rhathcock@esri.com

Phone: 1-678-417-1883 x8704

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076

HATHCOCKR

This offer is limited to the terms and conditions incorporated and attached herein.

**Esri Use Only:**

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
Schematics, ArcGIS Workflow Manager, ArcGIS Data
Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
(Advanced and Standard)
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
Workflow Manager

Enterprise optional servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
Spatial Analyst, ArcGIS Engine Geodatabase Update,
ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) annual Professional subscription to ArcGIS
Developer*
Two (2) Esri CityEngine Advanced Single Use Licenses
250 Level 1 ArcGIS Online Named Users
250 Level 2 ArcGIS Online Named Users
37,500 ArcGIS Online Service Credits
250 Level 1 ArcGIS Enterprise Named Users
250 Level 2 ArcGIS Enterprise Named Users
5 Insights for ArcGIS

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of South Fulton
(Customer)
By: [Signature]
Authorized Signature Printed Name:
William 'Bill' Edwards
Title: Mayor
Date: August 14, 2018

ITEM# Ag12018-025 DATE 8 / 14 / 2018

Attested By City Clerk Mark Massey:



CUSTOMER CONTACT INFORMATION

Contact: Namarr Strickland
Address: 5440 Fulton Industrial Blvd.
City, State, Postal Code: Country:
Atlanta, GA 30336
Quotation Number (if applicable):
20515018

Telephone: 470-809-7718
Fax: _____
E-mail: namarr.strickland@cityofsouthfultonga.gov

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means the applicable license agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri license agreement that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support. Customer will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed during the Term of Agreement, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each additional year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each additional year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

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

WHEREAS, the City Council approved the nomination of Meadows at the meeting held on July 24, 2018;

WHEREAS, the City wishes to employ Meadows as the Police Chief for the City, and the City and Meadows wish to document the 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:

1. Effective Date and Term. This Agreement shall become effective (referred to herein as the "Effective Date") upon: 1) the Agreement being executed by the City and 2) Meadows emailing or hand delivering a copy of the Agreement executed by him to the City at Mark.Massey@cityofsouthfultonga.gov. The City may withdraw this Agreement at any time prior to the Effective Date. This Agreement shall commence on the Effective Date and continue thereafter for a period of one (1) year. The Agreement shall renew automatically for successive two (2) year periods, unless otherwise terminated pursuant to the provisions herein. Notwithstanding, the Agreement may be considered for renegotiation every two (2) years, upon the City and/or Meadows' request.

2. Position and Duties. The City hereby employs Meadows as its Police Chief, who shall have such responsibilities, duties, and authorities as are prescribed by the City charter (referred to herein as "Charter"), laws of the State of Georgia, federal law and the City's code of ordinances, and such other lawful duties and responsibilities as are assigned to him by the City. Meadows agrees to fulfill such duties and responsibilities to the best of his abilities, in a professional and competent manner and in compliance with the policies, practices, laws and regulations that govern the City's operation and administration. Unless Meadows is utilizing paid time off, he shall dedicate no less than forty (40) hours per week in the performance of his duties under this Agreement. Meadows shall devote his full-time attention and influence to the affairs, advancement and benefit of the City and shall not be employed by others or operate any outside business during the term of this Agreement, without the consent of the City. Meadows' performance will be reviewed annually by the City Manager.

3. Compensation. For all services rendered by Meadows, the City shall compensate Meadows as follows:

(a) *Base Salary.* As of the Effective Date, the gross annual salary payable to Meadows shall be One Hundred Fifty Thousand Dollars and 00/100 Cents (\$150,000.00) per year payable on a regular basis in accordance with the City's standard payroll procedures, but not less than monthly (referred to here as the "Base Salary"). The Base Salary shall be subject to adjustment by the City from time-to-time in its discretion, but in no event shall the Base Salary be lowered unless consented to, in writing, by Meadows.

(b) *Benefits, and Other Compensation.* Meadows and his dependents shall be entitled to participate in and receive benefits under any qualified or supplemental retirement plan, health plan, deferred compensation plan, vision plan, dental plan, disability plan and life insurance plan or arrangement made available by the City during Meadows' active employment to its most senior officials, subject to and on a basis consistent with the terms, conditions and overall administration of such plans and arrangements.

(c) *Cell Phone and Vehicle.* The City agrees to provide Meadows a cell phone and vehicle for all business use.

4. **Professional Development.** The City agrees to pay for reasonable and customary travel and subsistence expenses of Meadows for City approved professional and official travel and training necessary to continue his professional development and for his performance of duties under this Agreement. Said expenses shall be subject to budget limitations and City travel policies.

5. **Dues and Subscriptions.** The City agrees to pay for the reasonable professional memberships, dues and subscriptions deemed by the City and Meadows as necessary for his participation in local, state, regional and national organizations and desirable for his continued professional advancement. All reimbursable expenses shall be appropriately documented in reasonable detail by Meadows upon submission of any request for reimbursement, and in a format and manner consistent with the City's expense reporting policies and applicable federal and state tax recordkeeping requirements.

6. **Termination; Rights on Termination.** This Agreement may be terminated in any of the following ways:

(a) *Termination by the City "For Cause."* The City may terminate this Agreement and Meadows' employment "For Cause" consistent with the disciplinary grounds/procedures set forth in the City's approved Human Resources policies and procedures manual (referred to herein as the "Policies and Procedures Manual.") "For Cause" shall mean those grounds for removal set forth in Section 2.16 of the Charter and the Policies and Procedures Manual. The date of termination shall be the date of the affirmative vote after an investigative hearing as set forth under Section 2.16(b)(1) of the Charter. Except as set forth in this provision, in the event of Meadows' termination For Cause, no compensation or benefits shall be payable to Meadows after the date of termination, except as provided for in Section 6(g) of this Agreement.

(b) *Termination by the City "For Other Cause."* The City may terminate this Agreement and Meadow's employment "For Other Cause." "For Other Cause" shall mean any grounds for removal, other than those set forth in the Charter and/or Policies and Procedures manual. In the event Meadows' employment is terminated For Other Cause, Meadows shall continue to receive his salary until the effective date of a final resolution of removal as set forth in

the Policy and Procedures Manual. Meadows shall thereafter be entitled to additional compensation pursuant to paragraph (c) of this section.

(c) *Payment for Termination by City For Other Cause.* In the event Meadows' employment is terminated by the City For Other Cause, then Meadows shall be entitled to: (i) all compensation earned and all benefits and reimbursements due through the effective date of termination; (ii) payment of a lump sum amount, payable within thirty (30) days of such termination date, equal to the Monthly Base Salary for a maximum of fifteen months, calculated from the date of Meadows' termination; and (iii) if Meadows elects continued coverage under the City's health insurance plan for himself and/or his qualified dependents pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the City shall pay the costs of that continued COBRA coverage until the earlier of six (6) months from the date of termination or such time as Meadows becomes eligible for coverage under a subsequent employer's health plan, whichever is first.

(d) *Termination by Death or Disability.* This Agreement shall terminate automatically upon Meadows' death. The City may terminate this Agreement on the basis of a disability suffered by Meadows, in accordance with State and Federal law. As part of the decision-making on disability, Meadows and the City agree to engage in discussion about any and all possible accommodations. Upon termination of this Agreement on the basis of death or disability, no compensation shall be payable to Meadows or his estate, except as provided for in paragraph (g) of this section.

(e) *Termination by Meadows For Good Reason.* Meadows may terminate this Agreement "For Good Reason," effective ten (10) days after providing written notice to the City of such termination. "For Good Reason" shall mean a breach by the City of a material provision of this Agreement, as to be determined by a Court of law unless the parties agree in writing otherwise. Meadows shall provide the City with a written statement of the basis for Meadows' belief that For Good Reason cause exists and provide the City at least ten (10) days after receipt of such statement to cure the basis for such belief. In the event Meadows terminates his employment For Good Reason, then Meadows shall be entitled to compensation in the amount of six (6) months severance pay.

(f) *Termination by Meadows For Other Reason.* Meadows may terminate this Agreement "For Other Reason" by providing the City with notice of such termination not later than thirty (30) days prior to the effective date of such termination. "For Good Reason" shall mean any reason other than For Good Reason. In such event, no compensation or benefits shall be payable to Meadows after the date of termination, except as provided for in paragraph (g) of this section. Upon such notice, the City, at its discretion, may hire a replacement Police Chief and/or suspend Meadow's performance of duties by and through the effective termination date.

(g) *Payment for Termination by Death, Disability or For Other Reason by Meadows.* Upon termination of this Agreement by Meadows For Other Reason, or due to Meadows' death or disability, Meadows shall be entitled to receive all compensation earned and all benefits and reimbursements due through the effective date of termination or as set forth in the applicable benefits plan. In addition, in such cases of termination, the City shall offer Meadows and his qualified dependents continued coverage under the City's health insurance plan, pursuant to COBRA, at Meadows' expense, so long as Meadows or his dependents are eligible for COBRA coverage. No other compensation or benefits will be

due or payable to Meadows or his qualified dependents subsequent to termination by death, disability, or For Other Reason by Meadows.

(h) *Provisions that Survive Termination or Expiration of Agreement.* All rights and obligations of the City and Meadows under this Agreement shall cease as of the effective date of termination or expiration of this Agreement, except that the City's payment obligations under the paragraphs in this section shall survive such termination or expiration in accordance with their terms.

7. **Binding Effect.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective heirs, legal representatives, successors, and assigns.

8. **Complete Agreement; Waiver; Amendment.** The City and Meadows have no oral representations, understandings, or agreements with the other covering the same subject matter as this Agreement. This Agreement, together with the other agreements explicitly referenced herein or attached hereto, is the final, complete, and exclusive statement of expression of the agreement between the City and Meadows with respect to the subject matter hereof, and supersedes any and all prior, existing or contemporaneous agreements or understandings of any kind or nature between the parties, and cannot be varied, contradicted, or supplemented by evidence of any prior or contemporaneous oral or written agreements. This written Agreement may not be later modified except by a further writing signed by a duly authorized official of the City or member of the Council and Meadows, and no term of this Agreement may be waived except by a writing signed by the party waiving the benefit of such term.

9. **Indemnification.** With the exception of intentional and/or willful misconduct and actions performed by Meadows connected to his performance of any criminal act, City shall defend, hold harmless and indemnify Meadows against any tort, professional liability claims or demands or other legal action arising out of an alleged act or omission occurring in the performance of Meadows duties as Police Chief. The City may compromise and settle any claim or suit falling within its duty to indemnify Meadows under this Section, with or without Meadows approval, and shall pay the amount of any settlement or judgment rendered thereto. Meadows shall be liable to the City for any judgments, legal fees and other expenses incurred by the City in any proceeding in which Meadows is found by a Court of law to be guilty of any intentional and/or willful misconduct or neglect in the performance of his duties connected to a criminal act.

10. **Notice.** Whenever any notice is required hereunder, unless specified herein otherwise, it shall be given in writing, via certified U.S. mail, addressed as follows:

To the City:

The City of South Fulton, Georgia
Attn: City Clerk
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

With a copy to:

Emilia C. Walker, Esq.

8024 Fair Oaks Court
Jonesboro, GA 30236

With a copy to:

City Manager
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

To Meadows:

XXXXXXX

11. Severability; Headings. If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The section headings are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent of the Agreement or of any part hereof.

12. Jointly Drafted. The parties and their respective counsel have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

13. Charter Compliance. This Agreement shall be subject to compliance with all provisions of the Charter. The Charter shall control in any instances where this Agreement and the Charter are inconsistent.

14. 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, without regard for any state's principles of conflicts of laws.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as follows:

CITY OF SOUTH FULTON, GEORGIA

By: [Signature]
Odie Donald, II, City Manager

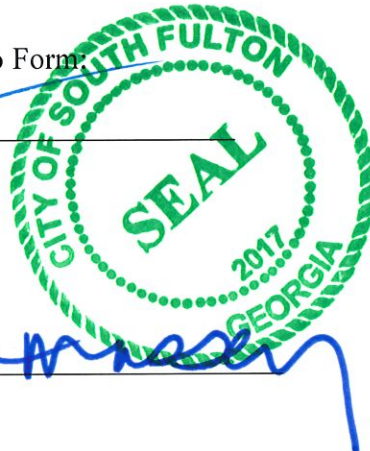
By: [Signature]
William "Bill" Edwards, City Mayor

Approved as to Form:

[Signature]
City Attorney

Attest:

[Signature]
City Clerk



ITEM# Agc 2018-024 DATE 8 / 14 / 2018

Keith Meadows: [Signature]



[Signature]
Margaret F. Fox

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

4
5 **ORDINANCE NO 2018-028**
6

7 **AN ORDINANCE AMENDING TITLE 6, HEALTH AND SANITATION, OF THE CITY**
8 **CODE OF ORDINANCES TO ADDRESS NUISANCE PROPERTIES, PROTECT**
9 **NEIGHBORING PROPERTY VALUES AND ENCOURAGE ECONOMIC**
10 **DEVELOPMENT AND FOR OTHER LAWFUL PURPOSES.**
11

12 **(Sponsored by Councilmembers Rowell, Jackson and Willis)**
13

14 **WHEREAS**, the City of South Fulton ("City") is a municipal corporation duly
15 organized and existing under the laws of the State of Georgia;
16

17 **WHEREAS**, the duly elected governing authority of the City is the Mayor and
18 Council thereof ("City Council");
19

20 **WHEREAS**, the City Council has a strong interest in growth management and
21 the promotion of health, safety, aesthetics and the general welfare of the community;
22

23 **WHEREAS**, pursuant to O.C.G.A § 41-2-1 et al. and City Charter Sections
24 1.12(b)(24) and 3.10(a), the City is authorized to abate nuisances and regulate property
25 that is detrimental to the health, sanitation, cleanliness, welfare, and safety of the
26 inhabitants of the City; and
27

28 **WHEREAS**, the City Council finds this ordinance to be in the best interests of the
29 health, safety, and general welfare of the City.
30

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

34 **Section 1:** The City of South Fulton Code of Ordinances, Title 6, Health and
35 Sanitation, is hereby amended by creating a new Chapter 3, Nuisances, which shall
36 read as follows:
37

38 **TITLE 6 – HEALTH AND SANITATION**
39

40 **CHAPTER 3 – NUISANCES**
41

42 **Sec. 6-3001. Short Title.**
43

44 This Chapter shall be known as the "City of South Fulton Nuisance Ordinance."
45

46 **Sec. 6-3002. Definitions.**

As used in this chapter, the term:

- (a) *Applicable codes* means any optional housing or abatement standard provided in O.C.G.A. title 8, chapter 2 as adopted by ordinance or operation of law, or other property-maintenance standards as adopted by ordinance or operation of law, or general nuisance law, relative to the safe use of real property; any fire or life safety code as provided for in O.C.G.A. title 25, chapter 2; and any building codes adopted by local ordinance prior to October 1, 1991, or the minimum standard codes provided in O.C.G.A. title 8, chapter 2 after October 1, 1991, provided that such building or minimum standard codes for real-property improvements shall be deemed to mean those building or minimum standard codes in existence at the time such real property improvements were constructed unless otherwise provided by law.
- (b) *Closing* means causing a dwelling, building, or structure to be vacated and secured against unauthorized entry.
- (c) *Drug crime* means an act which is a violation of O.C.G.A. title 16, chapter 13, chapter 2, known as the "Georgia Controlled Substances Act".
- (d) *Dwellings, buildings, or structures* means any building or structure or part thereof used and occupied for human habitation or commercial, industrial, or business uses, or intended to be so used, and includes any outhouses, improvements, and appurtenances belonging thereto or usually enjoyed therewith and also includes any building or structure of any design. As used in this chapter, the term "dwellings, buildings, or structures" shall not mean or include any farm, any building or structure located on a farm, or any agricultural facility or other building or structure used for the production, growing, raising, harvesting, storage, or processing of crops, livestock, poultry, or other farm products.
- (e) *Graffiti* means any inscriptions, words, figures, paintings, or other defacements that are written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of public or private property by means of any aerosol paint container, broad-tipped marker, gum label, paint stick, graffiti stick, etching equipment, brush, or other device capable of scarring or leaving a visible mark on any surface without prior authorization from the owner or occupant of the property.
- (f) *Governing authority* means the City Council of the City of South Fulton, Georgia.
- (g) *Interested party* means:
 - (1) The "owner";
 - (2) Persons in possession of said property and premises;

(3) Those parties having an interest in the property as revealed by a certification of title to the property conducted in accordance with the title standards of the State Bar of Georgia;

(4) Those parties having filed a notice in accordance with O.C.G.A. § 48-3-9; and

(5) Any other party having an interest in the property whose identity and address are reasonably ascertainable from the records of the municipality or records maintained in the county courthouse or by the clerk of court; provided, however, interested party shall not include the holder of the benefit or burden of any easement or right-of-way whose interest is properly recorded which interest shall remain unaffected.

(h) *Municipality* means the City of South Fulton, Georgia.

(i) *Owner* means the holder of the title in fee simple and every mortgagee of record.

(j) *Public authority* means any member of the governing authority, any director of a public housing authority, or any officer who is in charge of any department or branch of government (municipal, county or state) relating to health, fire, life safety, building regulations, or to other activities concerning dwellings, buildings, or structures, or use of private property within the city.

(k) *Public officer* means the city or the city manager, who is authorized to exercise the powers prescribed by chapter, and any officer, agent or employee of the city to whom the city or city manager delegates such authority.

(l) *Repair* means altering or improving a dwelling, building, or structure so as to bring the structure into compliance with the applicable codes in the jurisdiction where the property is located and the cleaning or removal of debris, trash, and other materials present and accumulated which create a health or safety hazard in or about any dwelling, building, or structure.

(m) *Resident* means any person residing in the jurisdiction where the property is located on or after the date on which the alleged nuisance arose.

Sec. 6-3003. Duty of owners, occupants and persons maintaining disorderly premises.

- a. *Owners.* It is the duty of the owner of every dwelling, building, structure, or private property within the city to construct and maintain such dwelling, building, structure, or property in conformance with state law and applicable codes in force within the city or such laws and ordinances which regulate and prohibit activities on private property and which declare it to be a public nuisance to construct or

maintain any dwelling, building, structure, or use private property in violation of such codes, laws or ordinances.

b. *Owners and occupants.* The owner and occupant of property within the city shall each be independently responsible for keeping the premises, including all buildings thereon and the full yard thereof, clean and free from all garbage, refuse, filth, dirt, ashes, trash, rubbish and other offensive materials.

c. Persons maintaining disorderly house or other premises.

1. *Citation upon written notice.* Any person, including owners, tenants, lessees, lessors, promoters, renters, business groups and/or managers, who keeps and maintains, either by themselves or with others, a common, ill-governed and disorderly house or other premises within the city, to the encouragement of gaming, drinking, illicit drug activity or other misbehavior, to the common disturbance of the neighborhood or orderly citizens, shall be guilty of an offense against the city; provided, however, before any person is charged under this paragraph, written notice shall be mailed to the owner of tax record of the property, and mailed to the property address to the attention of the "occupant," by the chief of police stating the conduct which is complained of, giving fair notice of this subsection and the conduct proscribed thereby.

2. *Citation upon oral request to cease and desist.* Any person, including owners, tenants, lessees, lessors, promoters, renters, business groups and/or managers, who allow any boisterous, noisy, drunken or riotous persons to assemble or remain in their house, apartment or upon their property, to the encouragement of gaming, drinking, illicit drug activity, or other misbehavior, to the common disturbance of the neighborhood or orderly citizens, after receiving oral notice from a police officer that boisterous, noisy, drunken or carousing activities have caused complaint and annoyance to the common disturbance of the neighborhood or orderly citizens, shall be guilty of an offense against the city; provided, however, no person shall be charged under this paragraph unless the owner or person in possession of the premises has been afforded an opportunity to cease the disturbance and/or disburse the assembly or offending person from the premises. This subsection shall not preclude a police officer from arresting any individual for criminal trespass where such individual knowingly and without authority remains on private property after being notified by the owner or lawful occupant to depart.

Sec. 6-3004. Fines and enforcement.

Any person who willfully refuses to comply with the provisions of this chapter shall be cited to appear before the municipal court and, upon conviction, shall be fined not less than \$100.00. Each day of a continued violation shall constitute a separate offense.

Sec. 6-3005. Non-exclusivity.

The city may issue citations for violations of this chapter and the city code in addition to filing a complaint in rem as provided in this chapter. Nothing in this chapter shall be construed to impair or limit in any way the power of the city to define and declare nuisances and to cause their removal or abatement by other summary proceedings.

Sec. 6-3006. Declaration of property as a public nuisance.

Any dwelling, building, structure, or private property which is not constructed or maintained as required under this section is hereby declared a public nuisance. Additionally, every dwelling, building, structure, or private property within the city which constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions on grounds that it:

- (1) is constructed or maintained in violation of state law and/or applicable codes in force within the city;
- (2) is unfit for human habitation or commercial, industrial, or business use or occupancy due to inadequate provisions for ventilation, light, air, sanitation, or open spaces;
- (3) poses an imminent harm to life or other property resulting from fire, flood, hurricane, tornado, earthquake, storm or other natural catastrophe;
- (4) is vacant and used in the commission of drug crimes;
- (5) is occupied and used repeatedly for the commission of illegal activities, including facilitating organized crime or criminal enterprises, after written notice to the owner of such activities conducted therein;
- (6) is abandoned; or
- (7) is subject to activities or land uses regularly occurring thereon that are in violation of applicable laws and ordinances, including the zoning ordinance of this city;

is hereby declared a public nuisance.

Sec. 6-3004. Powers of city manager or his designee.

- (a) In carrying out his duties pursuant to this chapter, the city manager or his designee to whom his authority is assigned shall, in addition to those powers otherwise conferred upon or delegated to him by the Charter and other ordinances of the city, be empowered to:

- (1) Investigate and inspect the condition of dwellings, buildings, structures, and private property within the city to determine those structures and property uses in violation of this chapter. Entries onto private property shall be made in a manner so as to cause the least possible inconvenience; provided, however, the public officer shall not enter into any occupied dwelling or structure without first having obtained the consent of the owner or a person in possession. In those cases where consent to entry is denied after reasonable request, the public officer may

231 apply to the municipal court for an administrative search warrant upon
232 showing probable cause that a violation exists;

233
234 (2) To retain experts including certified real estate appraisers, qualified
235 building contractors, and qualified building inspectors, engineers,
236 surveyors, accountants, and attorneys, upon need and prior approval by
237 the City Council;

238
239 (3) To appoint and fix the duties of such officers and employees of the city as
240 he deems necessary to carry out the purposes of this chapter; and

241
242 (4) To delegate any of his functions and powers under this chapter to such
243 officers, employees and agents as he may designate.

244
245 **Sec. 6-3005. Complaint in rem in municipal court; procedure; lien; appeal.**

246
247 (a) **Investigation of nuisance property.** The city or public officer may investigate
248 whether a nuisance exists upon evidence that a nuisance is being maintained
249 or whenever a request is filed with the public officer by a public authority or by
250 at least five residents of the municipality charging that any dwelling, building,
251 structure, or property is unfit for human habitation or for commercial, industrial,
252 or business use and not in compliance with applicable codes; is vacant and
253 being used in the commission of drug crimes; or constitutes an endangerment
254 to the public health or safety as a result of unsanitary or unsafe conditions, the
255 public officer may make an investigation or inspection of the specific dwelling,
256 building, structure, or property and make a written report of his findings. The
257 city shall be guided in the investigation by documenting conditions, which
258 include but are not limited to:

259
260 (1) Defects therein increasing the hazards of fire, accidents, or other
261 calamities;

262
263 (2) Lack of adequate ventilation, light, or sanitary facilities;

264
265 (3) Dilapidation;

266
267 (4) Disrepair by failure to conform to applicable codes and ordinances;

268
269 (5) Structural defects which render the structure unsafe for human habitation
270 or occupancy;

271
272 (6) Uncleanliness; or

273
274 (7) The presence of graffiti which is visible from adjoining public or private
275 property.
276

(b) **Filing of Complaint.** If the public officer's investigation or inspection identifies that any dwelling, building, structure, or property is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the public officer may cause for the filing of a complaint in rem in the municipal court of the city against the lot, tract, or parcel of real property on which such dwelling, building, or structure is situated or where such public health hazard or general nuisance exists and shall cause summons and a copy of the complaint to be served on the interested parties in such dwelling, building, or structure. The complaint shall identify the subject real property by appropriate street address and official tax map reference; identify the interested parties; state with particularity the factual basis for the action; and contain a statement of the action sought by the public officer to abate the alleged nuisance. The summons shall notify the interested parties that a hearing will be held before the municipal court at a date and time certain and at a place within the county or municipality where the property is located. Such hearing shall be held not less than 15 days nor more than 45 days after the filing of said complaint in the proper court. The interested parties shall have the right to file an answer to the complaint and to appear in person or by attorney and offer testimony at the time and place fixed for hearing.

(c) **Service of complaints and other notices.** Summons and copies of the complaint shall be served in the following manner:

- (i) *Property posting.* In all cases, a copy of the complaint and summons shall be conspicuously posted on the subject dwelling, building, structure, or property within three business days of filing of the complaint and at least 14 days prior to the date of the hearing.
- (ii) *Interested parties.* At least 14 days prior to the date of the hearing, the public officer shall mail copies of the complaint and summons by certified mail or statutory overnight delivery, return receipt requested, to all interested parties whose identities and addresses are readily ascertainable. Copies of the complaint and summons shall also be mailed by first-class mail to the property address to the attention of the occupants, if any. For interested parties whose mailing address is unknown, a notice stating the date, time, and place of the hearing shall be published in the newspaper in which the sheriff's advertisements appear in such county once a week for two consecutive weeks prior to the hearing; and
- (iii) *Lis pendens.* A notice of lis pendens shall be filed in the office of the clerk of superior court in which the dwelling, building, structure, or property is located at the time of filing the complaint in municipal court.

(iv) *Affidavit of service.* The public officer shall cause for an affidavit of service to be filed of record in the municipal court prior to the hearing showing compliance with the service requirements of this section. Such affidavit shall constitute a prima facie showing of minimum procedural due process and shall constitute sufficient proof that service was perfected.

(v) *Subsequent notices.* Orders and other filings made subsequent to service of the initial complaint shall be served in the manner provided in this section on every interested party who answers the complaint or appears at the hearing. Any interested party who fails to answer or appear at the hearing shall be deemed to have waived all further notice in the proceedings.

(c) **Determination by Court.** If, after such notice and hearing, the court determines that the dwelling, building, or structure in question is unfit for human habitation or is unfit for its current commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the court shall state, in writing, findings of fact in support of such determination and shall issue and cause to be served upon the interested parties that have answered the complaint or appeared at the hearing an order:

(1) If the repair, alteration, or improvement of the said dwelling, building, or structure can be made at a reasonable cost in relation to the present value of the dwelling, building, or structure, requiring the owner, within the time specified in the order, to repair, alter, or improve such dwelling, building, or structure so as to bring it into full compliance with the applicable codes relevant to the cited violation; and, if applicable, to secure by closing the structure so that it cannot be used in connection with the commission of drug crimes; or

(2) If the repair, alteration, or improvement of the said dwelling, building, or structure in order to bring it into full compliance with applicable codes relevant to the cited violations cannot be made at a reasonable cost in relation to the present value of the dwelling, building, or structure, requiring the owner, within the time specified in the order, to demolish and remove such dwelling, building, or structure and all debris from the property.

For purposes of this section, the court shall make its determination of reasonable cost in relation to the present value of the dwelling, building, or structure without consideration of the value of the land on which the structure is situated; provided, however, that costs of the preparation necessary to repair, alter, or improve a structure may be considered; and, provided further, that if the unsatisfactory

condition is limited solely to the presence of graffiti, the dwelling, building or structure shall not be ordered demolished or closed, but its owner may be ordered to repair the same by cleaning or removal of the graffiti. Income and financial status of the owner shall not be a factor in the court's determination. The present value of the structure and the costs of repair, alteration, or improvement may be established by affidavits of real estate appraisers with a Georgia appraiser classification as provided in O.C.G.A. title 43, chapter 39A, qualified building contractors, or qualified building inspectors without actual testimony presented. Costs of repair, alteration, or improvement of the structure shall be the cost necessary to bring the structure into compliance with the applicable codes relevant to the cited violations in force in the jurisdiction.

- (d) **Duty to comply with Order.** If the owner fails to comply with an order to repair or demolish the dwelling, building, or structure, the public officer may cause such dwelling, building, or structure to be repaired, altered, or improved or to be vacated and closed or demolished. Such abatement action shall commence within 270 days after the expiration of time specified in the order for abatement by the owner. The public officer shall cause to be posted on the main entrance of the building, dwelling, or structure a placard with the following words:

"This building is unfit for human habitation or commercial, industrial, or business use and does not comply with the applicable codes or has been ordered secured to prevent its use in connection with drug crimes or constitutes an endangerment to public health or safety as a result of unsanitary or unsafe conditions. The use or occupation of this building is prohibited and unlawful."

- (e) **Stay of time for abatement.** Any time during which such action is prohibited by a court order issued pursuant to subsection (c) of this section or any equitable relief granted by a court of competent jurisdiction shall not be counted toward the 270 days in which such abatement action shall commence.

- (e) **Salvage.** If the public officer has the structure demolished, reasonable effort shall be made to salvage reusable materials for credit against the cost of demolition. The proceeds of any moneys received from the sale of salvaged materials shall be used or applied against the cost of the demolition and removal of the structure, and proper records shall be kept showing application of sales proceeds. Any such sale of salvaged materials may be made without the necessity of public advertisement and bid. The public officer and governing authority are relieved of any and all liability resulting from or occasioned by the sale of any such salvaged materials, including, without limitation, defects in such salvaged materials.

- (f) **Lien.** The amount of the cost of demolition, including all court costs, appraisal fees, administrative costs, and all other costs necessarily associated with the abatement action, including restoration to grade of the real property after

demolition, shall be a lien against the real property upon which such cost was incurred. The lien shall attach to the real property upon the filing of a certified copy of the order requiring repair, closure, or demolition in the office of the clerk of superior court in Fulton County and shall relate back to the date of the filing of the lis pendens notice required under this chapter. The clerk of superior court shall record and index such certified copy of the order in the deed records of the county and enter the lien on the general execution docket. The lien shall be superior to all other liens on the property, except liens for taxes to which the lien shall be inferior, and shall continue in force until paid. After filing a certified copy of the order with the clerk of superior court, the public officer shall, within 90 days of the completion of repairs, demolition or closure, forward a copy of the order and a final statement of costs to the city and appropriate parties for collection and enforcement purposes.

(h) **Enforcement of lien.** It shall be the duty of the county tax commissioner or municipal tax collector or city revenue officer, who is responsible or whose duties include the collection of municipal taxes, to collect the amount of the lien in conjunction with the collection of ad valorem taxes on the property and to collect the amount of the lien as if it were a real property ad valorem tax, using all methods available for collecting real property ad valorem taxes, including specifically O.C.G.A. § 48-4-5; provided, however, that the limitation of O.C.G.A. § 48-4-78 which requires 12 months of delinquency before commencing a tax foreclosure shall not apply; provided, further, that redemption of property from the lien may be made in accordance with the provisions of O.C.G.A. §§ 48-4-80 and 48-4-81. The applicable authority may initiate enforcement of liens imposed under this section at any time following receipt of the final determination of costs from the public officer. The unpaid lien amount shall bear interest and penalties from and after the date of final determination of costs in the same amount as applicable to interest and penalties on unpaid real property ad valorem taxes. The tax commissioner shall remit the amount collected to the city. The tax commissioner may retain an amount equal to the cost of administering collection of the lien. Nothing in this Chapter shall prevent the city from foreclosing on a lien filed pursuant to this Chapter in lieu and/or in addition to collecting on the lien in conjunction with the collection of ad valorem taxes.

(j) **Alternative collection and enforcement.** The city may initiate its own collection and enforcement efforts and/or may waive and release any such lien imposed on property by agreement with the property owner(s) and/or interested parties.

(k) **Appeal.** Review of a court order requiring the repair, alteration, improvement, or demolition of a dwelling, building, or structure shall be by appeal to the superior court as provided by law.

Sec. 6-3006. Limitation of liability for code enforcement; no special duty created.

It is the intent of this chapter to protect the public health, life safety and general welfare of properties and occupiers of buildings and structures within the city in general, but not to create any special duty or relationship with any individual person or to any specified property within or without the boundaries of the city. Approval of a permit and inspection of a property shall in no manner guarantee or warrant to the owner or occupants thereof that said property has been constructed, maintained, or operated in conformance with applicable codes, laws and regulations. The city reserves the right to assert all available immunities and defenses in any action seeking to impose monetary damages upon the city, its officers, employees and agents arising out of any alleged failure or breach of duty or relationship as may now exist or hereafter be created. To the extent any federal or state law, regulation, or ordinance requires compliance as a condition precedent to the issuance of a permit, plan or design approval, inspection or other activity by the city, its officers, employees and agents, issuance of such permit, approval, or inspection shall not be deemed to constitute a waiver or estoppel of the condition precedent, and it shall remain the obligation and responsibility of the owner, his design professional(s), and contractor(s) to satisfy such legal requirements.

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

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

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

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

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

Section 5. Instruction to City Clerk. Unless vetoed, the City Clerk is hereby directed to forward a copy of this ordinance to the Chief of Police and Municipal Court Judge(s), Solicitor(s) and Public Defender(s).

The foregoing **ORDINANCE No. 2018-028**, adopted on **August 14, 2018** was offered by Councilmember **Rowell**, who moved its approval. The motion was seconded by Councilmember **Jackson**, and being put to a vote, the result was as follows:

“SECOND READING”

	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	☒	☐

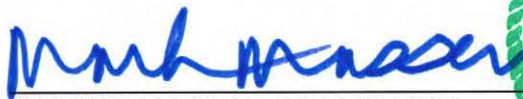
THIS ORDINANCE adopted this 14th day of August 2018. CITY OF SOUTH
FULTON, GEORGIA.

"SECOND READING"



WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:



MARK MASSEY, CITY CLERK



ITEM# Ord 2018-028 DATE 8/14/2018

APPROVED AS TO FORM:



EMILIA C. WALKER, CITY ATTORNEY

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

5 **ORDINANCE NO 2018-029**
6

7 **AN ORDINANCE TO AMEND TITLE 2, TAXATION, OF THE CITY CODE, TO**
8 **CREATE A COMMUNITY REDEVELOPMENT TAX INCENTIVE PROGRAM, TO**
9 **ENCOURAGE PROPERTY REHABILITATION AND FOR OTHER LAWFUL**
10 **PURPOSES.**
11

12 **(Sponsored by Councilwoman Rowell and Willis)**
13

14 **WHEREAS**, the City of South Fulton ("City") is an incorporated Georgia
15 municipality that is authorized to enact ordinances;
16

17 **WHEREAS**, the duly elected governing authority of the City of South Fulton,
18 Georgia is the Mayor and Council thereof ("City Council");
19

20 **WHEREAS**, the Mayor and Council have a strong interest in growth
21 management and the promotion of health, safety, aesthetics and the general welfare of
22 the community;
23

24 **WHEREAS**, Chapter 9, Section 2 Paragraph VII of the Georgia Constitution
25 recognizes that the existence in a community of real property which is maintained in a
26 blighted condition increases the burdens of state and local government by increasing
27 the need for governmental services, including but not limited to social services, public
28 safety services, and code enforcement services;
29

30 **WHEREAS**, that same provision of the Georgia Constitution recognizes that
31 rehabilitation of blighted property decreases the need for such government services;
32

33 **WHEREAS**, pursuant to O.C.G.A § 41-2-1 et al. and the City Charter Sections
34 1.12(b)(13) and 3.10(a), the City is authorized to regulate property that is detrimental to
35 the health, sanitation, cleanliness, welfare, and safety of the inhabitants of the City; and
36

37 **WHEREAS**, the City Council finds this ordinance to be in the best interests of the
38 health, safety, and general welfare of the City.
39

40 **THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS** as
41 follows:
42

43 **Section 1:** The City of South Fulton Code of Ordinances, Title 2, Taxation, is hereby
44 amended by creating a new Chapter 9, Anti-Blight Tax, which shall read as follows:
45

46 **TITLE 2 – TAXATION**

47
48 CHAPTER 9 – ANTI-BLIGHT TAX
49

50 **Sec. 2-9001. Short Title.**
51

52 This Chapter shall be known as the "City of South Fulton Anti-Blight Tax Ordinance."
53

54 **Sec. 2-9002. Purpose.**
55

56 The existence of real property which is maintained in a blighted condition increases the
57 burden of the state and local government by increasing the need for government
58 services, including but not limited to social services, public safety services, and code
59 enforcement services. Rehabilitation of blighted property decreases this need for such
60 government services.
61

62 In furtherance of its objective to eradicate conditions of slum and blight within the city,
63 this city council, in exercise of the powers granted to municipal corporations at Chapter
64 61, Urban Redevelopment, of Title 36 of the Official Code of Georgia Annotated, has
65 designated those areas of the city where conditions of slum and blight are found or are
66 likely to spread.
67

68 In recognition of the need for enhanced governmental services and in order to
69 encourage private property owners to maintain their real property and the buildings,
70 structures and improvement thereon in good condition and repair, and as an incentive to
71 encourage community redevelopment, a community redevelopment tax incentive
72 program is hereby established as authorized by Chapter IX, Section II, Paragraph VII(d)
73 of the 1983 Constitution of the State of Georgia.
74

75 **Sec. 9003. Definitions.**
76

77 (a) 'Blighted property', 'blighted', or 'blight' means any urbanized or developed
78 property which:
79

80 (1) Presents two or more of the following conditions:
81

82 (A) Uninhabitable, unsafe, or abandoned structure;
83

84 (B) Inadequate provisions for ventilation, light, air, or sanitation;
85

86 (C) An imminent harm to life or other property caused by fire, flood,
87 hurricane, tornado, earthquake, storm, or other natural catastrophe
88 respecting which the governor has declared a state of emergency
89 under the state law or has certified the need for disaster assistance
90 under federal law; provided, however, this division shall not apply to
91 property unless the relevant public agency has given notice in
92 writing to the property owner regarding specific harm caused by the

property and the owner has failed to take reasonable measures to remedy the harm;

(D) A site identified by the federal Environmental Protection Agency as a superfund site pursuant to 42 U.S.C. Section 9601, et seq., or having environmental contamination to an extent that requires remedial investigation or a feasibility study;

(E) Repeated illegal activity on the individual property of which the property owner knew or should have known; or

(F) The maintenance of the property is below state, county, or municipal codes for at least one year after written notice of the code violation to its owner; and

(2) Is conducive to ill health, transmission of disease, infant mortality, or crime in the immediate proximity of the property.

Property shall not be deemed blighted solely because of esthetic conditions.

(b) 'Building inspector' means a certified inspector possessing the requisite qualifications to determine minimal code compliance.

(c) 'Community redevelopment' means any activity, project, or service necessary or incidental to achieving the redevelopment or revitalization of a redevelopment area or portion thereof designated for redevelopment through an urban redevelopment plan or thorough local ordinances relating to the repair, closing, and demolition of buildings and structures unfit for human habitation.

(d) 'Governing authority' means the City Council of the City of South Fulton, a Georgia municipal corporation.

(e) 'Millage' or 'millage rate' means the levy, in mills, which is established by the governing authority for purposes of financing, in whole or in part, the levying jurisdiction's general fund expenses for the fiscal year.

(f) 'Person' means such individual(s), partnership, corporations, business entities and associations which return real property for ad valorem taxation or who are chargeable by law for the taxes on the property.

(g) 'Public officer' means the city or city manager or such officer or employee of the city as designated by the city or city manager to perform the duties and responsibilities hereafter set forth in this chapter.

Sec. 9005. Ad Valorem Tax Increase on Blighted Property

- 139 (a) There is hereby levied on all real property within the city which has been officially
140 identified as maintained in a blighted condition an increased ad valorem tax by
141 applying a factor of seven (7.0) to the millage rate applied to the property, so that
142 such property shall be taxed at a higher millage rate generally applied in the
143 municipality, or otherwise provided by general law; provided, however, real
144 property on which there is situated a dwelling house which is being occupied as
145 the primary residence of one or more persons shall not be subject to official
146 identification as maintained in a blighted condition and shall not be subject to
147 increased taxation.
148
- 149 (b) Such increased ad valorem tax shall be applied and reflected in the first tax bill
150 rendered following official designation of a real property as blighted.
151
- 152 (c) Revenues arising from the increased rate of ad valorem taxation shall, upon
153 receipt, be segregated by the city manager and used only for community
154 redevelopment purposes, as identified in an approved urban redevelopment
155 program, including defraying the cost of the city's program to close, repair, or
156 demolish unfit building and structures.
157

158 **Sec. 9004. Identification of Blighted Property.**
159

- 160 (a) In order for a parcel of real property to be officially designated as maintained in a
161 blighted condition and subject to increased taxation, the following steps must be
162 completed:
163
- 164 (1) An inspection must be performed on the parcel of property. In order for an
165 inspection to be performed,
166
- 167 (A) A request may be made by the public officer or by at least five
168 residents of the city for inspection of a parcel of property, said
169 inspection to be based on the criteria as delineated in ordinance, or
170
- 171 (B) The public officer may cause a survey of existing housing
172 conditions to be performed, or may refer to any such survey
173 conducted or finalized within the previous five years, to locate or
174 identify any parcels which may be in a blighted condition and for
175 which a full inspection should be conducted to determine if that
176 parcel of property meets the criteria set out in this chapter for
177 designation as being maintained in a blighted condition.
178
- 179 (2) A written inspection report of the findings for any parcel of property
180 inspected pursuant to subsection (1) above shall be prepared and
181 submitted to the public officer. Where feasible, photographs of the
182 conditions found to exist on the property on the date of inspection shall be
183 made and supplement the inspection report. Where compliance with
184 minimum construction, housing, occupancy, fire and life safety codes in

effect within the city are in question, the inspection shall be conducted by a certified inspector possessing the requisite qualifications to determine minimal code compliance.

(3) Following completion of the inspection report, the public officer shall make a determination, in writing, that a property is maintained in a blighted condition, as defined by this chapter, and is subject to increased taxation.

(4) The public officer shall cause a written notice of his determination that the real property at issue is being maintained in a blighted condition to be served upon the person(s) shown on the most recent tax digest of Fulton County as responsible for payment of ad valorem taxes assessed thereon; provided, however, where through the existence of reasonable diligence it becomes known to the public officer that real property has been sold or conveyed since publication of the most recent tax digest, written notice shall be given to the person(s) known or reasonably believed to then own the property or be chargeable with the payment of ad valorem taxes thereon, at the best address available. Service in the manner set forth at O.C.G.A. § 41-2-12 shall constitute sufficient notice to the property's owner or person chargeable with the payment of ad valorem taxes for purpose of this section, except that posting of the notice on the property will not be required.

(b) The written notice given to the person(s) chargeable with the payment of ad valorem taxes shall notify such person of the public officer's determination the real property is being maintained in a blighted condition and shall advise such person of the hours and location at which the person may inspect and obtain the public officer's determination and any supporting documentation. Persons notified that real property of which the person(s) is chargeable with the payment of ad valorem taxes shall have 30 days from the receipt of notice in which to request a hearing before the city's municipal court. Written request for hearing shall be filed with the public officer and shall be date stamped upon receipt. Upon receipt of a request for hearing, the public officer shall notify the municipal court and the building inspector or person who performed the inspection and prepared the inspection report.

(c) Within 30 days of the receipt of a request for hearing, the municipal court clerk shall set a date, time and location for the hearing and shall give at least ten business days notice to the person(s) requesting the hearing, the public officer and the building inspector or person who performed the inspection and prepared the inspection report. Notice of scheduled hearings shall be published as a legal advertisement in the Daily Reporter, or other designated legal organ in Fulton County, at least five days prior to the hearing. Hearings may be continued by the municipal court judge upon request of any party, for good cause.

(d) At the hearing, the public officer shall have the burden of demonstrating by a preponderance of the evidence that the subject property is maintained in a blighted condition, as defined by this chapter. The municipal court judge shall cause a record of the evidence submitted at the hearing to be maintained. Upon hearing from the public officer and/or their witnesses and the person(s) requesting the hearing and/or their witnesses, the judge of municipal court shall make a determination either affirming or reversing the determination of the public officer. The determination shall be in writing and copies thereof shall be served on the parties by certified mail or statutory overnight delivery. The determination by the court shall be deemed final. A copy of such determination shall also be served upon the Tax Commissioner of Fulton County, who shall include the increased tax on the next regular tax bill rendered on behalf of the city.

(e) Persons aggrieved by the determination of the court affirming the determination of the public officer may petition the Superior Court of Fulton County for a writ of certiorari within 30 days of issuance of the court's written determination.

Sec. 9006. Remediation or Redevelopment.

(a) A property owner or person(s) who is chargeable with the payment of ad valorem taxes on real property which has been officially designated pursuant to this chapter as property maintained in a blighted condition may petition the public officer to lift the designation, upon proof of compliance with the following:

(1) Completion of work required under a plan of remedial action or redevelopment approved by the city's planning and development director which addresses the conditions of blight found to exist on or within the property, including compliance with all applicable minimum codes; or

(2) Completion of work required under a municipal court abatement order entered in a proceeding brought pursuant to Title 6, Health and Sanitation, Chapter 2, Nuisances, of the city code.

(b) Before action on a petition to lift the designation, the public officer shall cause the property to be thoroughly inspected by a building inspector who, by written inspection report, shall certify that all requisite work has been performed to applicable code in a workmanlike manner, in accordance with the specifications of the plan of remedial action or redevelopment, or applicable court order. Upon finding required work to be satisfactorily performed, the public officer shall issue a written determination that the real property is no longer maintained in a blighted condition. Copies of this determination shall be served upon the person(s) chargeable with the payment of ad valorem taxes, and upon the Tax Commissioner of Fulton County.

(c) All plans for remedial action or redevelopment shall be in writing, signed by the person(s) chargeable with the payment of ad valorem taxes on the real property

and the director of the city's Community Development Service Department, and contain the following:

- (1) The plan shall be consistent with the city's comprehensive plan and all laws and ordinances governing the subject property, and shall conform to any urban redevelopment plan adopted for the area within which the property lies;
- (2) The plan shall set forth in reasonable detail the requirements for repair, closure, demolition, or restoration of existing structures, in accordance with minimal statewide codes; where structures are demolished, the plan shall include provisions for debris removal, stabilization and landscaping of the property;
- (3) On parcels of five acres or greater, the plan shall address the relationship to local objectives respecting land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements;
- (4) The plan shall contain verifiable funding sources which will be used to complete its requirements and show the feasibility thereof;
- (5) The plan shall contain a timetable for completion of required work; and
- (6) Any outstanding ad valorem taxes (state, school, county and city, including the increased tax pursuant to this chapter) and governmental liens due and payable on the property must be satisfied in full.

Sec. 9007. Decrease of Tax Rate.

- (a) Real property which has had its designation as maintained in a blighted condition removed by the public officer, as provided in this Chapter, shall be eligible for a decrease in the rate of city ad valorem taxation by applying a factor of 0.5 to the city millage rate applied to the property, so that such property shall be taxed at a lower millage rate than the millage rate generally applied in the municipality or otherwise provided by general law; such decreased rate of taxation shall be applied beginning with the next tax bill rendered following removal of official designation of a real property as blighted. The decreased rate of taxation may be given in successive years, depending on the amount of cost expended by the person(s) chargeable with payment of ad valorem taxes on the property to satisfy its remediation or redevelopment, with every \$25,000.00 or portion thereof equaling one year of tax reduction; provided, however, that no property shall be entitled to reduction in city ad valorem taxes for more than four successive years.
- (b) In order to claim entitlement for a decreased rate of taxation, the person(s) chargeable with payment of ad valorem taxes on the property shall submit a

notarized affidavit to the public officer, supported by receipts or other evidence of payment, of the amount expended.

Sec. 9008. Notice to Tax Commissioner.

It shall be the duty of the public officer to notify the Tax Commissioner of Fulton County in writing as to designation or removal of designation of a specific property as maintained in a blighted condition. Such notice shall identify the specific property by street address and tax map, block and parcel number, as assigned by the Fulton County Tax Assessor's Office. The public officer shall cooperate with the tax commissioner to assure accurate tax billing of those properties subject to increased or reduced ad valorem taxation under this chapter.

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

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

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

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

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

Section 5. *Instruction to City Clerk.* Unless vetoed, the City Clerk is hereby directed to forward a copy of this ordinance, to the City Tax Department, Chief of Police and to the Municipal Court Judge(s), Solicitor(s) and Public Defender(s).

The foregoing ORDINANCE No. **Res2018-029**, adopted on **August 14, 2018** was offered by Councilmember **Rowell**, who moved its approval. The motion was seconded by Councilmember **Jackson**, and being put to a vote, the result was as follows:

“SECOND READING”

	AYE	NAY
William “Bill” Edwards, Mayor	<u> </u>	<u> </u>
Mark Baker, Mayor Pro Tem	<u> X </u>	<u> </u>
Catherine Foster Rowell	<u> X </u>	<u> </u>
Carmalitha Lizandra Gumbs	<u> X </u>	<u> </u>
Helen Zenobia Willis	<u> X </u>	<u> </u>
Gertrude Naeema Gilyard	<u> X </u>	<u> </u>
Rosie Jackson	<u> X </u>	<u> </u>
khalid kamau	<u> X </u>	<u> </u>

THIS ORDINANCE adopted this 14th day of August 2018. CITY OF SOUTH
FULTON, GEORGIA.

"SECOND READING"



WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:



MARK MASSEY, CITY CLERK



ITEM# Ord 2018-029 DATE 8/14/2018

APPROVED AS TO FORM:



EMILIA C. WALKER, CITY ATTORNEY