

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, May 23, 2017, 5:00pm



The Honorable William “Bill” Edwards, Mayor (present)

The Honorable Catherine F. Rowell, District 1, Mayor Pro Tem (absent)

The Honorable Carmalitha Gumbs, District 2 Councilmember (present)

The Honorable Helen Z. Willis, District 3 Councilmember (absent)

The Honorable Naeema Gilyard, District 4 Councilmember (present)

The Honorable Rosie Jackson, District 5 Councilmember (present)

The Honorable khalid kamau, District 6 Councilmember (present)

The Honorable Mark Baker, District 7 Councilmember (present)

WORK SESSION MINUTES

1. Budget-
2. Retreat
3. Ambulance Services
4. Review of the May 23, 2017 Regular Meeting Agenda
5. Other discussion

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, May 23, 2017, 5:00pm

The Work Session was called to order by Mayor Edwards at 5:00pm. He acknowledged that he had a quorum and all members were present, except Mayor Pro Tem Rowell and Councilmember Willis.

The Mayor and Council began by reviewing the meeting agenda.

- a. A motion was made by Councilmember Baker and seconded by Councilmember Jackson to move agenda item related to Benefits to the Consent Agenda for approval. The motion passed unanimously.
- b. A motion was made by Councilmember Jackson and seconded by Councilmember kamau to move the agenda item related to the Tax Commissioner to the Consent Agenda for approval, as proposed by the Tax Commissioner and recommended by staff. The motion passed unanimously.
- c. A motion was made by Councilmember Jackson and seconded by Councilmember Gilyard to delay taking action on any agenda items due to the delay in receiving the agenda packets on Saturday. The motion failed. Councilmembers Jackson and Gilyard vote yea. Councilmembers Gumbs, Willis, kamau, and Baker voted no.
- d. A motion was made by Councilmember Gilyard and seconded by Councilmember Gumbs to hold the agenda item related to agreements under \$25,000.00. The motion passed unanimously.
- e. A motion was made by Councilmember Baker and seconded by Councilmember Gumbs to move the agenda item related to becoming a City of Ethics to the Consent Agenda for approval. The motion passed unanimously.
- f. A motion was made by Councilmember Gumbs and seconded by Councilmember Baker to move the agenda item related to Boards and Commissions to the Consent Agenda for approval. The motion passed unanimously.

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, May 23, 2017, 5:00pm

- g. A motion was made by Councilmember Baker and seconded by Councilmember Gumbs to hold the agenda item related to Proclamations and Letters of Commendation. The motion passed unanimously.
- h. A motion was made by Councilmember kamau and seconded by Councilmember Jackson to rescind/reconsider the motion and vote taken under motion a., and to hold the agenda item related to Benefits.
- i. A motion was made by Councilmember Gilyard and seconded by Councilmember Gumbs to hold an additional Executive Session regarding Personnel at the conclusion of the Work Session. The motion passed. Councilmembers Gumbs, Willis, Gilyard, Jackson and Baker voted yea. Councilmember kamau voted no.
- j. A motion was made by Councilmember kamau and seconded by Councilmember Gilyard to close the Work Session in order to go into Executive Session. The motion passed unanimously.
- k. A motion was made by Mayor Edwards and seconded by Councilmember kamau to enter into an Executive Session regarding Personnel.

The Work Session ended at 6:30pm, whereupon the Mayor and Council entered into an Executive Session that ended at 6:54pm.


Mark Massey, City Clerk



DIVIDER SHEET

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, May 23, 2017, 7:00pm



The Honorable William “Bill” Edwards, Mayor (present)
The Honorable Catherine F. Rowell, District 1, Mayor Pro Tem (present)
The Honorable Carmalitha Gumbs, District 2 Councilmember (present)
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)
The Honorable Mark Baker, District 7 Councilmember (present)

REGULAR MEETING MINUTES

1. Call to Order

Mayor Edwards called the meeting to order at 7:05pm, where upon the Clerk called the roll and a quorum was present.

2. Invocation

The invocation was provided by Paster Warren Henry.

3. Pledge of Allegiance

[Recited]

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, May 23, 2017, 7:00pm

4. Approval of the Consent Agenda

a. Meeting Minutes – Tuesday, May 9, 2017

Along with the meeting minutes, the following items were moved from the Regular Meeting agenda to the Consent Agenda to be considered routine by the City Council and voted upon with one motion:

- **Res2017-017 – Tax Commissioner’s item**
- **Res2017-020 – City of Ethics item**
- **Res2017-021 – City Boards and Commissions item**
- **Res2017-022 – Airport West CID item**

A motion was made by Councilmember Jackson and seconded by Councilmember Baker to approve the Consent Agenda as amended. The motion passed unanimously. Mayor Pro Tem Rowell and Councilmember Willis were not present.

5. Approval of the Regular Meeting Agenda

A motion was made by Councilmember Baker and seconded by Councilmember Gilyard to approve the Regular Meeting Agenda as amended. The motion passed unanimously. Mayor Pro Tem Rowell and Councilmember Willis were not present.

6. Proclamations and Recognitions

- a. Recognition of Langston Hughes High School students.
(Gilyard) - Presented
- b. Proclamation recognizing Reverend Dr. Greg L. Pollard’s 24th Anniversary at Enon Baptist Church. **(Edwards) - Presented**
- c. Proclamation recognizing Older Americans Month. **(Gumbs) - Presented**

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, May 23, 2017, 7:00pm

- d. Proclamation recognizing Damacia Howard Appreciation Day.
(Baker) - Presented

7. Public Comment

- a. Speakers will be granted up to two minutes each and public comment will not exceed 30 minutes. Speakers will not be allowed to yield or donate their time to other speakers.

The following sixteen (16) speakers made public comment:

- **Fairburn City Councilman James Whitmore**
- **State Senator Donzella James**
- **Ms. Denise Hamb**
- **Ms. Glenda Collins**
- **Mr. Jaceey Sebastian**
- **Ms. Judith Henson**
- **Mr. Roger Davis**
- **Mr. Shadeed Abdulsalaam**
- **Mr. Arthur “Mr. T” Tarpkin**
- **Ms. Jewel Johnson**
- **Mr. Latif Fadzal**
- **Mr. John Jones**
- **Ms. Carolyn Lisbon**
- **Ms. Brenda Moore**
- **Ms. Kelly Rambo**
- **Ms. Sunshine Martin**

8. Business

- a. Resolutions
- i. Resolution approving certain contracts for Employee Benefits **(Res2017-016); [Held]**

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, May 23, 2017, 7:00pm

- ii. Resolution approving an agreement with the Fulton County Tax Commissioner for the billing and collection of taxes **(Res2017-017); [Approved on the Consent Agenda]**
- iii. Resolution awarding building and inspection services to Charles Abbot Associates, Inc. **(Res2017-018);**

A motion was made by Councilmember Jackson and seconded by Councilmember kamau to approve the Building and Inspection Services agenda item. The motion passed unanimously. Mayor Pro Tem Rowell was not present.

- iv. Resolution permitting the City Manager to enter into agreements less than \$25,000.00 annually **(Res2017-019); [Held/Removed]**
- v. Resolution declaring the City of South Fulton's intent to be a certified City of Ethics as designated by the Georgia Municipal Association **(Res2017-020); [Approved on the Consent Agenda]**
- vi. Resolution directing the Interim City Manager to report on city boards and commissions **(Res2017-021); [Approved on the Consent Agenda]**
- vii. Resolution of the City of South Fulton consenting to expansion of Airport West Community Improvement District **(Res2017-022); [Approved on the Consent Agenda]** and,

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, May 23, 2017, 7:00pm

viii. Resolution regarding standards for issuing Proclamations and Letters of Commendation (Res2017-023). [Held]

9. Other (New) Business

Councilmember Gumbs requested an external financial audit of all County assets.

10. Mayor and City Council Comments

All Councilmembers made announcements or statements regarding activities held or upcoming in their respective districts.

11. Executive Session (CLOSED), if necessary

- a. A motion was made by Councilmember Willis and seconded by Councilmember Gumbs to close the Regular Meeting and enter into an Executive Session regarding Personnel. The motion passed unanimously. The Executive Session began at 8:54pm.**
- b. In open session, a motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Baker to close/end the Executive Session. The motion passed unanimously. The Executive Session ended at 10:15pm.**
- c. A motion was made by Councilmember kamau and seconded by Mayor Pro Tem Rowell to begin holding additional Work Sessions on the 1st and 3rd Tuesday at the 5440 FIB location at 10am, through September 30. The motion failed. Mayor Pro Tem Rowell and Councilmember**

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, May 23, 2017, 7:00pm

kamau voted yea. Councilmembers Gumbs, Willis, Gilyard, Jackson, kamau and Baker voted no.

- d. A motion was made by Councilmember kamau to begin holding additional Work Sessions on the 1st and 3rd Tuesday at the 5600 Stonewall Tell Road location at 5pm, through September 30. The motion failed for a lack of a second.**
- e. A motion was made by Councilmember Willis and seconded by Councilmember kamau to begin holding additional Work Sessions on the 1st and 3rd Tuesday at the 5440 FIB location at 5pm, with a friendly amendment by Councilmember kamau to hold them through September 30. The friendly amendment was accepted. The motion passed. All members voted yea, except Councilmember Baker who opposed.**

12. Adjournment

The Council Meeting adjourned at 10:34pm.


Mark Massey, City Clerk

City of South Fulton
City Hall
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336
404-344-6935

**AGREEMENT BETWEEN FULTON COUNTY, GEORGIA,
THE TAX COMMISSIONER OF FULTON COUNTY, GEORGIA
AND THE CITY OF SOUTH FULTON, GEORGIA FOR
THE BILLING AND COLLECTION OF TAXES**

This Agreement is entered into this 2 day of August 2017 by and between Fulton County, Georgia, a political subdivision of the State of Georgia, by and through its Board of Commissioners ("Fulton County"), the Tax Commissioner of Fulton County, Georgia ("Tax Commissioner"), and the City of South Fulton, Georgia, a municipal corporation of the State of Georgia, by and through its governing body ("City of South Fulton"), (hereinafter collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, pursuant to the laws and Constitution of the State of Georgia, the Tax Commissioner bills, processes, receives and collects ad valorem taxes levied on property existing in Fulton County; and,

WHEREAS, pursuant to the laws and Constitution of the State of Georgia and the provisions of O.C.G.A. § 48-5-359.1, subject to the approval of the Tax Commissioner, Fulton County may contract with the City of South Fulton for the purpose of billing, processing, receiving and collecting ad valorem taxes levied by and on behalf of the City of South Fulton, Georgia; and,

WHEREAS, it is in the best interests of the Parties, in order to provide the taxpayers and citizens of Fulton County and the City of South Fulton with more efficient governmental services, that this Agreement be entered into for the billing and collection of ad valorem taxes; and,

WHEREAS, pursuant to the laws and Constitution of the State of Georgia, any agreement between Fulton County and a municipality for the billing and collection of ad valorem taxes shall specify an amount to be paid by the municipality to Fulton County as compensation for such ad valorem tax billing and collection services, which amount shall substantially approximate the actual cost of such services to Fulton County; and,

WHEREAS, as payment for said ad valorem tax billing and collection services, Fulton County shall be compensated by the City of South Fulton in an amount which

substantially approximates the actual cost to Fulton County of providing said services; and,

WHEREAS, pursuant to the laws and Constitution of the State of Georgia, the Tax Commissioner is authorized to accept, receive and retain payment from the County for additional duties and responsibilities associated with such ad valorem tax billing and collection services undertaken on behalf of a municipality; and,

WHEREAS, as payment for the additional duties and responsibilities associated with such ad valorem tax billing and collection services undertaken on behalf of the City of South Fulton, the Tax Commissioner shall receive an annual one-time payment paid through or disbursed by Fulton County; and,

WHEREAS, the Parties desire to enter into this Agreement for such services according to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, it is now agreed between the Parties as follows:

Section I. Services To Be Provided.

- a) Fulton County, by and through the Board of Tax Assessors, shall receive real and personal property tax returns, as well as applications for homestead exemptions for property located within the City of South Fulton in the same manner as tax returns and homestead applications are received for property located in Fulton County. In this regard, tax returns shall be received by the Board of Tax Assessors on or before April 1 of the then current tax year, or such other date as may be established by law, and homestead exemption applications shall be received by the Board of Tax Assessors on or before April 1 of the then current tax year, or such other date as may be established by law.
- b) For each current tax year during the term of this Agreement, the City of South Fulton shall submit to the Tax Commissioner, on or before June 1 of each such current tax year, appropriate documentation setting forth the millage rate adopted by the City for such tax year. The City of South Fulton County shall also be responsible for providing maps and any other information necessary for the Fulton County Board of Assessors to establish the tax parcels within the boundaries of the City of South

Fulton and so the Fulton County Board of Assessors can provide that information to the Tax Commissioner for billing purposes.

- c) In the event that any special tax district or other ad valorem tax levy is created or instituted by the City of South Fulton, Fulton County, or the State of Georgia during the term of this Agreement, for the benefit of the City of South Fulton or any other governmental entity or governmental authority, the ad valorem tax so levied shall be calculated and included on the tax bills otherwise provided for herein.
- d) Based upon property assessments established by the Fulton County Board of Tax Assessors for each tax year during the term of this Agreement, using the millage rate provided to the Tax Commissioner pursuant to the above subsection 1(b), the Tax Commissioner shall calculate, prepare, issue, and collect consolidated tax bills and shall issue all appropriate notices as established by law. In addition, each such tax bill or notice shall indicate all interest, penalties and fees, if any, that may be due on any such tax bill. The Tax Commissioner is authorized to issue refunds from collections to taxpayers or any other entity determined by the Tax Commissioner to be entitled to such a refund.
- e) The Tax Commissioner shall assess and collect all applicable penalties, interest and fees on the City portion of such consolidated tax bills in accordance with a schedule as established by law.
- f) The City of South Fulton agrees that the collection process for City of South Fulton taxes shall remain a function of the Tax Commissioner's Office.
- g) Upon the collection of current or delinquent taxes on behalf of the City of South Fulton, the Tax Commissioner shall promptly forward such funds to the City of South Fulton, less any amounts due Fulton County as provided for at Section II of this Agreement. To the extent that the City of South Fulton fails to pay the amount invoiced by the Tax Commissioner within thirty (30) days from the invoice date for each tax parcel billed by the Tax Commissioner for the City of South Fulton, then the Tax Commissioner shall also be authorized to withhold the amount invoiced to the City of South Fulton and direct those funds to Fulton County's Finance Department so the Tax Commissioner can be provided the payment due under this Agreement.

- h) The City of South Fulton shall have access to databases, records and reports used by Tax Commissioner for the collection of taxes and fees for the City of South Fulton. The City of South Fulton shall be responsible for the costs and fees associated with obtaining access to such databases records and reports including but not limited to any costs from vendors for access to their proprietary software, equipment and/or information.

Section II. Compensation.

- a) As compensation for the ad valorem tax billing and collection services provided pursuant to this Agreement, the City of South Fulton agrees that Fulton County shall be entitled to compensation in an amount equal to one percent (1%) of all such collections by the Tax Commissioner on behalf of the City of South Fulton.
- b) The Parties agree that the Tax Commissioner shall invoice the City of South Fulton in an amount equal to one dollar (\$1.00) per tax parcel for each tax parcel billed by the Tax Commissioner pursuant to this Agreement. The City of South Fulton agrees to satisfy said invoice in full through payment to Fulton County within thirty (30) days of receipt of such invoice by the City of South Fulton.
- c) Fulton County, pursuant to O.C.G.A § 48-5-359.1 under this Agreement and for such additional duties and responsibilities in collection of City of South Fulton taxes, shall pay the Tax Commissioner an annual one-time supplemental payment equal to one dollar (\$1.00) per parcel billed for the City of South Fulton, through the payroll system, subtracting from such amount any adjustments necessary for all applicable taxes and benefits. Fulton County shall make said payment to the Tax Commissioner within thirty (30) days of the date Fulton County receives payment of the (\$1.00) per tax parcel amount invoiced by the Tax Commissioner to the City of South Fulton as further described in Subsection (b) of this Section of the Agreement.
- d) The payments made in connection with this Agreement to the Tax Commissioner shall be in addition to the regular salary paid and/or any fees paid by Fulton County to the Tax Commissioner. Any salary and/or fees received by the Tax Commissioner that are outside of this Agreement shall be unaffected by and not be adjusted in any manner as a result of any monies received pursuant to this Agreement. If Fulton

County fails to pay the amount requested by the Tax Commissioner within thirty (30) days after receiving the payment from the City of South Fulton then the Tax Commissioner shall also be authorized to withhold those amounts from the (1%) compensation paid to Fulton County by the City of South Fulton. The Tax Commissioner shall have the right to retain those funds as payment due the Tax Commissioner.

- e) The Parties further agree that the Tax Commissioner, on behalf of Fulton County shall retain for the benefit of Fulton County and shall deduct the one percent (1%) compensation owed to Fulton County provided for in this Section from all current and delinquent taxes collected on behalf of the City of South Fulton prior to the payment of such taxes over to the City of South Fulton. Unless otherwise restricted by law, Fulton County shall likewise be entitled to one percent (1%) compensation on all penalties, interest and fees collected on such taxes billed and collected on behalf of the City of South Fulton. The Parties expressly agree that this one percent (1%) compensation substantially approximates the actual cost to Fulton County for providing the ad valorem tax billing and collection services provided for in this Agreement. The Tax Commissioner shall remit promptly the one percent (1%) compensation contemplated by this agreement to the Fulton County Department of Finance, subject to the terms of Subsection (d).
- f) The Parties agree that the costs of serving any governmental agency or unit other than the City of South Fulton and Fulton County shall be the responsibility of the governmental agency or unit so served.

Section III. Delinquent Taxes.

Unless otherwise restricted by law, the Tax Commissioner shall be responsible for the collection of all delinquent City of South Fulton taxes, including any interest, penalties and fees applicable thereto, according to the terms and conditions set forth in this Agreement, or any previous agreement between the Parties for such billing and collection between the Parties, to include all delinquencies on record in the Tax Commissioner's Office records after May 1, 2017.

Section IV. Term.

- a) This Agreement shall become effective on May 1, 2017.
- b) This Agreement shall remain in effect for a term expiring on the sooner of either 1) fifty (50) years from its effective date of this Agreement or 2) the expiration of Fulton County Tax Commissioner Arthur E. Ferdinand's service in the position of Tax Commissioner for Fulton County. The term of this Agreement is further subject to the right of the City of South Fulton, the Tax Commissioner or the Board of Commissioners, as stated herein, to notify all parties to the contract of its intent to terminate services in whole or in part provided by the Tax Commissioner for the City of South Fulton. Termination of any services and/or functions shall be made by written notice to all parties to the contract not less than six (6) months in advance of the effective date of such termination.

Section V. Notice.

Any notice required or permitted under this contract shall be in writing and shall be deemed received three (3) days following deposit of same in the U.S. Mail, with adequate postage affixed, to the relevant addressee and address below:

IF TO FULTON COUNTY:

Fulton County Manager
Fulton County Government Center
141 Pryor Street, S.W.
Tenth Floor
Atlanta, GA 30303

With a copy to:

Fulton County Tax Commissioner
Fulton County Government Center
141 Pryor Street, S.W., Suite 1072
Atlanta, GA 30303

IF TO THE CITY OF SOUTH FULTON:

Mayor William Edwards
5440 Fulton Industrial Boulevard
City of South Fulton, GA 30336

Section VI. Miscellaneous Provisions.

- a) All modifications or amendments to this Agreement, if any, shall be in writing and shall be executed by the Parties in the same manner as this original Agreement.
- b) The Parties shall comply with all statutes, laws, ordinances, and regulations applicable to their respective obligations under the terms and conditions of this Agreement. This Agreement is made and entered into under the laws and Constitution of the State of Georgia, and the rights and obligations of the Parties shall be governed by and shall be construed according to the laws and Constitution of the State of Georgia.
- c) If any provision of this Agreement is found unenforceable by a court of competent jurisdiction, the unenforceability thereof shall cause the remainder of the Agreement non-binding upon the Parties.
- d) This Agreement constitutes the sole, entire and exclusive agreement between the Parties with respect to the matters discussed herein. No representation, promise, or inducement not included in the expressed terms and conditions of this Agreement shall be binding on any of the Parties.
- e) The Parties expressly acknowledge that this Agreement is made and entered into voluntarily, that the Parties have had an opportunity to fully consider the terms and conditions herein, that they have been represented by and have taken counsel from their respective attorneys concerning the terms and conditions of this Agreement, that they have completely read and do understand the terms and conditions herein, and that they have made their respective decisions to enter into this Agreement freely, voluntarily, and in their best interest.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and sealed as follows:

[SIGNATURES ON FOLLOWING PAGE]

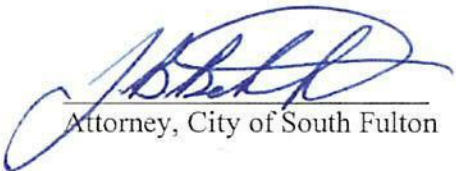
City of South Fulton, Georgia


Mayor

ATTEST:


Clerk, City of South Fulton

APPROVED AS TO FORM:


Attorney, City of South Fulton

Fulton County, Georgia



Chairman, Fulton County
Board of Commissioners


Tax Commissioner
Fulton County



Fulton County
Board of Commissioners

APPROVED AS TO FORM:


County Attorney



ITEM # 17-0585 RM 8, 2, 17
REGULAR MEETING

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION NO. 2017-018

**A RESOLUTION AWARDED BUILDING AND INSPECTION SERVICES TO
CHARLES ABBOTT ASSOCIATES, INC.**

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

WHEREAS, pursuant to Section 1.12 of the City Charter, the City is authorized to regulate and license the erection and construction of buildings;

WHEREAS, the City is charged with preserving the health, safety, and welfare of its citizens;

WHEREAS, the Governor's Commission on the City of South Fulton ("Commission") issued a Request for Proposal for Building and Inspection Services;

WHEREAS, numerous applicants submitted responses to the Request for Proposal;

WHEREAS, the Commission evaluated and scored the Request for Proposal;

WHEREAS, the Commission concluded that Charles Abbott Associates, Inc. provided a responsive proposal that was the most competitive when scored against the other applicants; and

WHEREAS, the City Council finds that the Commission conducted an appropriate process and relies on the work performed by the Commission;

BE IT HEREBY RESOLVED by the Mayor and City Council that:

1. The aforesaid recitals are not mere recitals, but are material portions of this Resolution;
2. The Interim City Manager is authorized to enter into a contract with Charles Abbott Associates, Inc. to provide building and inspection services within the City;

3. The Contract between the City and Charles Abbott Associates must be substantially similar to the terms set forth in Charles Abbott Associates's response to the Request for Proposal; and
4. The Interim City Attorney is instructed to review the contract authorized by this Resolution for compliance with this Resolution, the City Charter, and the laws of the State of Georgia.

The foregoing Resolution No. 2017-018 was offered by Councilmember Jackson, who moved its approval. The motion was seconded by Councilmember Kamau, and being put to a vote, the result was as follows:

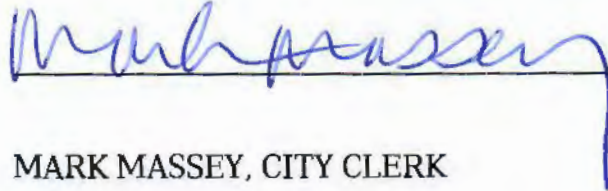
	AYE	NAY
William "Bill" Edwards, Mayor	_____	_____
Catherine Foster Rowell (Mayor Pro Tem)	_____	_____
Carmalitha Lizandra Gumbs	✓	_____
Helen Zenobia Willis	✓	_____
Gertrude Naeema Gilyard	✓	_____
Rosie Jackson	✓	_____
khalid kamau	✓	_____
Mark Baker	✓	_____

THIS RESOLUTION adopted this 23rd day of May 2017. CITY OF SOUTH FULTON,
GEORGIA



WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:



MARK MASSEY, CITY CLERK



APPROVED AS TO FORM:



Josh Belinfante
BRIAN LAKE, INTERIM CITY ATTORNEY

AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of June 2017, by and between THE CITY OF SOUTH FULTON hereinafter referred to as "City", with principal offices at 5440 Fulton Industrial Boulevard SW South Fulton, Georgia 30336 and CHARLES ABBOTT ASSOCIATES, INC., hereinafter referred to as "Consultant", with corporate offices located at 27401 Los Altos, Suite 220, Mission Viejo, CA 92691 and local offices located at One Hartsfield Center, 100 Hartsfield Centre Parkway, Suite 500, Atlanta, GA 30354.

WHEREAS, The City proposes to utilize the services of Consultant for Inspections and Plan Review services.

WHEREAS, the Consultant has represented to the City that the Consultant has the requisite qualifications and experience, and has the requisite facilities to properly perform the proposed services in a thorough, competent, professional, and workmanlike manner.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties hereto agree as follows:

SCOPE OF SERVICES

- A. Consultant will perform services and the related work described above, as per the Proposal for RFP#2017-001 issued by the City of South Fulton, attached as Exhibit A.
- B. Consultant will perform services based on directives issued by the City. Consultant will not undertake any work, which will result in costs, expenses, or fees without written permission from the City. Consultant will not further subcontract or assign said work to any other individual or company without consent of the City.
- C. The City may require Consultant to provide additional services beyond the items described above. For such services, the rates and quantities will be negotiated between the City and Consultant. If approved by the City, a written work order will be provided.

COMPENSATION

- A. Consultant will provide monthly invoices, which will itemize all permit and plan review fees taken in by the City during the period being billed. Billing will reflect the percent of fee as agreed upon per the attached proposal (Exhibit A). Additional services requested beyond the items described above, will be itemized for work performed, and related charges for that work as negotiated and agreed upon between the City and the Consultant will be invoiced to the City separate and apart from those services normally provided by the Consultant.
- B. The City will pay each such invoice within 30 days of receipt of each invoice. Consultant will provide an unconditional release for any and all amounts due upon

receiving payment from the City. The City will contact Consultant not later than 30 days of receipt of any invoice which is in dispute.

TERM

- A. This Agreement will take effect immediately upon signing by both parties and will remain in effect until September 30, 2018 with the option to extend the agreement for up to two (2) additional one (1) year fiscal periods.
- B. This Agreement may be terminated by the City without cause by giving 30 days' written notice to the Consultant. If this Agreement is terminated by the City, Consultant will be compensated for such services up to the point of termination based on the work completed to such date. Consultant may terminate this agreement by providing the City with written notice, at least 60 days in advance of such termination. If this Agreement is terminated by the Consultant, the Consultant will be compensated for services up to the point of termination, based on the work completed to such date.
- C. Consultant will perform the services under this Agreement in a skillful and competent manner and according to the standards observed by a competent practitioner of the work in which Consultant is engaged. Services provided pursuant to this Agreement will be provided in a substantial, first class, and workmanlike manner to conform to the standards of quality normally provided in the field.

INSURANCE

- A. Consultant will neither work under this Agreement until it has obtained all insurance required hereunder from a company or companies rated A or better, nor will Consultant allow any additional Sub-Consultant to commence work for any part of this agreement until all insurance required of this Agreement (as outlined below) has been obtained.
- B. Throughout the term of this Agreement, at Consultant's sole cost and expense, Consultant will keep, or cause to be kept, in full force and effect, for the mutual benefit of the City and Consultant the following insurance policies:
 - General Liability Insurance – Providing protection of \$1,000,000 per occurrence / \$2,000,000 annual aggregate against claims and liabilities for personal injury, death, or property damage arising from Consultant's activities.
 - Professional Liability Insurance – Providing protection for at least \$2,000,000 per occurrence/annual aggregate against claims and liabilities of the Consultant.
 - Automobile Liability Insurance – Providing protection for at least \$1,000,000 combined single limit.
 - Worker's Compensation Insurance – In accordance with the provisions of the laws of the State of Georgia.

All insurance required by this Agreement will be carried only with responsible insurance companies licensed to do business in the State of Georgia. General and Auto Liability policies will name the City, its officers, agents and employees as additional insured.

INDEMNIFICATION

The Consultant shall defend, indemnify and hold harmless the City, its officers, directors, employees, and agents from and against all Claims, causes of action, demands, damages, fines, fees, settlements, judgments, losses, costs, expenses, reasonable attorneys' fees, reasonable accountant fees and any other amounts that the City becomes legally obligated to the extent arising out of Consultant's or any Sub-Consultant's negligence, gross negligence or willful misconduct in the performance of its obligations under this Agreement. The City shall defend, indemnify and hold harmless the Consultant, its officers, directors, employees and agents from and against all Claims, to the extent arising out of the City's gross negligence or willful misconduct under this agreement.

NONDISCRIMINATION BY CONSULTANT

Consultant represents and agrees that Consultant does not and will not discriminate against any sub-consultant, employee, or applicant for employment because of race, religion, color, gender, handicap, or national origin. Such nondiscrimination will include, but not be limited to, the following: employment, upgrading, promotion, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

OWNERSHIP OF DOCUMENTS

Consultant agrees that all original documents, plans, reports, data and other materials developed during the course of providing the services specified in the Agreement will be the property of the City and will be provided by the Consultant to the City upon their completion.

CONSULTANT'S RECORDS

Consultant will keep records and invoices in connection with its work to be performed under this Agreement. Consultant will maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records will be clearly identifiable. Consultant will allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five years from the date of final payment under this Agreement.

ENTIRE AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto, and contains all of the covenants and agreements between the parties with respect to rendering of services described herein. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

COMPLIANCE WITH THE LAW

- A. Consultant, its employees, agents and sub-consultants shall comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Agreement. Consultant and Consultant's personnel shall also comply with all City policies and standards in effect during the performance of the Agreement, including but not limited to the City's policies and standards relating to personnel conduct, confidentiality, and ethics. Further, the provisions of O.C.G.A. § 45-10-20 *et seq.* have not and will not be violated under the terms of this Agreement.
- B. Consultant warrants and represents that it is, and will remain, in compliance with all State laws governing public contracts.

GOVERNING LAW AND VENUE

- A. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.
- B. In the event of a dispute amongst the parties, the parties agree first to try in good faith to settle the dispute by mediation administered by JAMS prior to resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties. In the event the parties are unable to resolve their dispute through mediation, Fulton County will be the venue for any legal proceedings, including arbitration, or court actions that are initiated regarding this Agreement.

BREACH OF AGREEMENT

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it will have ten days after receipt of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within ten days, the City will have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of the City to object to any default in the performance of the terms and conditions of this Agreement will not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

ATTORNEY'S FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

City of South Fulton

Charles Abbott Associates, Inc.

William "Bill" Edwards

Rusty R. Reed

Print Name

Print Name

Signature

Signature

Mayor

CEO/President

Title

Title

ATTEST:

Mark Massey
City Clerk



ITEM # Reg 2017-018 5/23/2017
REGULAR MEETING

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION NO. 2017-020

**A RESOLUTION DECLARING THE CITY OF SOUTH FULTON'S INTENT TO
BE A CERTIFIED CITY OF ETHICS AS DESIGNATED BY THE
GEORGIA MUNICIPAL ASSOCIATION**

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

WHEREAS the Board of Directors of the Georgia Municipal Association has established a Certified City of Ethics program;

WHEREAS the City wishes to be certified as a Certified City of Ethics under the GMA Program; and,

WHEREAS part of the certification process requires the Mayor and Council to subscribe to the ethics principles approved by the GMA Board;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of South Fulton that:

1. As a group and as individuals, the City Council subscribes to the following ethics principles and pledges to conduct its affairs accordingly:
 - Serve Others, Not Ourselves;
 - Use Resources With Efficiency and Economy;
 - Treat All People Fairly;
 - Use The Power of Our Position For The Well Being Of Our Constituents;
 - and
 - Create An Environment Of Honesty, Openness And Integrity.
2. The City Clerk shall notify the Georgia Municipal Association of the passage of this Resolution.

RESOLVED this 23rd day of May, 2017.

The foregoing Resolution No. 2017-020 was offered by Councilmember Jackson, who moved its approval. The motion was seconded by Councilmember Baker, and being put to a vote, the result was as follows:

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

THIS RESOLUTION adopted this 23rd day of May 2017. CITY OF SOUTH FULTON, GEORGIA

W Edwards

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

Mark Massey
Mark Massey, CITY CLERK

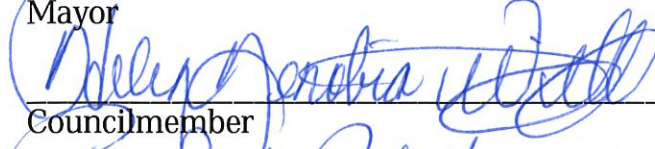


APPROVED AS TO FORM:

Josh Belinfante
Josh Belinfante, INTERIM CITY ATTORNEY



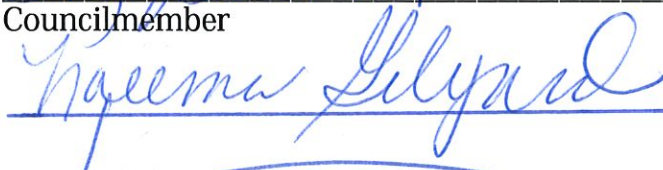
Mayor



Councilmember



Councilmember



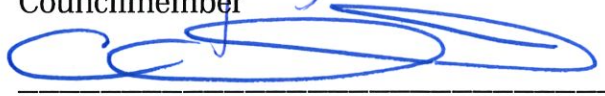
Councilmember



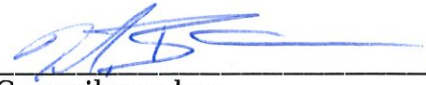
Councilmember



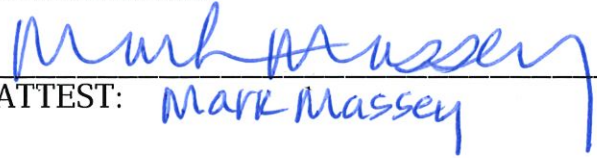
Councilmember



Councilmember



Councilmember



ATTEST: Mark Massey

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION NO. 2017-021

**A RESOLUTION DIRECTING THE INTERIM CITY MANAGER TO REPORT
ON CITY BOARDS AND COMMISSIONS**

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

WHEREAS, the City Charter mandates and authorizes the formation of City Boards and Commissions;

WHEREAS, the City Council desires to create and appoint members to such Boards and Commissions;

BE IT HEREBY RESOLVED by the Mayor and City Council that:

1. The Interim City Manager is instructed to review the City Charter and identify mandated Boards and Commissions for creation by the City Council.
2. The Interim City Manager shall also consider best practices from other Georgia municipalities and make recommendations for other Boards and Commissions.

The foregoing Resolution No. 2017-021 was offered by Councilmember Jackson, who moved its approval. The motion was seconded by Councilmember Baker, and being put to a vote, the result was as follows:

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

THIS RESOLUTION adopted this 23rd day of May 2017. CITY OF
SOUTH FULTON, GEORGIA

Bill Edwards

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

Mark Massey

Mark Massey, CITY CLERK



APPROVED AS TO FORM:

Josh Belinfante

Josh Belinfante, INTERIM CITY ATTORNEY

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION NO. 2017-022

**A RESOLUTION OF THE CITY OF SOUTH FULTON CONSENTING TO
EXPANSION OF AIRPORT WEST COMMUNITY IMPROVEMENT DISTRICT**

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

WHEREAS, pursuant to said Act, the Airport West Community Improvement District (hereinafter "CID") was created by Resolution of the Fulton County Commission, the City of Atlanta, the City of College Park, and the City of East Point in 2014, and expanded into the City of Hapeville in 2016;

WHEREAS, subsequent to the creation of the CID, the City of South Fulton (hereinafter "City") was created in a geographical area including real property within the CID, and elected a Mayor and City Council which took office May 1, 2017;

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

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

WHEREAS, the City Council has determined that the expansion of the CID would promote the provision of governmental services and facilities within said District;

WHEREAS, the City Council has determined that the expansion of the CID would be in the best interest of the citizens of the City.

BE IT HEREBY RESOLVED by the Mayor and City Council that:

1. The City of South Fulton consents to the creation of the CID and the expansion of the boundaries of the Airport West Community Improvement District as attached to this Resolution as Exhibit 1.

The foregoing Resolution No. 2017-022 was offered by Councilmember Jackson, who moved its approval. The motion was seconded by Councilmember Baker, and being put to a vote, the result was as follows:

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

THIS RESOLUTION adopted this 23rd day of May 2017. CITY OF SOUTH FULTON, GEORGIA

Bill Edwards
WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

Mark Massey
Mark Massey, CITY CLERK



APPROVED AS TO FORM:

Josh Belinfante
Josh Belinfante, INTERIM CITY ATTORNEY