

CITY OF SOUTH FULTON, GEORGIA
REGULAR COUNCIL MEETING - SOUTHWEST ARTS CENTER 915 New Hope Rd SW,
Atlanta, GA 30331
Tuesday, March 22, 2022, 4:00 PM



The Honorable khalid kamau, Mayor
The Honorable Catherine F. Rowell, District 1 Councilmember
The Honorable Carmalitha Gumbs , District 2 Councilmember
The Honorable Helen Z. Willis, District 3 Councilmember
The Honorable Jaceey Sebastian, District 4 Councilmember
The Honorable Corey A. Reeves, District 5 Councilmember
The Honorable Natasha Williams, District 6 Councilmember
Vacant, District 7 Councilmember

REGULAR COUNCIL MEETING AGENDA

- I. 4:00 p.m. Invocation- Pastor Warren L. Henry, Sr., City Chaplain
- II. 4:03 p.m. Roll Call- Corey Adams, City Clerk
- III. 4:05 p.m. Meeting Called to Order- Mayor khalid (*Times are estimates only)
- IV. 4:07 p.m. Adoption of Council Agenda
- V. 4:12 p.m. Approval of City Council Meeting Minutes
 - 1. Request Council Approval of City Council Regular Meeting Minutes from February 22, 2022 (City Clerk)
 - 2. Request Council Approval of City Council Zoning Public Hearing Minutes from March 8, 2022 (City Clerk)
- VI. 4:15 p.m. Proclamation Presentations
- VII. 4:25 p.m. COVID Update – Dr. Lynn Paxton, Fulton County Board of Health
 - 3. 4:30 p.m. First Read of An Ordinance To Repeal The City Of South Fulton's Face Coverings Or Masks Ordinance Number 2021-016 Requiring Face Covering Or Masks To Be Worn In The City While Indoors To Help Combat The Spread Of COVID-19 And For Other Purposes.
(Councilwoman Willis)

4. 4:35 p.m. Council Consideration of Override of the Mayor's Veto of Council's approval of An Emergency Ordinance Declaring A State Of Emergency In The City Of South Fulton; Providing For City Meetings To Be Held Virtually; Providing For An Effective Date And For Other Lawful Purposes.

VIII. 4:45 p.m. Public Comment

Speakers will be granted a total of two (2) minutes each and public comments will not exceed thirty (30) minutes. Speakers will not be allowed to yield or donate their time to other speakers. Speakers must identify themselves and their addresses prior to speaking. Speakers may only address the Presiding Officer, shall observe all rules of decorum. No debate, disrespect or obscenities shall be tolerated. The Presiding Officer shall rule any such individual out of order that fails to comply with the foregoing.

IX. 5:15 p.m. Consent Agenda Items

5. Mayor/Council Proclamations for Spreading on the Minutes:
Michael Render Appreciation Day (**Councilmember Baker**)
Jeff Butler Appreciation Day (**Councilmember Baker**)
Pierre "P" Thomas Appreciation Day (**Councilmember Baker**)
Odie Donald Appreciation Day (**Councilmember Baker**)
6. Request Council Approval of Board/Committee Appointments:
District 4:
Councilmember Sebastian reappoints Tisha Smith to the Public Arts Commission
Councilmember Sebastian appoints Bishop Aaron Lackey to the Street Renaming Committee.
7. Request Council confirmation of the following recorded development plats as approved by the City Engineer pursuant to Section 4.2.2.E of the Subdivision Regulations, Appendix D:
 1. Confirm the recorded re-plat for Anatole (Buildings 700, 900, 1000 & 1100) (**District 2**)
 2. Confirm the recorded re-plat for Anatole (Building 800) (**District 2**)
8. Request Council approval authorizing the City Manager and other City Officials to execute an agreement between the City of South Fulton, Georgia on behalf of the Parks, Recreation and Cultural Affairs Department and the Sandtown Youth Association for the provision of youth sports (baseball/football) at Sandtown Park (**Parks, Recreation and Cultural Affairs**)
9. Request Council approval authorizing the City Manager and other City Officials to execute an agreement between the City of South Fulton, Georgia on behalf of the Parks, Recreation and Cultural Affairs Department and Marquis Grissom Baseball Association for the provision of youth baseball training at Welcome All Park (**Parks, Recreation and Cultural Affairs**)

10. Request Council approval authorizing the City Manager and other City Officials to execute an agreement between the City of South Fulton, Georgia on behalf of the Parks, Recreation and Cultural Affairs Department and the Old National Youth Athletic Association for the provision of youth sports (baseball/football) at Old National Park (**Parks, Recreation and Cultural Affairs**)
 11. Request Council approval authorizing the City Manager and other City Officials to execute an agreement between the City of South Fulton, Georgia on behalf of Parks, Recreation and Cultural Affairs Department and the 25andOlder Inc. dba Play SSK Inc for the provision of youth and adult kickball at Welcome All Park (**Parks, Recreation and Cultural Affairs**)
 12. Request Council Approval Of A Resolution By The City Of South Fulton, Georgia, Authorizing An Agreement With Christina Sears To Serve As The City's Solicitor For Municipal Court Of The City Of South Fulton; And For Other Lawful Purposes
 13. Request Council Approval Of A Resolution Proclaiming The Month Of March As Women's History Month In The City Of South Fulton; And For Other Lawful Purposes (**Sponsored by Councilmember Gumbs**)
 14. Request Council Approval Of A Resolution Extending The Building and Infrastructure Renaming Committee To An Additional One Year; And For Other Purposes (**Sponsored by Councilperson Willis**)
 15. Request Council Approval Of A Resolution Extending The Street Renaming Task Force Committee To One Year; And For Other Purposes (**Sponsored by Councilperson Gumbs**)
- X. 5:20 p.m. Rezoning, Variance and Modification Cases (For Motion and Vote - Public Hearing held on March 8)
16. **Z21-014 and CV21-008:** Request Council approval to rezone three parcels from AG-1 and TR to O-I for the expansion of a nursing home facility. Request variances to reduce the side yard on the South property line to 30 feet, to reduce the landscape strip to 40 feet on the southeastern property corner, and to reduce the Cliftondale Landscape Buffer to 30 feet on the south property line, to allow the existing front yard parking (**District 4**)
- XI. 5:40 p.m. Agenda Items - Part One
17. **RESTORATIVE JUSTICE**
- 5:40 p.m. Second Reading of An Ordinance Amending Title 15, Criminal Offenses, Chapter 1, In General, Of The City Code, Pardoning Certain Charges Under Sec. 15-1006(A) For The Possession Of One Ounce Or Less Of Marijuana, Alleviating The Public Burden Of Future Charges Under Sec. 15-1006(A) For The Possession Of One Ounce Or Less Of Marijuana And For Other Lawful Purposes. (**Sponsored by Councilperson Mark Baker**)

18. ELECTIONS AND VOTING

5:50 p.m. 2022 Legislative Update (**Andrew Long, A. R. Long Company**)

19. 6:05 p.m. Discussion and Recommendation Regarding The Council District 7 Vacancy (**Corey Adams, City Elections and Fulton Board of Elections**)
20. 6:20 p.m. Request Council Approval Of A Resolution Honoring District 7 Boundaries Through The 2022 Special Election For District 7 (**Sponsored by Mayor khalid**)

21. FINANCE AND PROCUREMENT

6:25 p.m. Second Reading of An Ordinance To Promote Transparency In The City's Procurement Process, Ensure Accountability And Fair Competition, And For Other Lawful Purposes.

(Sponsored by Councilmember Rowell and Councilmember Reeves)

22. 6:30 p.m. Request Council Approval Of A Resolution Directing And Authorizing The City Manager To Conduct A City-wide Operational Audit Of All Departments; And For Other Lawful Purposes (**Sponsored by Mayor khalid and Councilmembers Willis, Sebastian, Rowell, Williams**)
23. 6:45 p.m. Request Council Approval Of A Resolution Of The City Of South Fulton, Georgia, To Adopt The City Of South Fulton Investment Policy; And For Other Lawful Purposes (**Sponsored by Councilmember Rowell**)

XII. 7:00 p.m. Intermission - 10 minutes

XIII. 7:10 p.m. Agenda Items - Part Two

24. ECONOMIC DEVELOPMENT

7:10 p.m. Request Council Approval Of A Resolution For The Appointment To The City Of South Fulton Development Authority And For Other Lawful Purposes - Nathan Lewis - Position 3 (**Sponsored by Mayor khalid**)

25. 7:15 p.m. Request Council Approval Of A Resolution For The Appointment To The City Of South Fulton Development Authority And For Other Lawful Purposes - Quinn Bartlett - Position 3 (**Sponsored by Councilmember Natasha Williams**)
26. 7:20 p.m. Second Reading of An Ordinance To Amend Title 6, Health And Sanitation, Chapter 5, Abandoned Shopping Carts, Of The City Of South Fulton Code Of Ordinances To Amend Regulations For The Removal Of Abandoned Shopping Carts; And For Other Purposes.
(Sponsored by Councilmembers Williams, Reeves and Rowell)

27. PUBLIC WORKS

7:25 p.m. First Reading of An Ordinance To Repeal And Replace The Current Title 6. Health And Sanitation Chapter 2 Solid Waste Ordinance Of The Code Of Ordinances Of The City Of South Fulton And For Other Lawful Purposes **(Sponsored by Councilmembers Willis, Reeves, Gumbs, Sebastian)**

28. 7:45 p.m. Request Council approval to purchase two (2) 2022 Elgin RegenX Street Sweepers for the Public Works Department utilizing a statewide contract with Environmental Product Group at a purchase cost of \$494,650 (\$247,325 per street sweeper) and execute an annual maintenance contract at a cost of \$27,600 annually (\$13,800 per street sweeper) utilizing ARPA funds in the FY22 Stormwater Budget **(Public Works)**
29. 7:50 p.m. Request Council approval authorizing staff to select 5 Seasons Mechanical, LLC as the Lowest, Most Responsible and Responsive Bidder in response to ITB 22-010 Burdett Gym CDBG Renovations and award them the Service Agreement to perform said Burdett Gym Renovations (HVAC, Plumbing & Electrical) in an amount not to exceed \$250,000.00 to be paid by grant funding through Fulton County (CDBG). **(Procurement)**
30. 7:55 p.m. Request Council approval authorizing staff to select Ecolectrics, LLC as the Lowest, Most Responsible and Responsive Proponent in response to RFP 22-001 Supply & Installation of Solar Battery at Fire Station # 6 and execute a Service Agreement with Ecolectrics, LLC to supply and install a Solar Battery at Fire Station 6 in an amount not to exceed \$123,170.00 utilizing grant funds from GEFA **(Procurement)**
31. 8:05 p.m. Second Reading of An Ordinance To Amend Section 8 Of Title 14 Of The City Of South Fulton Code Of Ordinances Known As The City Of South Fulton Tree Planting Program, For The Purpose Of Amending The Regulations For Use Of Tree Funds; And For Other Lawful Purposes. **(Sponsored by Councilmember Rowell)**

32. HUMAN RESOURCES

8:10 p.m. Request Council Approval of A Resolution Ratifying and Approving The City Manager's Recommendations For The Distribution Of American Rescue Plan Act (ARPA) Premium Pay Funds To Eligible Employees And For Other Purposes **(Sponsored by Councilmembers Helen Willis, Carmalitha Gumbs, Corey Reeves, Jacey Sebastian, and Natasha Williams)**

33. 8:15 p.m. Request Council Approval Of A Resolution Amending The City's Human Resources Policies And Procedures Manual; And For Other Lawful Purposes.(Niki Graham, Director of Human Resources)

34. 8:35 p.m. Second Reading of An Ordinance To Amend Title 1, Administration, Chapter 6, Municipal Employees, Of The Code Of Ordinances, City Of South Fulton, GA To Add Section 2-6010 Healthy Workplace And For Other Lawful Purposes.
(Sponsored by Councilmembers Williams, and Rowell, Sebastian, Reeves)
35. 8:40 p.m. First Reading Of An Ordinance To Amend Title 1, Administration, Chapter 3, Mayor and Council, Of The Code Of Ordinances Of The City Of South Fulton, Georgia Related To Decorum At Council Meetings; And For Other Lawful Purposes **(Sponsored by Councilmember Rowell)**

36. **PUBLIC SAFETY**

- 8:45 p.m. Request Council approval to execute a Letter of Intent to begin negotiations with Aaron's, Inc. for a lease extension regarding the use of the building located at 5539 Old National Highway, College Park, GA 30349 **(City Manager and Police)**
37. 8:50 p.m. First Reading Of An Ordinance Of The City Of South Fulton, Georgia, To Be Known As The Johnny Tolbert Heat Injury Ordinance; To Amend Title 11, Parks And Recreation, Chapter 6, Miscellaneous, To Require Water Vessels To Be Used In The Event Of A Heat Related Emergency; And For Other Lawful Purposes **(Sponsored by Councilmember Willis)**
38. 8:55 p.m. Second Reading Of An Ordinance To Amend Title 13 Fire Protection And Prevention, Chapter 1 Purpose And Administration, Section 13-1003 Fire Chief Of The Code Of Ordinances, City Of South Fulton, Georgia To Add Section 13-1003 (B) To Provide Authorization For The Fire Chief To Administer Oath Of Office To Firefighters Of All Ranks; And For Other Lawful Purposes.
(Sponsored by Councilmembers Willis, Gumbs, Sebastian and Williams)

XIV. 9:00 p.m. Council Comments

XV. 9:16 p.m. Executive Session, if needed

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

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

XVI. Adjournment of Meeting

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Regular Meeting Minutes from February 22, 2022 (City Clerk)

DATE: March 22, 2022

SUBJECT: Request Council Approval of City Council Regular Meeting Minutes from February 22, 2022 (City Clerk)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_RM_2022_2_22_Meeting_Draft	Cover Memo	3/22/2022

CITY OF SOUTH FULTON, GEORGIA
REGULAR COUNCIL MEETING - SOUTHWEST ARTS CENTER
Tuesday, February 22, 2022, 4:00 PM



REGULAR MEETING MINUTES

I. 4:00 pm - Invocation - Pastor Warren L. Henry, Sr., City Chaplain

Minutes:

The invocation was rendered by Pastor Warren Henry, Chaplain.

Attendee Name	Title	Status	Arrived
khalid kamau	Mayor	Present	
Catherine F. Rowell	District 1 Councilmember	Present	
Carmalitha Gumbs	District 2 Councilmember	Present	
Helen Z. Willis	District 3 Councilmember	Present	
Jaceey Sebastian	District 4 Councilmember	Present	
Corey A. Reeves	District 5 Councilmember	Present	
Natasha Williams	District 6 Councilmember	Present	
Mark Baker	District 7 Councilmember	Present	

Following the roll call by the City Clerk, a quorum was established.

II. 4:05 pm - Meeting Called to Order - Mayor khalid (*Times are estimates only)

Minutes:

The meeting was called to order by Mayor khalid kamau at 4:00 PM.

III. 4:07 pm - Adoption of Council Agenda

Minutes:

Councilmember Willis requested to add two items to the Council agenda for action: 1) Resolution Appointing Walter Jordan to South Fulton Development Authority and 2) Requesting Council approval to utilized reserve funds (fund 350) to enter into a Lighting Service Agreement with Georgia Power to install and provide lighting for the South Fulton

Tennis Center on a month-to-month basis in an amount not to exceed \$10,000.00.

Councilmember Reeves requested that an emergency procurement be added to the agenda to address the current condition of the Stacks Road over CSX Bridge resulting from vibration and soil deterioration and to authorize the City Manager and Purchasing Division to use the City's emergency procurement exception to select a vendor and negotiate and execute an agreement because of the emergency conditions that exist at Stacks Road over CSX Bridge so as to make repairs to the bridge in an amount not to exceed eight hundred thousand dollars and zero cents. (\$800,000).

Councilmember Baker requested that the following item be added to the agenda: Request Council approval of his appointment of Drew DeMan to the Street Renaming Committee.

The City Manager requested that the following item is added to the agenda: Council confirmation of the following recorded development plats as approved by the City Engineer pursuant to Section 4.2.2.E of the Subdivision Regulations, Appendix D:

1. Confirm the recorded plat for Stone Crest Estates Amenity Area (District 4).

Councilmember Rowell requested that the Public Comment portion of the meeting be moved to before the Consent Agenda and the Executive Session portion of the meeting be moved to the end of the agenda.

Motion (Approve): Councilmember Baker

Second: Councilmember Willis

[Motion Approved]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the following amendments to the agenda:

Councilmember Willis requested to add two items to the Council agenda for action: 1) Resolution Appointing Walter Jordan to South Fulton Development Authority and 2) Requesting Council approval to utilized reserve funds (fund 350) to enter into a Lighting Service Agreement with Georgia Power to install and provide lighting for the South Fulton Tennis Center on a month-to-month basis in an amount not to exceed \$10,000.00.

Councilmember Reeves requested that an emergency procurement be added to the agenda to address the current condition of the Stacks Road over CSX Bridge resulting from vibration and soil deterioration and to authorize the City Manager and Purchasing Division to use the City's emergency procurement exception to select a vendor and negotiate and execute an agreement because of the emergency conditions that exist at Stacks Road over CSX Bridge so as to make repairs to the bridge in an amount not to exceed eight hundred thousand dollars and zero cents. (\$800,000).

Councilmember Baker requested that the following item be added to the agenda: Request

Council approval of his appointment of Drew DeMan to the Street Renaming Committee.

The motion was approved unanimously.

Motion (Approve): Councilmember Williams

Second: Councilmember Gumbs

[Motion Approved]

Yea: 6 Gumbs, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 1 Baker

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to move the Public Comment portion of the meeting to before the Consent Agenda and the Executive Session portion of the meeting to the end of the agenda.

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

Motion (Approve): Councilmember Rowell

Second: Councilmember Willis

[Motion Approved]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

The City Manager requested that Council agree to add the confirmation of a revised plat for the Stone Crest Estates Amenity Area.

A motion was made to add the revised plat for the Stone Crest Estates Amenity Area to the agenda.

The motion was approved unanimously.

Motion (Approve as Amended): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the agenda as amended.

The motion was approved unanimously.

IV. 4:20 pm - Approval of City Council Meeting Minutes

Motion (Approve): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the following City Council Meeting Minutes:

Regular Meeting from January 25, 2022

Work Session Meeting from February 8, 2022

Zoning Public Hearing from February 8, 2022

The motion was approved unanimously.

1. Request Council Approval of City Council Regular Meeting Minutes from January 25, 2022 (City Clerk)
2. Request Council Approval of City Council Work Session Minutes from February 8, 2022 (City Clerk)
3. Request Council Approval of City Council Zoning Public Hearing Minutes from February 8, 2022 (City Clerk)

V. 4:25 pm - Consent Agenda Items (Items considered together with one motion and vote)

Motion (Approve as Amended): Councilmember Willis

Second: Councilmember Reeves

[Motion Approved]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the Consent Agenda - items 4-9.

The motion with amendments was approved unanimously.

Councilmember Willis requested that her name be listed as a sponsor for item 6.

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4. Mayor/Council Proclamations for Spreading on the Minutes:
Pamela Freeman Day (**Councilmembers Rowell and Willis**)
Kevin Cole Appreciation Day (**Councilmembers Rowell and Sebastian**)
Young Dolph and Mia Jaye Appreciation Day (**Councilmember Baker**)
James Prince Appreciation Day (**Councilmember Baker**)
William T. Robie, Sr. Day (**Mayor and Full Council**)
Rev. Dr. Henry L. Mason, Sr. Day (**Mayor and Full Council**)
Larry M. Dingle Day (**Mayor and Full Council**)
Gale Green Romans Day (**Mayor and Full Council**)
Pastor Wendy Smith-Martin Day (**Mayor Pro Tem Reeves**)

Minutes:

Item approved as a part of Consent Agenda.

5. Request Council Approval Of A Resolution Proclaiming The Month Of March As Black Business Month In The City, And For Other Lawful Purposes
(**Sponsored by Councilmember Gumbs**)

Minutes:

Item approved as a part of Consent Agenda.

6. Request Council Approval of A Resolution Authorizing The City To Participate In A Grant Application For A Livable Centers Initiative Study For Roosevelt Highway; To Provide Local Matching Funds In The Amount Of Forty Thousand Forty-Nine Dollars And Zero Cents (\$40,049.00); And Other Lawful Purposes

Minutes:

Item approved as a part of Consent Agenda.

7. Request Council approval of a Resolution authorizing the city to submit a grant application to the Atlanta Regional Commission (ARC) for a Livable Centers Initiative Study Update for Sandtown for the City of South Fulton and for other lawful purposes with a required match of \$20,000 to be paid from the Community Development budget (**Community Development**)

Minutes:

Item approved as a part of Consent Agenda.

8. Request Council approval of a Resolution authorizing the city to submit a grant application to the Atlanta Regional Commission (ARC) for a Community Development Assistance Program Study to conduct a housing study for the City of South Fulton and for other lawful purposes with a required match of \$10,000 to be paid from the Community Development budget (**Community Development**)

Minutes:

Item approved as a part of Consent Agenda.

9. Request Council Approval of A Resolution By The City Of South Fulton, Georgia, Authorizing The Mayor Or His Designee To Execute An Agreement With Stonewall Tell Home Builder, Inc., For The Purpose Of Accepting Funds For Right-Of-Way Improvements And Intersection Realignment At The Intersection Of Stonewall Tell Road And Campbellton Road On Behalf Of The Public Works Department; All Funds Received To Be Deposited Into The Public Works Department Budget; And For Other Purposes. (Amount of \$418,319.72) (**Community Development**)

Minutes:

Item approved as a part of Consent Agenda.

VI. 4:35 pm - Rezonings, Variance and Modification Cases (For Motion and Vote - Public Hearing held on February 8)

10. 4:35 PM - U21-006: Council to consider a special use permit for a nail salon at 3220 Butner Rd. Suite 136 (**District 2**)

Motion (Approve): Councilmember Gumbs

Second: Councilmember Willis

[Motion Approved]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve case number U21-006: a special use permit for a nail salon at 3220 Butner Rd. Suite 136.

The motion was approved unanimously.

11. 4:50 PM - **U21-007**: Council to consider a special use permit for Cosmetology salon suites. 7580 Springbox Drive (**District 4**) (**Item deferred from January 25, 2022 Meeting**)

Motion (Approve): Councilmember Sebastian

Second: Councilmember Gumbs

[Motion Approved]

Yea: 6 Gumbs, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 1 Baker

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve case number U21-007: a special use permit for Cosmetology salon suites at 7580 Springbox Drive.

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

12. 5:00 PM - **M21-007 and CV21-007:** Council to consider a modification to allow 144 townhomes instead of the previously approved 114-unit townhomes, to reduce the minimum heated floor area from 2,000 square feet to 1800 square feet, and to revise the traffic conditions. Council to consider a concurrent variance to remove portions of the berm required by the Sandtown Overlay. 0 Campbellton Rd. **(District 1) (Item deferred from the December 14, 2021 and January 25, 2022 Meeting)**

Motion (Approve w/ Conditions): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve case numbers M21-007 and CV21-007: a modification to allow 144 townhomes instead of the previously approved 114-unit townhomes, to reduce the minimum heated floor area from 2,000 square feet to 1800 square feet, and to revise the traffic conditions and a concurrent variance to remove portions of the berm required by the Sandtown Overlay. 0 Campbellton Rd. Councilmember Rowell's motion included approval of the modification and concurrent variance based upon staff's recommended conditions and a condition that no certificate of occupancy will be issued until construction of the amenities area is at least 70% complete.

The motion was approved unanimously.

VII. 5:10 pm -Agenda Items - Part One

13. 5:10 PM - Request Council Approval Of A Resolution To Rename Stonewall Tell Road In The Cities Of South Fulton And Union City To Bill Edwards Drive
(Sponsored by Mayor khalid)

Motion (Approve): Councilmember Rowell

Second: Councilmember Reeves

[Motion Not Carried]

Yea: 0

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to refer this legislation to the Street Renaming Committee for consideration.

The motion was not carried.

Motion (Deny): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A substitute motion was made to deny A Resolution To Rename Stonewall Tell Road In The Cities Of South Fulton And Union City To Bill Edwards Drive.

The motion to deny was approved unanimously.

14. 5:25 PM - First Read of An Ordinance To Amend The City Of South Fulton's Charter Article III, Organization Of Government, Selection Of Mayor Pro Tempore, Section 3.29; Article III, Organization Of Government, Election Of Mayor Pro Tempore, Section 3.11(b) And For Other Lawful Purposes
(Sponsored by Mayor khalid)

Minutes:

First Read

15. 5:30 PM - First Reading of An Ordinance To Amend Section 8 Of Title 14 Of The City Of South Fulton Code Of Ordinances Known As The City Of South Fulton Tree Planting Program, For The Purpose Of Amending The Regulations For Use Of Tree Funds; And For Other Lawful Purposes.
(Sponsored by Councilmember Rowell)

Minutes:

First Read

16. 5:35 PM - Second Read and Request Council Approval of An Ordinance Title 4, Law Enforcement, Chapter 1, In General, Of The Code Of Ordinances, City Of South Fulton, Georgia To Add Section 4-1004, Authorization For The Chief Of Police To Administer Oath Of Office For Sworn Police Officers And For Other Lawful Purposes
(Sponsored by Councilmember Willis, Councilmember Gumbs, Councilmember Sebastian, Councilmember Williams)

Motion (Approve): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis
Nay: 0
Abstain: 0
Not Voting: 0

Minutes:

A motion was made to approve An Ordinance Title 4, Law Enforcement, Chapter 1, In General, Of The Code Of Ordinances, City Of South Fulton, Georgia To Add Section 4-1004, Authorization For The Chief Of Police To Administer Oath Of Office For Sworn Police Officers.

The motion was approved unanimously.

17. 5:40 PM - First Read Of An Ordinance To Amend Title 13 Fire Protection And Prevention, Chapter 1 Purpose And Administration, Section 13-1003 Fire Chief Of The Code Of Ordinances, City Of South Fulton, Georgia To Add Section 13-1003 (B) To Provide Authorization For The Fire Chief To Administer Oath Of Office To Firefighters Of All Ranks; And For Other Lawful Purposes.
(Sponsored by Councilmembers Willis, Gumbs, Sebastian and Williams)

Minutes:

First Read

18. 5:45 PM - First Read of An Ordinance To Amend Title 6, Health And Sanitation, Chapter 5, Abandoned Shopping Carts, Of The City Of South Fulton Code Of Ordinances To Amend Regulations For The Removal Of Abandoned Shopping Carts; And For Other Purposes.
(Sponsored by Councilmembers Williams, Reeves and Rowell)

Minutes:

First Read

19. 5:50 PM - Request Council Approval of A Resolution To Direct The City Manager To Conduct A Feasibility Study To Determine How Best To Establish A Contract Compliance Program; And For Other Purposes
(Sponsored by Councilmember Reeves, Councilmember Rowell)

Motion (Approve): Councilmember Rowell

Second: Councilmember Reeves

[Motion Approved]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve A Resolution To Direct The City Manager To Conduct A Feasibility Study To Determine How Best To Establish A Contract Compliance Program.

The motion was approved unanimously.

20. 6:05 PM - First Read of An Ordinance To Promote Transparency In The City's Procurement Process, Ensure Accountability And Fair Competition, And For Other Lawful Purposes.
(Sponsored by Councilmember Rowell and Councilmember Reeves)

Minutes:

First Read

21. 6:15 PM - Request Council Approval of A Resolution To Authorize The Execution Of One Or More Lease Supplements For a Lease Under The GMA Direct Leasing Program (Supplemental Resolution for financing a 2020 Rosenbauer fire engine thru Georgia Municipal Association (GMA) at 2.11% for 7-years for an annual payment of \$83,789.61 and total cost of \$540,000 - Financing approved at December 14, 2021 Council Meeting) **(Fire)**

Motion (Approve): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis
Nay: 0
Abstain: 0
Not Voting: 0

Minutes:

A motion was made to approve A Resolution To Authorize The Execution Of One Or More Lease Supplements For a Lease Under The GMA Direct Leasing Program (Supplemental Resolution for financing a 2020 Rosenbauer fire engine thru Georgia Municipal Association (GMA) at 2.11% for 7-years for an annual payment of \$83,789.61 and total cost of \$540,000.

The motion was approved unanimously.

22. 6:25 PM - Request Council approval to finance a new Sutphen Heavy-Duty 108' Rear-Mount Aerial Ladder through Tax-Exempt Leasing Corp at 2.27% for 7-years with an annual payment of \$173,286.83 and total cost of \$1,109,962.00 utilizing funds in the Fire department's capital budget **(Fire)**

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

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis
Nay: 0
Abstain: 0
Not Voting: 0

Minutes:

A motion was made to approve the financing of a new Sutphen Heavy-Duty 108' Rear-Mount Aerial Ladder through Tax-Exempt Leasing Corp at 2.27% for 7-years with an annual payment of \$173,286.83 and a total cost of \$1,109,962.00 utilizing funds in the Fire department's capital budget.

The motion was approved unanimously.

23. 6:35 PM - Request Council approval authorizing the Mayor and other City Officials as required to sign a Project Framework Agreement (PFA) between the City of South Fulton and Georgia Department of Transportation (GDOT) for T277 (Cochran Road over Camp Creek Bridge Replacement). The PFA is required for the project since it is receiving federal funds. The PFA will need to be fully executed before the City can invoice and request reimbursements from GDOT. The overall cost of the project is \$3,184,665. The authorized funding for the design phase is \$457,802. The city is responsible for the local match, 20% (\$11,450) of which has been budgeted. **(Public Works)**

Motion (Approve): Councilmember Gumbs

Second: Councilmember Willis
[Motion Approved]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis
Nay: 0
Abstain: 0
Not Voting: 0

Minutes:

A motion was made to approve authorizing the Mayor and other City Officials as required to sign a Project Framework Agreement (PFA) between the City of South Fulton and Georgia Department of Transportation (GDOT) for T277 (Cochran Road over Camp Creek Bridge Replacement).

The motion was approved unanimously.

VIII. 6:45 pm - Intermission - Executive Session (as needed)

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

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis
Nay: 0
Abstain: 0
Not Voting: 0

Minutes:

This item was moved to the end of the meeting during the approval of the Council Agenda.

A motion was made at 8:48 PM to recess for an Executive Session to discuss Real Estate, Litigation and Personnel to begin at 9:00 PM.

The motion was approved unanimously.

Motion (Reconvene): Councilmember Baker
Second: Councilmember Gumbs
[Motion Approved]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis
Nay: 0
Abstain: 0
Not Voting: 0

Minutes:

A motion was made to reconvene from Executive Session at 9:40 PM.

IX. 7:00 pm - Public Comments

Minutes:

There were 50 people who submitted public comments as follows:

1. Harold Head, District 1: Concerned about recreation programs and when they will begin operating
2. Jewel Johnson, District 1: Opposed to zoning proposed for Stonewall Tell and Campbellton Road. Does not support one provider sanitation service
3. Yofi Dowell, District 1: Concerned about recreation programs and when they will begin operating
4. Velma Head, District 1: Expressed concern about senior fees charged for exercise classes
5. Latonya Todd: Expressed concern about senior fees charged for exercise classes
6. Drew de Man, District 7: Supports cannabis decriminalization
7. Barbara McKee, District 6: Supports regarding Stonewall Tell renaming
8. Dr. Patricia Wilson, District 3: Lives in Stonewall Manor, request street repairs
9. Joyce Jones, District 1: Expressed concern about making by former mayor
10. Pam Harris, District 1: Spoke about ethics.
11. Reshard Snellings, District 1: Expressed concern regarding the behavior of the Councilmembers from Districts 1,2,3,4 and 6
12. Mrs. CJ Hickey-Griffin, District 6: Comments regarding the Police Dept.
13. Derrick Bell, District 1: Expressed concern regarding the tennis center lighting contract for the South Fulton Tennis Center and the tennis center pro shop
14. Stanley Muhammad, District 6: Supports Mayor khalid and harmony for the City.
15. Brianna McGeehan, District 7: Supports pay increases for all employees and not just law enforcement.
16. Joyce Armster, District 6: Concerned about trucks parking at Wal-Mart and the parking lot of the former Ingles
17. Everette Horton, District 2: Expressed concern regarding the tennis center lighting contract for the South Fulton Tennis Center
18. Naeema Gilyard, District 4: Expressed numerous concerns
19. Lakisa Williams, District 7: Request the Council to consider changing the name of the city and requests improvements on the southside of the city.
20. Denise Conley, District 2: Expressed concern regarding the tennis center lighting contract for the South Fulton Tennis Center
21. Kennedi Harris, District 2: Expressed concern regarding the tennis center lighting contract for the South Fulton Tennis Center
22. De'Borah Coggins, District 6: When will the South Fulton U Academy begin?
23. Terry Brantley, District 1: Expressed concern regarding the tennis center lighting contract for the South Fulton Tennis Center
24. Dr. Aletha Cherry, District 2: Request that the Council receives parliamentary procedure training.
25. Clyde Sampson, District 5: Supports name change for Stonewall Tell Road.
26. Karen Brittian Johnson, District 1: Does not support renaming of Stonewall Tell Road.
27. Jerome Parker, District 1: Expressed concern regarding the information provided about

sanitation

28. S. McCoy, District 1: Does not support one provider sanitation service

29. Clara Turpin, District 4: Expressed concern regarding the information provided about sanitation

30. Issac Cobb, District 4: Supports name change for Stonewall Tell Road.

31. Angela Clark, District 4: Expressed concern regarding the tennis center lighting contract for the South Fulton Tennis Center

32. Luis Rodriguez, Non-resident: Provided information regarding the history of Stonewall Tell Road.

33. Beaury Talley, Non-resident: Expressed concern regarding the tennis center lighting contract for the South Fulton Tennis Center

34. Vivian Scruggs, District 1: Expressed concern regarding the tennis center lighting contract for the South Fulton Tennis Center

35. Monica Bradshaw, District 1: Expressed concern regarding the tennis center lighting contract for the South Fulton Tennis Center

36. Ryleigh Harris, District 2: Expressed concern regarding the tennis center lighting contract for the South Fulton Tennis Center

37. Euodia Harris, District 2: Expressed concern regarding the tennis center lighting contract for the South Fulton Tennis Center

38. Lisa Norris, District 2: Expressed concern regarding the tennis center lighting contract for the South Fulton Tennis Center

39. Jarvis Whatley, District 4: Expressed concern regarding the tennis center lighting contract for the South Fulton Tennis Center

40. Keishan Davis, District 3: Expressed concern regarding the tennis center lighting contract for the South Fulton Tennis Center

41. Daton Yancey, District 4: Supports Mayor khalid

42. Joseph Stalls, District 3: Expressed concern about retention ponds

43. Rose Wyatt, District 7: Expressed questions about housing assistance funds and the need for senior services

44. Kathy Ware, District 1: Expressed concern regarding the tennis center lighting contract for the South Fulton Tennis Center

45. Ron Andrews, District 3: Expressed concern regarding the tennis center lighting contract for the South Fulton Tennis Center

46. Rachael Sales, District 3: Expressed concern regarding the tennis center lighting contract for the South Fulton Tennis Center

47. Dr. I. David Daniels, District 4: Supports Healthy Workplace Bill.

48. Gregory Simpson, District 3: Expressed concern regarding the tennis center lighting contract for the South Fulton Tennis Center

49. Glenda Collins, District 5: Does not support allowing employees extra days off.

50. Torean La'Vee Hargro, District 3: Request more responsiveness from the City.

X. 7:30 pm -Agenda Items - Part Two

24. 7:30 PM - Request Council Approval Of A Resolution Amending The City Human Resources Policies And Procedures Manual; And For Other Lawful Purposes.

1. Performance Evaluation Tool for City Manager. Attorney, Judge
2. Performance Evaluation Tool for City Council

Motion (Hold): Councilmember Willis

Second: Councilmember Gumbs
[Motion Withdrawn]

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

Minutes:

A motion was made to hold the HR Policy amendments until the collective bargaining negotiations with the Fire Department are complete.

The motion was withdrawn.

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

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis
Nay: 0
Abstain: 0
Not Voting: 0

Minutes:

A motion was made to approve the Drug-Free Policy amendment to the Human Resources Manual and hold the remaining amendments.

The motion was approved unanimously.

25. 7:55 PM - First Read of An Ordinance To Amend Title 1, Administration, Chapter 6, Municipal Employees, Of The Code Of Ordinances, City Of South Fulton, GA To Add Section 2-6010 Healthy Workplace And For Other Lawful Purposes.
(Sponsored by Councilmembers Williams, and Rowell, Sebastian, Reeves)

Minutes:

First Read

26. 8:00 PM - Request Council Approval Of A Resolution To Amend The City's Holiday Schedule To Recognize KWANZAA (December 26 - January 1) As An Official City Holiday And For Other Lawful Purposes
(Sponsored by Mayor khalid and Councilman Mark Baker)

Motion (Approve): Councilmember Baker
Second:
[Motion Failed for Lack of Second]

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

Minutes:

A motion was made to approve A Resolution To Amend The City's Holiday Schedule To Recognize KWANZAA (December 26 - January 1) As An Official City Holiday.

The motion failed for the lack of a second.

27. 8:05 PM - Request Council Approval Of A Resolution To Amend The City's Holiday Schedule And Human Resources Manual To Recognize Summer Fridays (May Through August) And A Summer Break The First Full Week Of July As Wellness Days And For Other Lawful Purposes. **(Sponsored by Mayor khalid)**

Motion (Approve as Amended): Councilmember Reeves

Second: Councilmember Williams

[Motion Failed]

Yea: 3 Baker, Reeves, Williams
Nay: 4 Gumbs, Rowell, Sebastian, Willis
Abstain: 0
Not Voting: 0

Minutes:

A motion was made to approve a Resolution To Amend the City's Holiday Schedule and Human Resources Manual To Recognize Summer Fridays (May through August).

The motion failed for a lack of four affirmative votes. Councilmembers Willis, Gumbs, Rowell and Sebastian voted in opposition.

28. 8:10 PM - Request Council Approval of A Resolution Offering A One-Time, \$2,500 American Rescue Plan (ARP) Bonus To All Well and High-Performing City Of South Fulton Employees **(Sponsored by Mayor khalid)**

Motion (Postpone): Councilmember Reeves

Second:

[Motion Failed for Lack of Second]

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

Minutes:

A motion was made to postpone this legislation to correspond with parallel legislation approving the performance evaluation process.

The motion failed for a lack of a second.

Motion (Postpone): Councilmember Sebastian

Second:

[Motion Failed for Lack of Second]

Yea: 0

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to postpone this legislation and seek a source of funding.

The motion failed for a lack of a second.

Motion (Approve): Councilmember Baker

Second: Councilmember Reeves

[Motion Failed]

Yea: 2 Baker, Reeves

Nay: 5 Gumbs, Rowell, Sebastian, Williams, Willis

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve A Resolution Offering A One-Time, \$2,500 American Rescue Plan (ARP) Bonus To All Well and High-Performing City Of South Fulton Employees.

The motion failed for a lack of four affirmative votes. Councilmembers Rowell, Gumbs, Willis, Sebastian and Williams voted in opposition.

29. 8:20 PM - Council Consideration of Override of the Mayor's Veto of Council's approval of a hiring bonus for Post Certified Police to receive \$3,000 after 90 days employed with a commitment/signed agreement to stay with the City for 36 months (Approved on January 25, 2022)

Motion (Approve): Councilmember Willis

Second: Councilmember Sebastian

[Motion Approved]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to override the veto issued by the Mayor of Council's approval of a hiring bonus for Post Certified Police to receive \$3,000 after 90 days employed with a commitment/signed agreement to stay with the City for 36 months.

The motion was approved unanimously.

Motion (Previous Question): Councilmember Willis

Second: Councilmember Sebastian

[Motion Approved]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to call the previous question.

The motion was approved unanimously.

30. 8:30 PM - First Read of An Ordinance Amending Title 15, Criminal Offenses, Chapter 1, In General, Of The City Code, Pardoning Certain Charges Under Sec. 15-1006(A) For The Possession Of One Ounce Or Less Of Marijuana, Alleviating The Public Burden Of Future Charges Under Sec. 15-1006(A) For The Possession Of One Ounce Or Less Of Marijuana And For Other Lawful Purposes. **(Sponsored by Councilperson Mark Baker)**

Minutes:

First Read

31. 8:45 PM - Council Consideration of Override of the Mayor's Veto (In Part) of Council's approval of A Resolution To Express Disapproval Of Mayor khalid kamau's Recent Actions That Interfere, Disrupt and Violate The City's Charter Regarding Role Delineation Between The City Council And Mayor And For Other Lawful Purposes
(Sponsored by Councilmembers Rowell, Gumbs, Willis, Sebastian, Reeves and Williams) (Approved on January 6, 2022)

Motion (Approve): Councilmember Rowell

Second: Councilmember Willis

[Motion Approved]

Yea: 6 Gumbs, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 1 Baker

Not Voting: 0

Minutes:

A motion was made to override the veto issued in-part by the Mayor of Council's approval of A Resolution To Express Disapproval Of Mayor khalid kamau's Recent Actions That Interfere, Disrupt and Violate The City's Charter Regarding Role Delineation Between The City Council And Mayor.

The motion was approved 6-0. Councilmember Baker abstained.

Motion (Previous Question): Councilmember Williams

Second: Councilmember Reeves

[Motion Approved]

Yea: 6 Gumbs, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 1 Baker

Not Voting: 0

Minutes:

A motion was made to call the question.

The motion was approved 6-0. Councilmember Baker abstained.

32. 9:00 PM - An Emergency Ordinance Declaring A State Of Emergency In The City Of South Fulton; Providing For City Meetings To Be Held Virtually; Providing For An Effective Date And For Other Lawful Purposes.
(Sponsored by Councilmember Catherine Rowell)

Motion (Approve): Councilmember Rowell

Second: Councilmember Willis

[Motion Approved]

Yea: 6 Gumbs, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 1 Baker

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve An Emergency Ordinance Declaring A State Of Emergency In The City Of South Fulton; Providing For City Meetings To Be Held Virtually; Providing For An Effective Date.

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

Motion (Approve): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis
Nay: 0
Abstain: 0
Not Voting: 0

Minutes:

A motion was made to overrule the ruling of the chair to allow Councilmember Sebastian to speak.

The motion was approved unanimously.

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

Yea: 6 Gumbs, Reeves, Rowell, Sebastian, Williams, Willis
Nay: 1 Baker
Abstain: 0
Not Voting: 0

Minutes:

A motion was made to overrule the ruling of the chair to allow Councilmember Rowell to speak.

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

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

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis
Nay: 0
Abstain: 0
Not Voting: 0

Minutes:

A motion was made to overrule the ruling of the chair to allow Councilmembers Willis and Williams to speak.

The motion was approved unanimously.

XI. Addendum Items

33. Resolution Appointing Walter Jordan to South Fulton Development Authority

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

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0
Abstain: 0
Not Voting: 0

Minutes:

A motion was made to approve 1) Resolution Appointing Walter Jordan to South Fulton Development Authority and 2) the appointment of Drew DeMan to the Street Renaming Committee.

The motion was approved unanimously.

34. Request Council approval of appointment of Drew DeMan to the Street Renaming Committee. (Councilman Baker)

Motion (Approve): Councilmember Willis

Second: Councilmember Baker

[Motion Approved]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis
Nay: 0
Abstain: 0
Not Voting: 0

Minutes:

A motion was made to approve 1) Resolution Appointing Walter Jordan to South Fulton Development Authority and 2) the appointment of Drew DeMan to the Street Renaming Committee.

The motion was approved unanimously.

35. Request Council confirmation of the following recorded development plats as approved by the City Engineer

Motion (Approve): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis
Nay: 0
Abstain: 0
Not Voting: 0

Minutes:

A motion was made to confirm the recorded plat for Stone Crest Estates Amenity Area.

The motion was approved unanimously.

36. Request Council approval to utilize reserve funds (fund 350) to enter into a Lighting Service Agreement with Georgia Power to install and provide lighting for the South Fulton Tennis Center on a month-to-month basis in an amount not to exceed \$10,000.00.

Motion (Approve): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A request was made to approve the utilization of reserve funds (fund 350) to enter into a Lighting Service Agreement with Georgia Power to install and provide lighting for the South Fulton Tennis Center on a month-to-month basis in an amount not to exceed \$10,000.00.

The motion was approved unanimously.

37. Emergency procurement to address the current condition of the Stacks Road over CSX Bridge and other purposes

Motion (Approve): Councilmember Sebastian

Second: Councilmember Gumbs

[Motion Approved]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve an emergency procurement to address the current condition of the Stacks Road over CSX Bridge resulting from vibration and soil deterioration and to authorize the City Manager and Purchasing Division to use the City's emergency procurement exception to select a vendor and negotiate and execute an agreement because of the emergency conditions that exist at Stacks Road over CSX Bridge so as to make repairs to the bridge in an amount not to exceed eight hundred thousand dollars and zero cents. (\$800,000).

The motion was approved unanimously.

XII. 9:15 pm - Council Comments

Minutes:

Mayor:

Congratulated the students at Bear Creek and McNair Middle Schools for their successful Unity Rally.

Supported Tri-Cities High School's performance of Fella.

Announced the hiring of a Public Advocate, Ms. Jill Lindsey.

Announced "Mayor Mondays" every Monday. Go to khalidcares.com/contact or 470-809-7710.

District 1:

No comments

District 2:

Thanked residents for their attendance at the Heart of the Matter event and apologized for her absence.

District 3:

Thanks to Bishop John Battle and Regina Belle of Spreading the Word Ministries for awarding her the "Woman of the Year" Award. Also encouraged citizens to participate in the Sanitation public hearings. Encouraged citizens to contact her regarding any concerns or issues.

District 4:

Thanks, citizens for their support and patience. A District 4 legislative specialist has been hired and will be assisting with District 4 matters.

District 5:

Expressed support for his colleagues and thanked the citizens for their attendance.

District 6:

No comments

District 7:

Thanked the students and attendees from Renaissance Middle School for the Unity Rally. Aso thanked the Court Administrator for her willingness to work with the City Manager and City Attorney to decriminalize poverty in the court system and lessen the impact of fines and tickets o the poor.

XIII. 9:30 pm - Adjournment of Meeting

Motion (Adjourn): Councilmember Baker

Second: Councilmember Gumbs

[Motion Approved]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to adjourn the Regular Meeting at 9:40 PM.

The motion was approved unanimously.

38. THEMES for UPCOMING MEETINGS

MARCH

Planning, Zoning and Community Development

APRIL

Mid-Year Budget Amendment and Parks/Recreation

MAY

Public Works and Sanitation

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Zoning Public Hearing Minutes from March 8, 2022 (City Clerk)

DATE: March 22, 2022

SUBJECT: Request Council Approval of City Council Zoning Public Hearing Minutes from March 8, 2022 (City Clerk)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_ZPH_2022_3_8_Meeting_Draft	Cover Memo	3/21/2022

CITY OF SOUTH FULTON, GEORGIA
ZONING AND ALCOHOL LICENSE PUBLIC HEARINGS - BURDETT PARK
GYMNASIUM 2945 Burdett Road, South Fulton, GA 30349
Tuesday, March 8, 2022, 6:00 PM



SPECIAL CALLED MEETING MINUTES

1. 6:00 p.m. Meeting Called to Order - Mayor khalid (*Times are estimates only)

Minutes:

The Zoning Public Hearings was called to order by Mayor khalid kamau at 6:57 PM.

2. 6:01 p.m. Roll Call - Corey Adams, City Clerk

Minutes:

Attendee Name	Title	Status	Arrived
khalid kamau	Mayor	Present	
Catherine F. Rowell	District 1 Councilmember	Present	
Carmalitha Gumbs	District 2 Councilmember	Present	
Helen Z. Willis	District 3 Councilmember	Present	
Jacey Sebastian	District 4 Councilmember	Present	
Corey A. Reeves	District 5 Councilmember	Present	
Natasha Williams	District 6 Councilmember	Present	
Mark Baker	District 7 Councilmember	Present	

Following the roll call by the City Clerk, a quorum was established.

3. 6:03 p.m. Alcohol Licenses, Rezoning, Variance and Modification Cases (For Presentation and Public Hearing Only)
 1. 6:03 p.m. Public Hearing of an Alcohol License for Quickmart 3850 LLC, dba Chevron Food Mart for the retail sales of wine and malt beverages at 3850 Flat Shoals Road, Union City, GA 30291 (**Police**)

Minutes:

Item was removed from agenda to allow for proper advertising of the correct date,

time and location of the public hearing.

The item will be heard at the April 12 meeting.

2. 6:13 p.m. Public Hearing of an Alcohol License for Ziana Mart, Inc dba BP Food Mart for the retail sales of wine and malt beverages at 3805 Flat Shoals Road, Union City, GA 30291 **(Police)**

Minutes:

Item was removed from agenda to allow for proper advertising of the correct date, time and location of the public hearing.

The item will be heard at the April 12 meeting.

3. 6:23 p.m. Public Hearing of an Alcohol License for Harry and David, LLC dba Harry & David for the wholesale sales of wine at 5155 Welcome All Road, Atlanta, GA 30349 **(Police)**

Minutes:

Item was removed from agenda to allow for proper advertising of the correct date, time and location of the public hearing.

The item will be heard at the April 12 meeting.

4. 6:33 p.m. Public Hearing of an Alcohol License for AJSF Fairburn, LLC dba Shell Food Mart for the retail sales of wine and malt beverages at 7745 Spence Road, Fairburn, GA 30213 **(Police)**

Minutes:

Item was removed from agenda to allow for proper advertising of the correct date, time and location of the public hearing.

The item will be heard at the April 12 meeting.

5. 6:43 p.m. **Z21-016:** Request rezone from AG-1 to CUP for 36 single family homes. 0 West Stubbs Rd. and 3315 West Stubbs Rd. **(District 2)**

Motion (): Councilmember Gumbs

Second: Councilmember Willis

[Motion]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

Public Hearing conducted. No comments received.

A motion was made to defer zoning case Z21-016 until the April 12 meeting.

The motion was approved unanimously.

6. 6:53 p.m. **Z21-014 and CV21-008**: Request to rezone three parcels from AG-1 and TR to O-I for the expansion of a nursing home facility. Request variances to reduce the side yard on the South property line to 30 feet, to reduce the landscape strip to 40 feet on the southeastern property corner, and to reduce the Clifondale Landscape Buffer to 30 feet on the south property line, to allow the existing front yard parking **(District 4)**

Minutes:

Public Hearing held. No comments received.

Discussion conducted.

4. 7:03 p.m. Council Comments

Minutes:

Comments deferred to the Work Session agenda.

5. Executive Session, if needed

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

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

Minutes:

No Executive Session was conducted.

1. 7:20 p.m. Adjournment of Meeting

Motion (Adjourn): Councilmember Williams

Second: Councilmember Baker

[Motion Approved]

Yea: 7 Baker, Gumbs, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to adjourn the Zoning Public Hearings at 7:13 PM.

The motion was approved unanimously.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 4:30 p.m. First Read of An Ordinance To Repeal The City Of South Fulton's Face Coverings Or Masks Ordinance Number 2021-016 Requiring Face Covering Or Masks To Be Worn In The City While Indoors To Help Combat The Spread Of COVID-19

DATE: March 22, 2022

SUBJECT: 4:30 p.m. First Read of An Ordinance To Repeal The City Of South Fulton's Face Coverings Or Masks Ordinance Number 2021-016 Requiring Face Covering Or Masks To Be Worn In The City While Indoors To Help Combat The Spread Of COVID-19

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Agenda Item Summary Mask Mandate	Cover Memo	3/18/2022
2022Ord Repeal Regular Mask Ordinance Final - Copy	Cover Memo	3/18/2022

City of South Fulton Agenda Item Summary



City Council Meeting Date		Requesting Department		Council District(s) Affected	
Requested Action					
Requirements for Council Action (City specific Council policy, statute or code requirement)					
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)					
Funding Source (if applicable)					
Financial Impact (if applicable)					
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐					
Department Director Approval				Finance Director Approval	
Assistant City Manager Approval	City Attorney Approval		City Manager Approval		

AN ORDINANCE TO REPEAL THE CITY OF SOUTH FULTON'S FACE COVERING OR MASKS ORDINANCE NUMBER 2021-016 REQUIRING FACE COVERING OR MASKS TO BE WORN IN THE CITY WHILE INDOORS TO HELP COMBAT THE SPREAD OF COVID-19 AND FOR OTHER PURPOSES.

(Sponsored by Councilmember Helen Willis)

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

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

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

WHEREAS, the Center for Disease Control ("CDC") has continued to issue guidance and revise its recommendations regarding the circumstances in which individuals should wear masks to prevent potential spread to others; and

WHEREAS, the CDC has relaxed or modified its guidance and recommendations requiring individuals who are fully vaccinated or not to wear masks in public; and

WHEREAS, the City believes that the application and enforcement of its mask ordinance 2021-016 adopted on August 24, 2021 should be repealed; and

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

THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows:

- (1) **Section 1.** This Ordinance hereby repeals Ordinance Number 2021-016 that was adopted on August 24, 2021., except that the City reserves the authority to impose or require mask or facial covering inside city governmental buildings, facilities and/or events.

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

Section 5. The effective date of this Ordinance shall be upon its adoption.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 4:35 p.m. Council Consideration of Override of the Mayor's Veto of Council's approval of An Emergency Ordinance Declaring A State Of Emergency In The City Of South Fulton; Providing For City Meetings To Be Held Virtually; Providing For An Effective Date

DATE: March 22, 2022

SUBJECT: 4:35 p.m. Council Consideration of Override of the Mayor's Veto of Council's approval of An Emergency Ordinance Declaring A State Of Emergency In The City Of South Fulton; Providing For City Meetings To Be Held Virtually; Providing For An Effective Date

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Mayor Veto of ORD2022-005 Emergency Ordinance_ Virtual Meetings 3.4.2022	Cover Memo	3/18/2022
AC update 03.17.22	Cover Memo	3/18/2022



MAYOR'S VETO

Section 3.21. Submission of Ordinance to the Mayor

(a) Every ordinance, resolution, or other action adopted by the city council shall be presented to the mayor for signature within five (5) business days following the adoption of such ordinance, resolution or other action by the city council. The mayor shall have the right to veto any ordinance, resolution, or other action adopted by the city council, in accordance with the procedure set forth in this section.

(b) The mayor, within ten (10) business days following receipt of an ordinance, resolution, or other action adopted by the city council shall return it to the city clerk with or without the mayor's approval or with the mayor's veto. If an ordinance, resolution, or other action adopted by the city council has been approved by the mayor or if it is returned to the city clerk neither approved nor disapproved, it shall become law upon its return to the city clerk. However, if the mayor fails to return an ordinance, resolution, or other action adopted by the city council to the city clerk within ten (10) business days of receipt, it shall become law at 12:00 Midnight on the tenth business day after receipt. If the ordinance, resolution, or other action adopted by the city council is vetoed by the mayor, the mayor shall submit to city council, through the city clerk, the reasons for the mayor's veto. The city clerk shall record upon the ordinance the date of its delivery to and its receipt from the mayor.

(c) An ordinance, resolution, or other action adopted by the city council vetoed by the mayor shall automatically be on the agenda at the next regular meeting of the city council for reconsideration. Votes to override mayoral vetoes shall occur at regular scheduled meetings of the city council and cannot occur at a special meeting or emergency meeting. If the minimum number of councilmembers necessary to vote to override the veto are not present, the action may be continued until the next meeting at which such minimum number of councilmembers are present. The city council may override a veto by the mayor and adopt any ordinance, resolution, or other action adopted by the city council that has been vetoed by the mayor by the affirmative votes of a least five (5) councilmembers, not including the mayor.

(d) In addition, the mayor may disapprove or reduce any item or items of appropriation in any ordinance or resolution, or other action adopted by the city council. The approved part or parts of any ordinance or resolution, or other action adopted by the city council making appropriations shall become law, and the part or parts disapproved or reduced shall not become law unless subsequently passed by the city council over the mayor's veto as provided herein. The disapproved or reduce part or parts of any such ordinance or resolution, or other action adopted by the city council shall be presented to the city council as though disapproved and shall not become law unless overridden by the city council as set forth in subsection (c) of this section.

Date of Adoption: 2/22/2022 **Item Number:** ORD2022-005

Subject: **AN ORDINANCE DECLARING A STATE OF EMERGENCY IN THE CITY OF SOUTH FULTON; PROVIDING FOR CITY MEETINGS TO BE HELD VIRTUALLY; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER LAWFUL PURPOSES**

Reason for Veto: **SEE THE ATTACHED**

Date to Mayor: 2/25/2022 **Date of Veto:** 3/4/2022

Mayor's Signature: _____

Date Received by City Clerk: 3/4/2022

Date to Councilmembers: 3/4/2022

Date of next Regular Meeting of City Council: March 22, 2022

Action Taken at _____ **City Council Meeting:** _____

Corey Adams

From: khalid kamau
Sent: Friday, March 4, 2022 5:35 PM
To: Catherine Rowell; Carmalitha Gumbs; Helen Willis; Jaceey Sebastian; Corey A. Reeves; Natasha Williams; Mark Baker; Tammi Saddler Jones; Don Toms
Cc: Vincent Hyman; Corey Adams; Mayor khalid
Subject: Veto of Virtual Meetings Ordinance
Attachments: Veto of Virtual Meetings Ordinance.pdf

City Manager & Council:

Please find my veto of Ordinance 2022-005 to allow for the continuance of Virtual Meetings. My rationale is as follows:

It is hypocritical to require City of South Fulton employees to come to work in person 5 days per week, but refuse to meet in-person with our employers (the People) twice a month. A lack of meeting space is not a public health emergency.

In the absence of compelling medical data to the contrary, and in concert with the Fulton County Commission and the overwhelming majority of our fellow Fulton County cities, it is time for us to join the rest of those employed by City of South Fulton taxpayers and return to work in-person.

Those in power can kill one, two or a hundred roses — but they cannot stop the coming of Spring.



Mayor khalid
City of South Fulton, GA
470.809.7710
[Click Here to Report Issues via See.Click.Fix.](#) or Call Hotline: 470.552.4311
470.809.7721 Public Advocate
[Learn More About South Fulton](#)
Text FULTON to 33777 to sign up for the Mayor's Newsletter & Mobile Alerts.



MAYOR'S SIGNATURE PAGE

The mayor, within ten (10) business days following receipt of an ordinance, resolution, or other action adopted by the city council shall return it to the city clerk with or without the mayor's approval or with the mayor's veto. If an ordinance, resolution, or other action adopted by the city council has been approved by the mayor or if it is returned to the city clerk neither approved nor disapproved, it shall become law upon its return to the city clerk. However, if the mayor fails to return an ordinance, resolution, or other action adopted by the city council to the city clerk within ten (10) business days of receipt, it shall become law at 12:00 Midnight on the tenth business day after receipt. If the ordinance, resolution, or other action adopted by the city council is vetoed by the mayor, the mayor shall submit to city council, through the city clerk, the reasons for the mayor's veto. The city clerk shall record upon the ordinance the date of its delivery to and its receipt from the mayor.

The mayor acknowledges receipt of the noted Item listed below:

Date of Adoption: February 22, 2022 **Item Number:** ORD2022-005

Subject: AN ORDINANCE DECLARING A STATE OF EMERGENCY IN THE CITY OF SOUTH FULTON; PROVIDING FOR CITY MEETINGS TO BE HELD VIRTUALLY; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER LAWFUL PURPOSES.

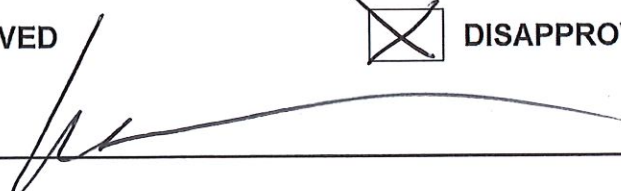
Date Received by Mayor: February 25, 2022

☐

APPROVED



DISAPPROVED

Mayor's Signature: 

Date to City Clerk: 3/4/22

AN ORDINANCE DECLARING A STATE OF EMERGENCY IN THE CITY OF SOUTH FULTON; PROVIDING FOR CITY MEETINGS TO BE HELD VIRTUALLY; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Catherine Rowell - District 1)

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

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

WHEREAS, the World Health Organization has declared the COVID-19 Virus, commonly referred to as the Coronavirus, as a world health emergency and global pandemic; and

WHEREAS, the Coronavirus has various mutations and/or variants that continue to effect vaccinated and unvaccinated individuals across the nation, including Georgia and its surrounding counties and cities; and

WHEREAS, the Centers of Disease Control ("CDC") and the Georgia Department of Public Health ("DPH") collects, analyzes and tracks Covid-19 data in various categories, e.g., confirmed cases, hospitalizations, deaths by race and ethnicity,

WHEREAS, it is known that the COVID-19 Virus and its variants can have a disproportionate impact on certain races and ages than other race or age groups; and

WHEREAS, the global pandemic caused by the spread of COVID-19 persists with the new Omicron variant of the virus currently infecting Georgians; and

WHEREAS, according to the Georgia Department of Public Health, a large portion of Georgians are not fully vaccinated; and

WHEREAS, it is essential for the City to continue to act in order to minimize the spread of COVID-19 and its variants so as to prevent or minimize sickness, injury, or death, to people and damage to property resulting from this continued public health crisis;

WHEREAS, the City is authorized to declare an emergency and take measures to protect the life, health, property, or public peace of its citizens pursuant to Section 3.18 of its Charter; and

WHEREAS, O.C.G.A. §38-3-28 provides the City with the authority to make, amend, and rescind such orders, rules and regulations as necessary for emergency

management purposes to preserve the health, safety and welfare of the residents of the City; and

WHEREAS, the Open Meetings Act, O.C.G.A. § 51-14-1 *et seq*, allows public agencies, such as the City, to conduct their meetings, via, teleconference in the event of an emergency; and

WHEREAS, the COVID-19 pandemic constitutes an emergency within the meaning of the Open Meetings Act; and

WHEREAS, The state of Georgia Governor's executive order declaring a Public Health State of Emergency which provided for City Meetings to be conducted virtually has expired; and

WHEREAS, the City adopted an emergency ordinance on [date] which remained in effect for only 25 days; and

WHEREAS, the City Council desires to adopt this emergency ordinance to continue to provide for City Meetings to remain virtual to aid in the prevention and the potential spread of the COVID-19 and its variants (e.g., Omicron) at City meetings, which are staffed and attended by its elected officials, employees and citizens; and

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

THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows:

Section 1. Declaration of Emergency. The City Council hereby declares that a public health state of emergency remains in the City of South Fulton due to the pandemic.

Section 2. City Meetings. All meetings of any Board, Commission, Authority, or the City Council shall continue to be held by virtual means, to include the use of the Zoom platform with concurrent live streaming of the proceedings on YouTube. Public comments will be received through Zoom in addition to written comments submitted to the City as provided on the City's website. In all other respects, the meetings will be conducted as though they were in person and held at City Hall.

Section 3. Effective Date. This Ordinance shall take effect upon passage by the City Council and shall expire by its own terms 30 days after its adoption, unless extended by further action of the City Council.

Section 4. It is hereby declared to be the intention of the City 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, 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 5. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 6. The City Attorney, City Clerk are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

[signatures and voting tabulations appear on the following page]

khalid kamau, Mayor
Carmalitha Gumbs
Catherine Foster Rowell
Helen Zenobia Willis, Mayor Pro Tem
Jaceey Sebastian
Corey Reeves
Natasha Williams
Mark Baker

NAY

X
X
X
X
X
X

X

CITY OF SOUTH FULTON, GEORGIA

ATTEST:

APPROVED AS TO FORM:

 2/24/22
VINCENT D. HYMAN, CITY ATTORNEY

AREA COMMAND & INCIDENT COMMAND COVID-19 EXECUTIVE BRIEFING

March 17th, 2022





SITUATION UPDATE



Sit Rep Changes – Donnie Reece



Update from Grady – Matt Hicks



Update from Fulton County PIO – Jessica Corbitt

EPI Report – 03/16/22

DISTRIBUTION OF COVID-19 CASES BY REGION

New cases: 46% of the new COVID-19 cases in the past 2 weeks occurred in Atlanta while 38% and 14% occurred in the Northern and Southern regions of the county respectively.

Fulton Region	% Cumulative count	% New cases*
Atlanta	43.0%	45.5%
North ¹	32.5%	38.4%
South ²	21.8%	13.7%
Unincorporated/Unknown	2.7%	2.4%

¹Includes all Fulton County cities north of Atlanta (Alpharetta, Johns Creek, Milton, Mountain Park, Roswell, Sandy Springs.) ²Includes all cities south of Atlanta (Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Palmetto, South Fulton, and Union City) *New cases: Cases diagnosed in the past 2 weeks only (between 2/24/22 – 3/9/22).

In the recent two week reporting period (2/24-3/9), there were fewer new cases of COVID-19 in Fulton County than the previous two weeks (2/10-2/23).



*Delayed a week to account for testing results turnaround time.

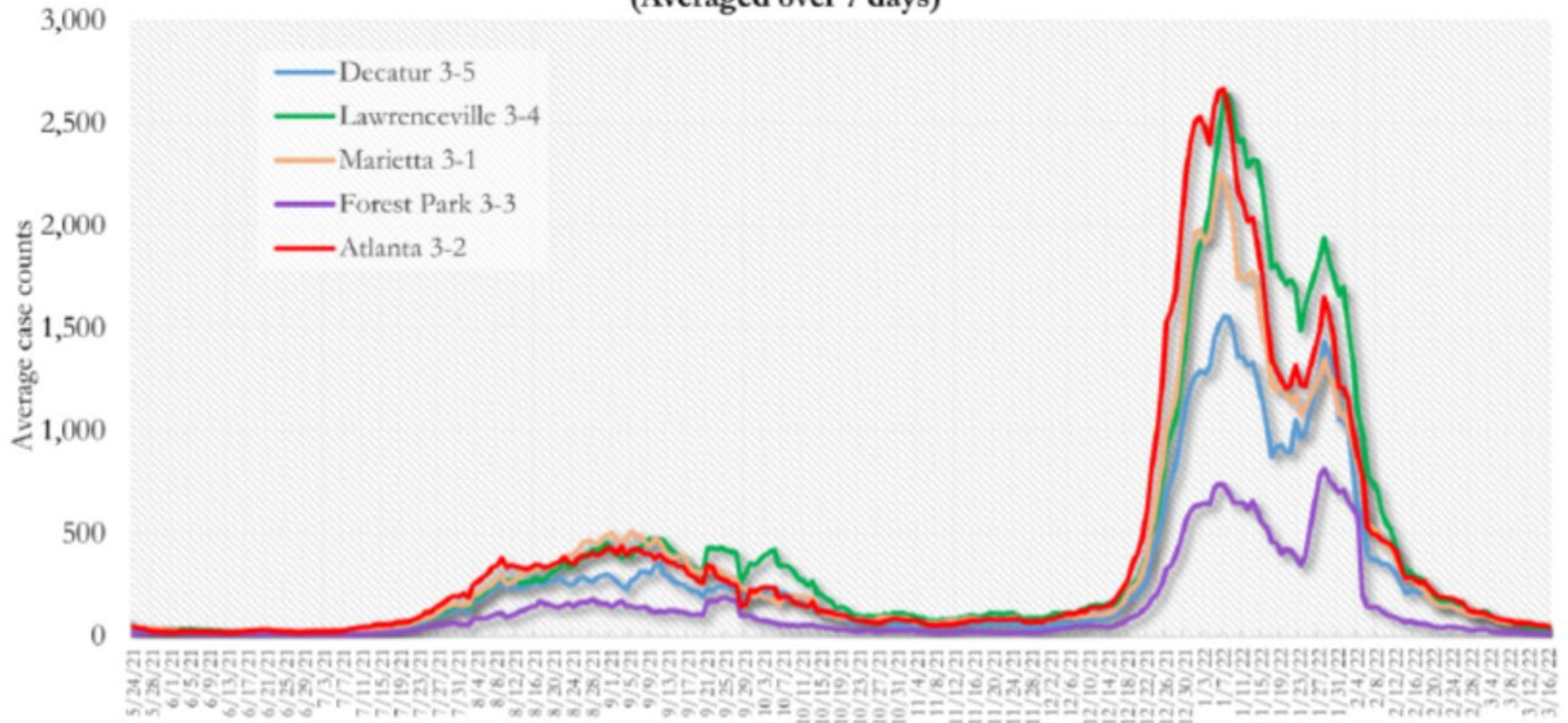
Page 1 | Wednesday, March 16, 2022

COVID-19 CASE COUNTS AND RATES BY CITY

	Recent 14-day reporting period ¹ 2/24-3/9	Preceding 14-day reporting period 2/10-2/23	% Change from preceding 14 days (%) ²	14-Day Incidence Rate ³
Alpharetta	53	173	↓ 69.4%	80.5
Atlanta	309	541	↓ 42.9%	67.4
Chattahoochee Hills	<10	<10	↑ 66.7%	169.5
College Park	13	<10	↑ 160.0%	100.8
East Point	15	41	↓ 63.4%	39.1
Fairburn	<10	10	↓ 50.0%	30.3
Hapeville	<10	11	↓ 72.7%	45.8
Johns Creek	54	146	↓ 63.0%	65.5
Milton	14	62	↓ 77.4%	33.9
Mountain Park	<10	<10	-	171.5 ⁴
Palmetto	<10	<10	↓ 80.0%	25.4
Roswell	54	142	↓ 62.0%	58.2
Sandy Springs	85	153	↓ 44.4%	78.6
South Fulton	42	84	↓ 50.0%	39.1
Union City	<10	22	↓ 59.1%	33.5
Unknown		27	-	-

COVID-19 CASE TRENDS IN FULTON AND SURROUNDING DISTRICTS

**Fig. 14. Daily Case Counts for Atlanta Metro Districts
(Averaged over 7 days)**



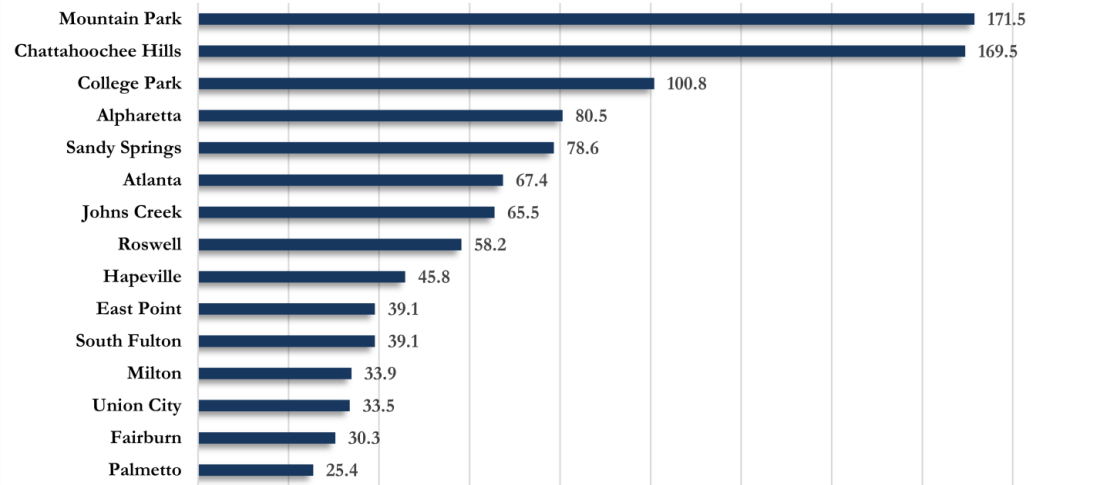


EPI Report – 03/16/22



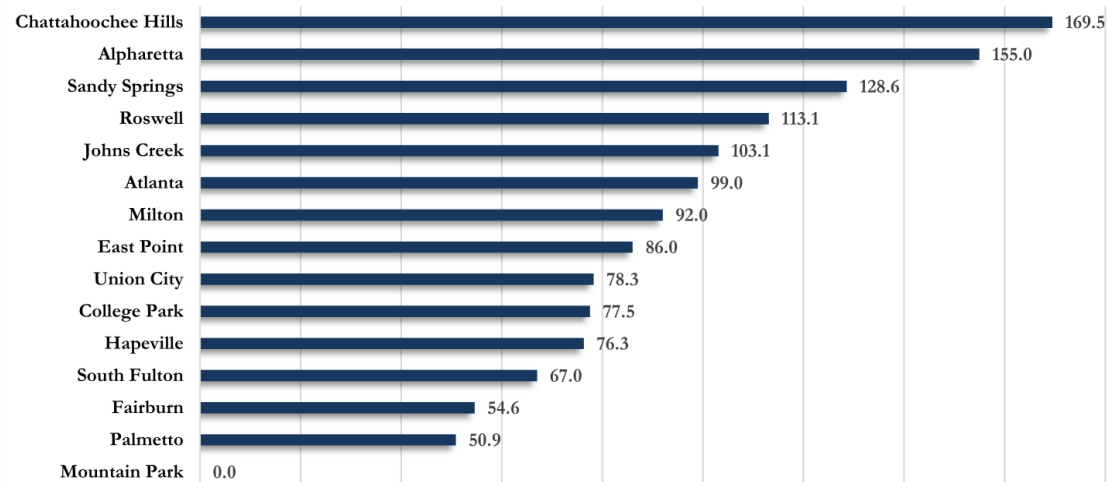
Wednesday, March 16, 2022

Fig. 8. Incidence Rates by Fulton City for Recent 14-day Reporting Period



Wednesday, March 9, 2022

Fig. 8. Incidence Rates by Fulton City for Recent 14-day Reporting Period



EPI Report – 03/16/22

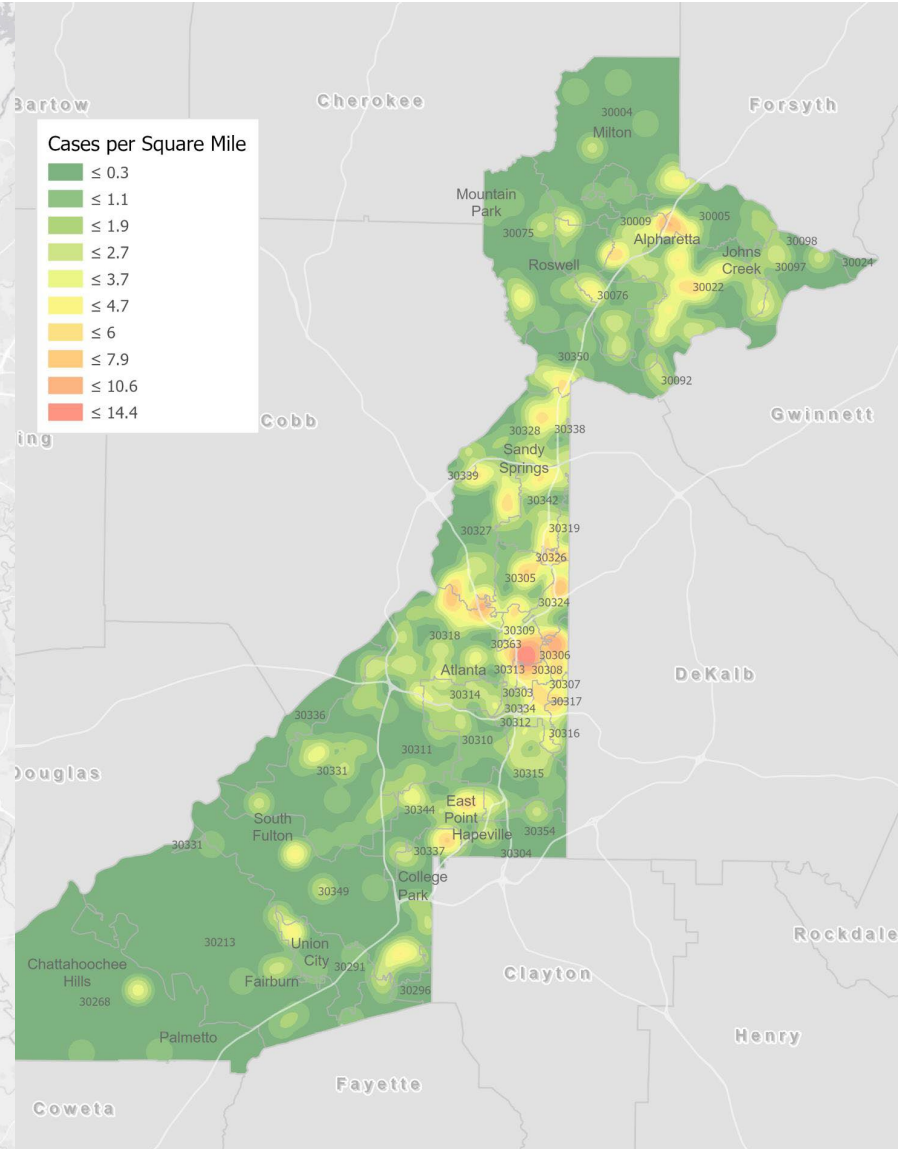
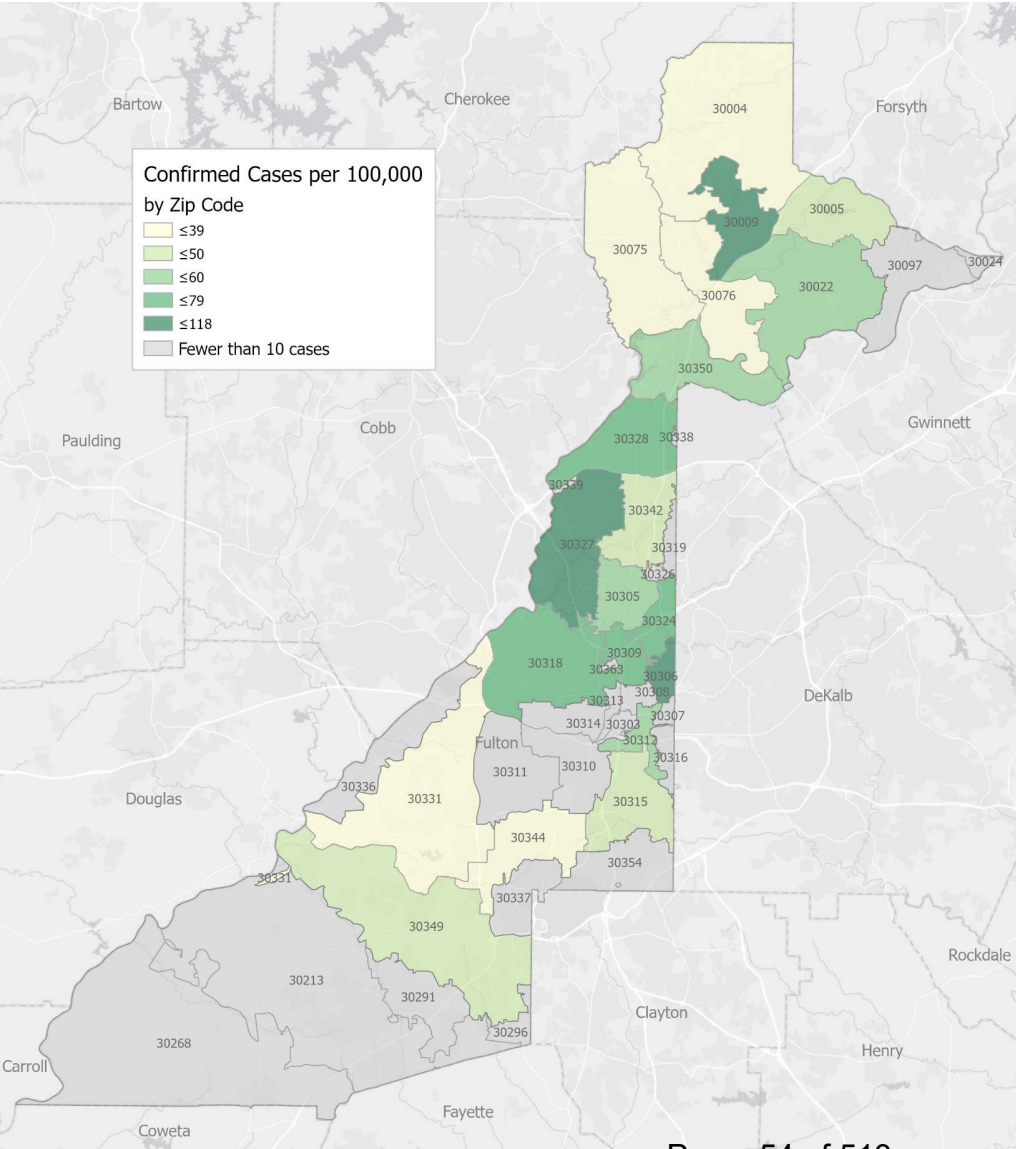


Fig. 15. Percent Complete Vaccination and COVID-19 Case Rate (per 100,000 population) by Census Tract
February 14 – March 13, 2022

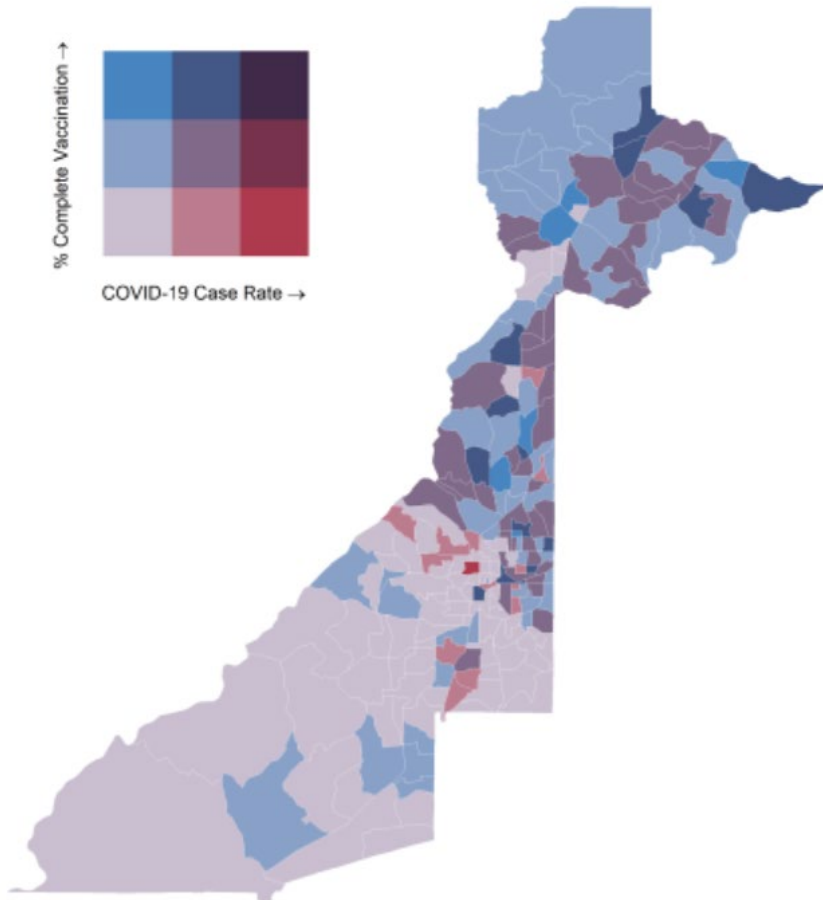
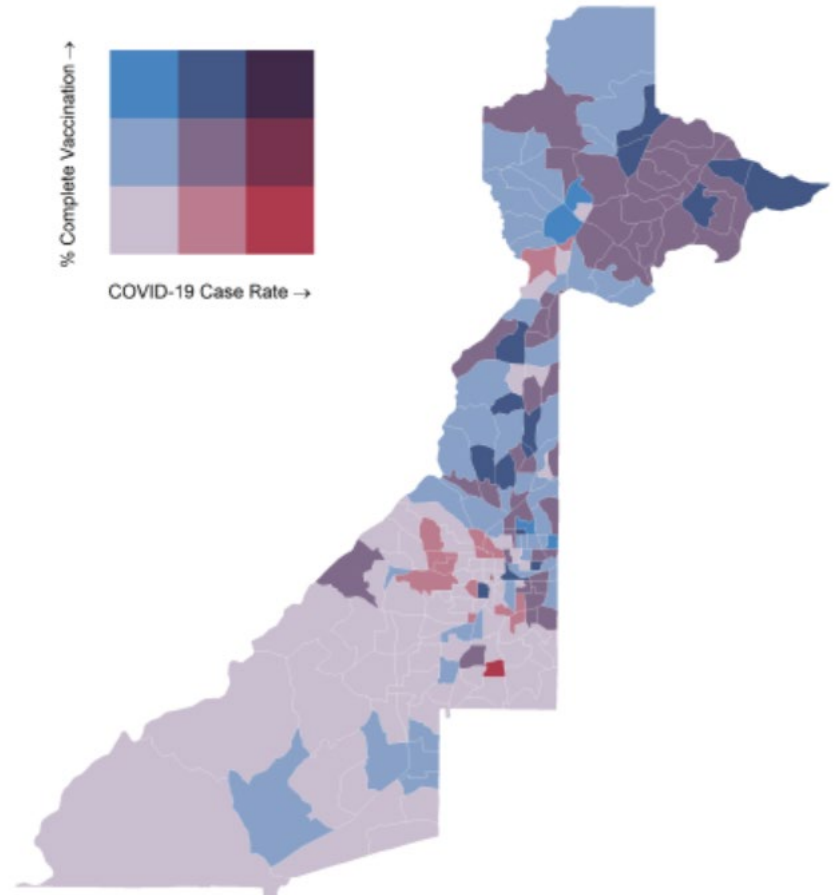


Fig. 15. Percent Complete Vaccination and COVID-19 Case Rate (per 100,000 population) by Census Tract
January 31 – February 27, 2022



EPI Report – 03/16/22

Breakthrough Cases Fulton County (last 14 Days)
3/16/22

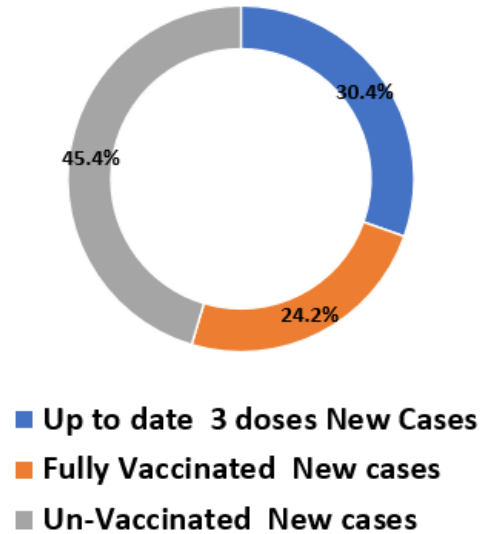


Fig. 32. Confirmed Cases Hospitalized for Any Reason by Vaccination Status

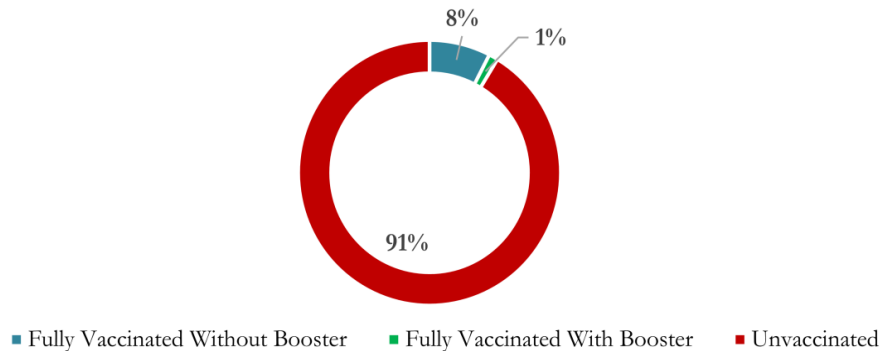
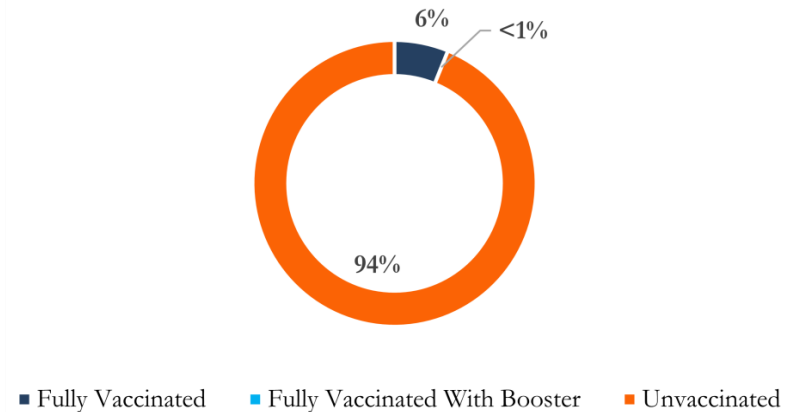


Fig. 33. Confirmed Covid-19 Deaths by Vaccination Status



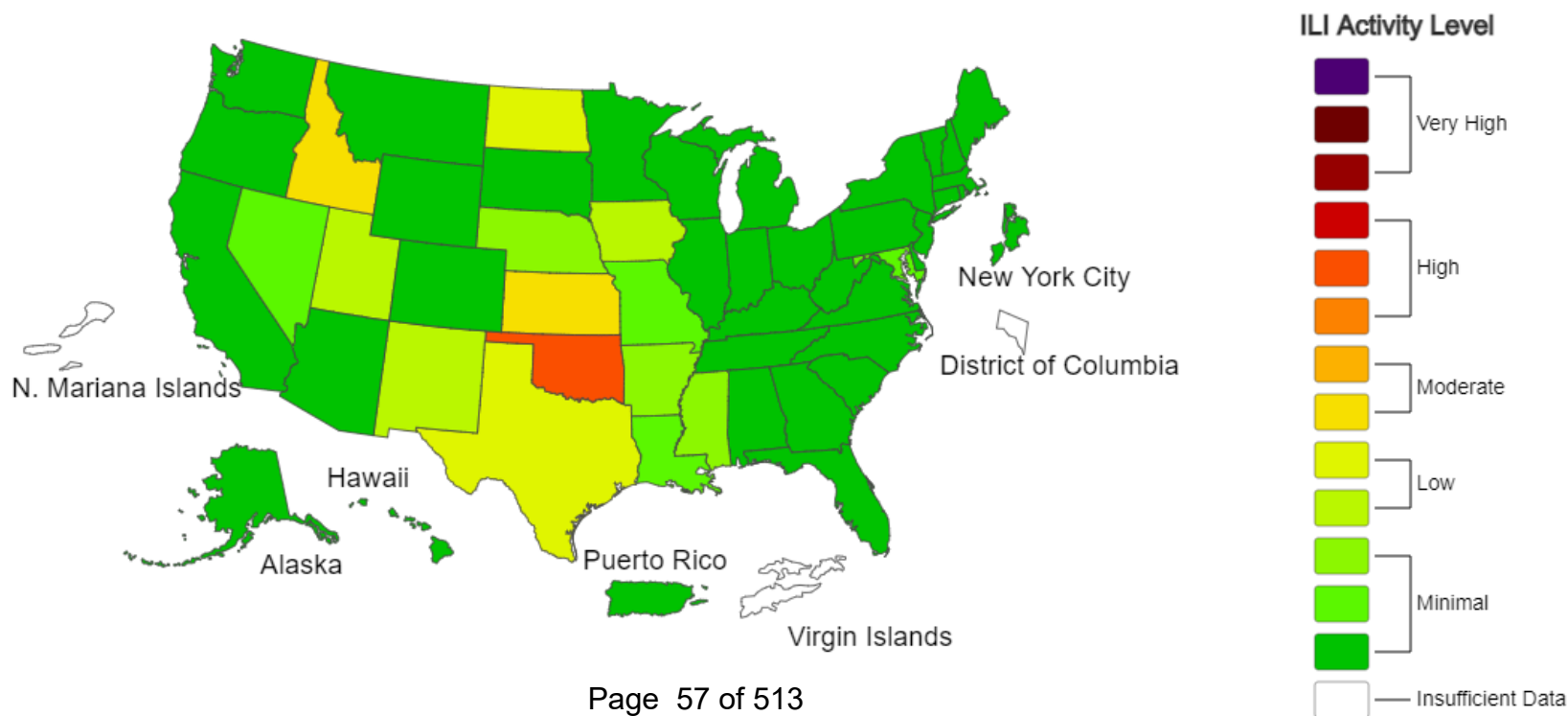
Weekly Flu Report (#9)

A Weekly Influenza Surveillance Report Prepared by the Influenza Division

Outpatient Respiratory Illness Activity Map Determined by Data Reported to ILINet

This system monitors visits for respiratory illness that includes fever plus a cough or sore throat, also referred to as ILI, not laboratory confirmed influenza and may capture patient visits due to other respiratory pathogens that cause similar symptoms.

2021-22 Influenza Season Week 9 ending Mar 05, 2022

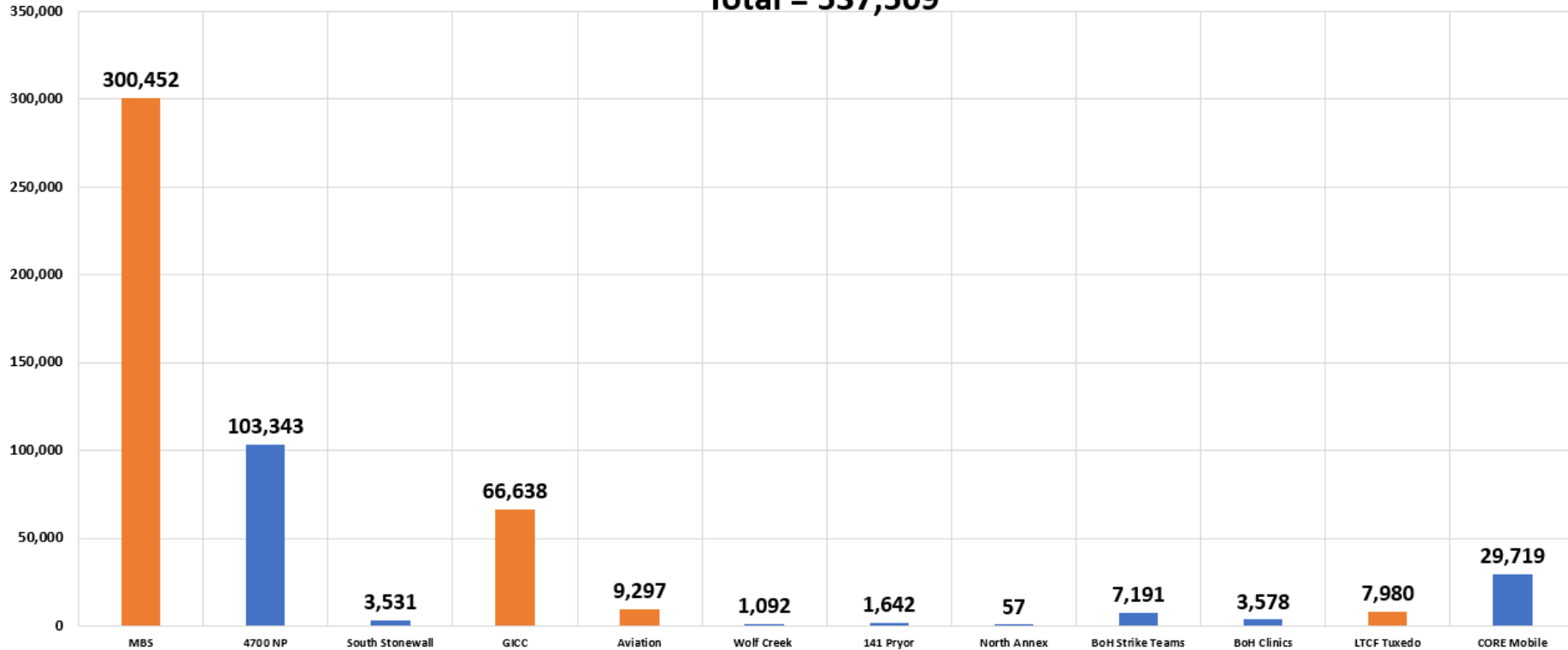




Vaccination Update

3-16-2022 Vaccines (1st & 2nd doses) by Location

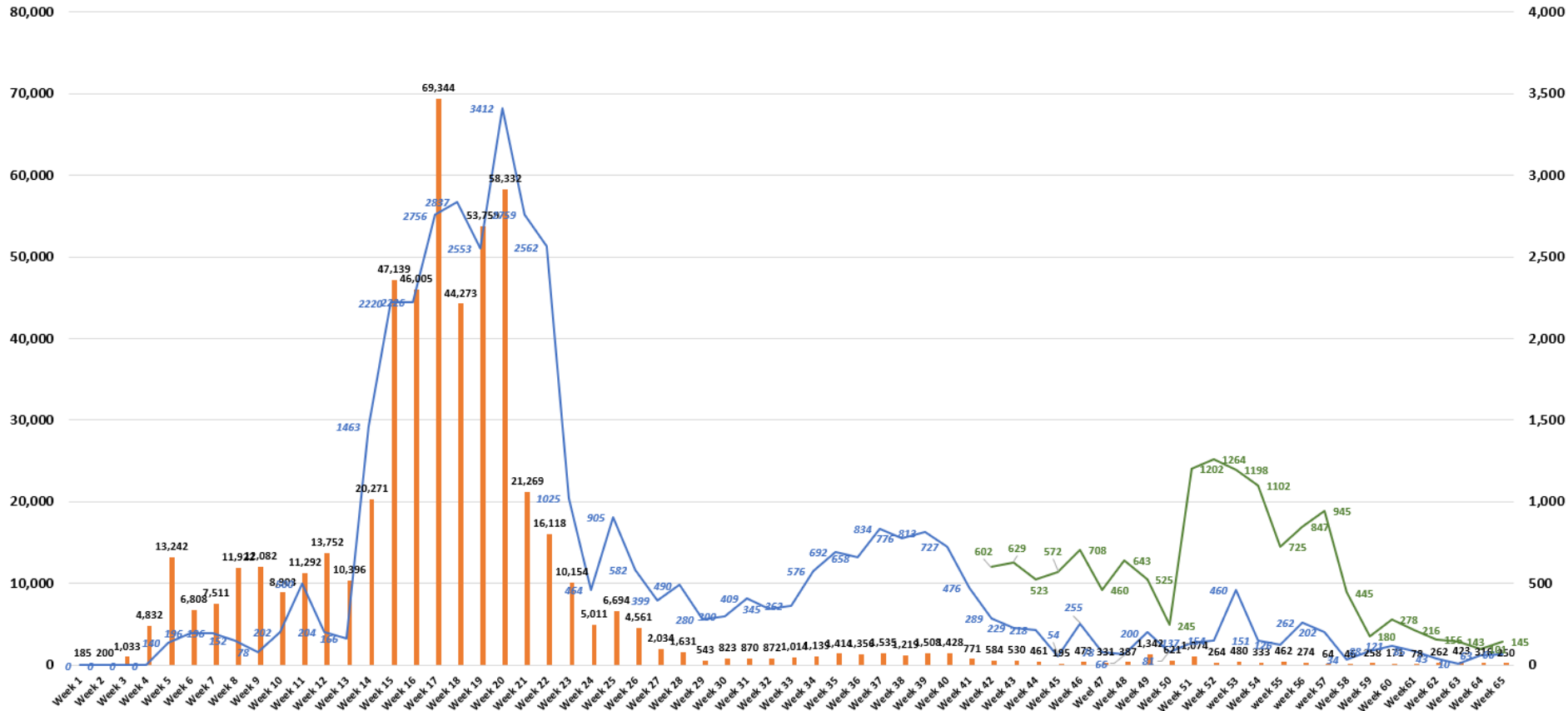
Total = 537,509





Vaccination Update

Through 3-13-22 Fulton County Vaccine 1st & 2nd dose Weekly Total & Weekly Mobile Total (5 % ratio)



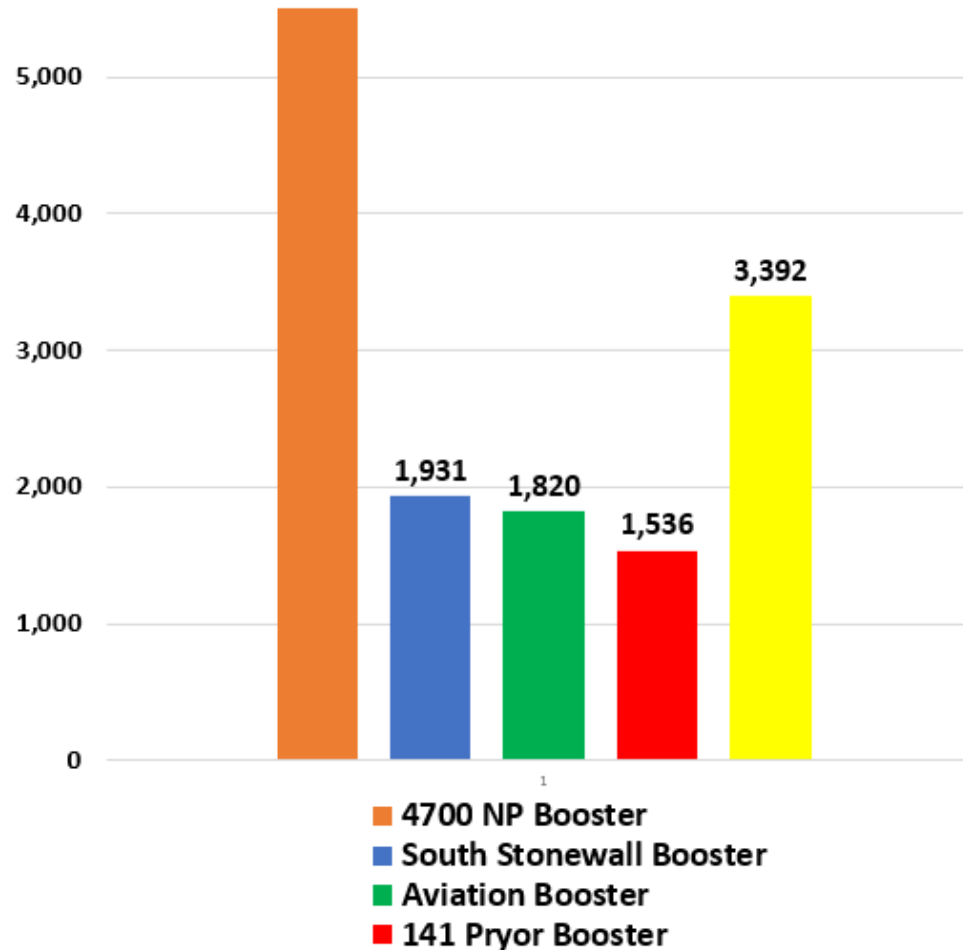


Booster Vaccination Update

Fulton County Booster Doses by Location

3-16-22

Total= 14,218



3/16/22 Fulton County Risk Level (New)



- Fulton County Cases per 100K = **32.71**
- New Fulton County COVID Hospital Admissions per 100K = ***6.30**
- Fulton County % of staffed inpatient beds occupied by COVID-19 patients (7-day average) = **2.79%**

People may choose to mask at any time.

People with symptoms, a positive test, or exposure to someone with COVID-19 should wear a mask.

Low

- Stay [up to date](#) with COVID-19 vaccines
- [Get tested](#) if you have symptoms

Medium

- If you are [at high risk for severe illness](#), talk to your healthcare provider about whether you need to wear a mask and take other precautions
- Stay [up to date](#) with COVID-19 vaccines
- [Get tested](#) if you have symptoms

High

- Wear a [mask](#) indoors in public
- Stay [up to date](#) with COVID-19 vaccines
- [Get tested](#) if you have symptoms
- Additional precautions may be needed for people [at high risk for severe illness](#)

CDC's previous Risk Matrix

(Green)

7 day average

- < 50 cases per 100K
- < 7.5 % positive per 100 K

CDC's CURRENT Risk Matrix

(Green)

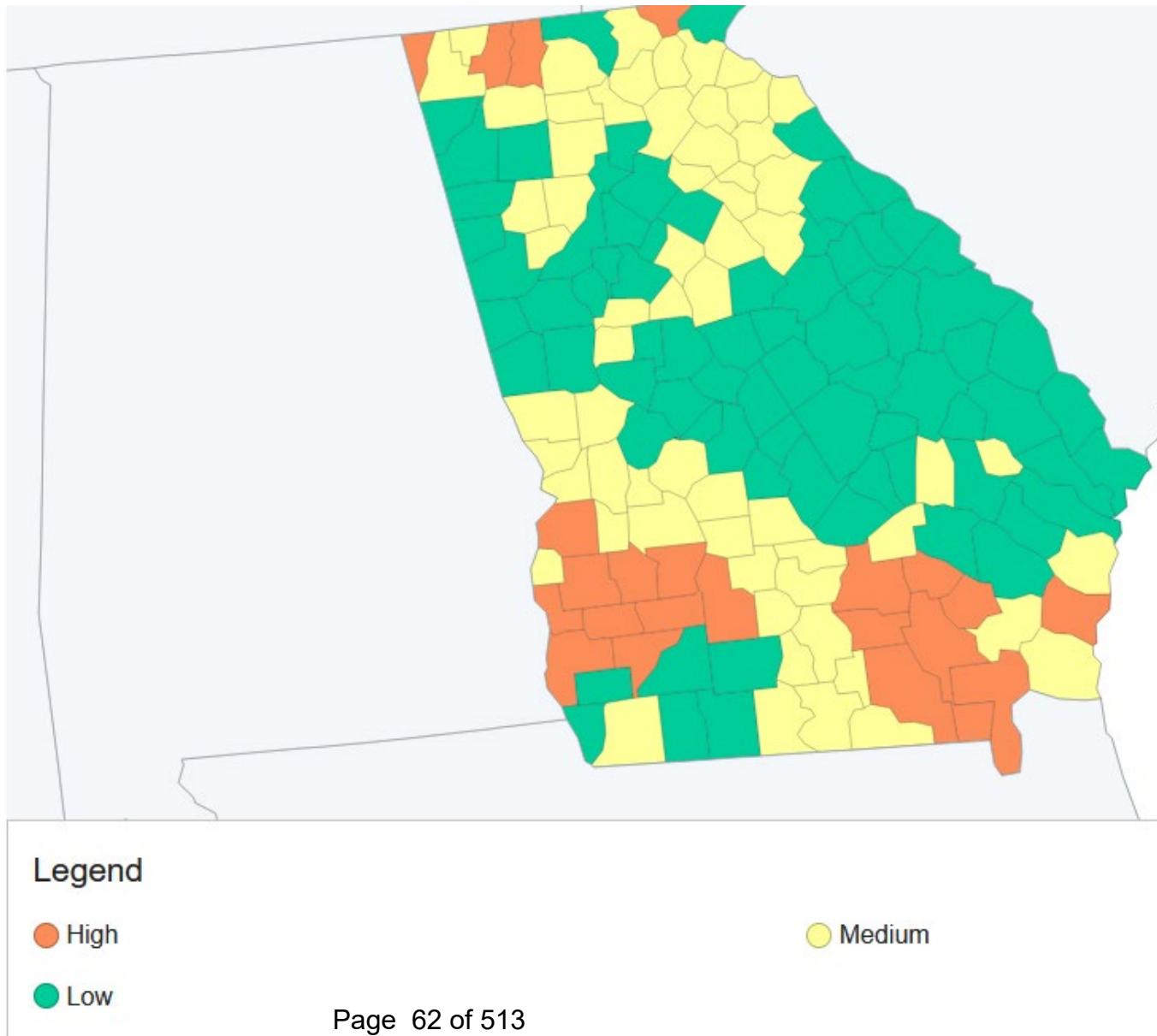
7 day average

- < 200 cases per 100K
- < 10 New COVID Hospital Admissions
- < 10 Percent of staffed Beds

COVID-19 Community Levels – Use the Highest Level that Applies to Your Community

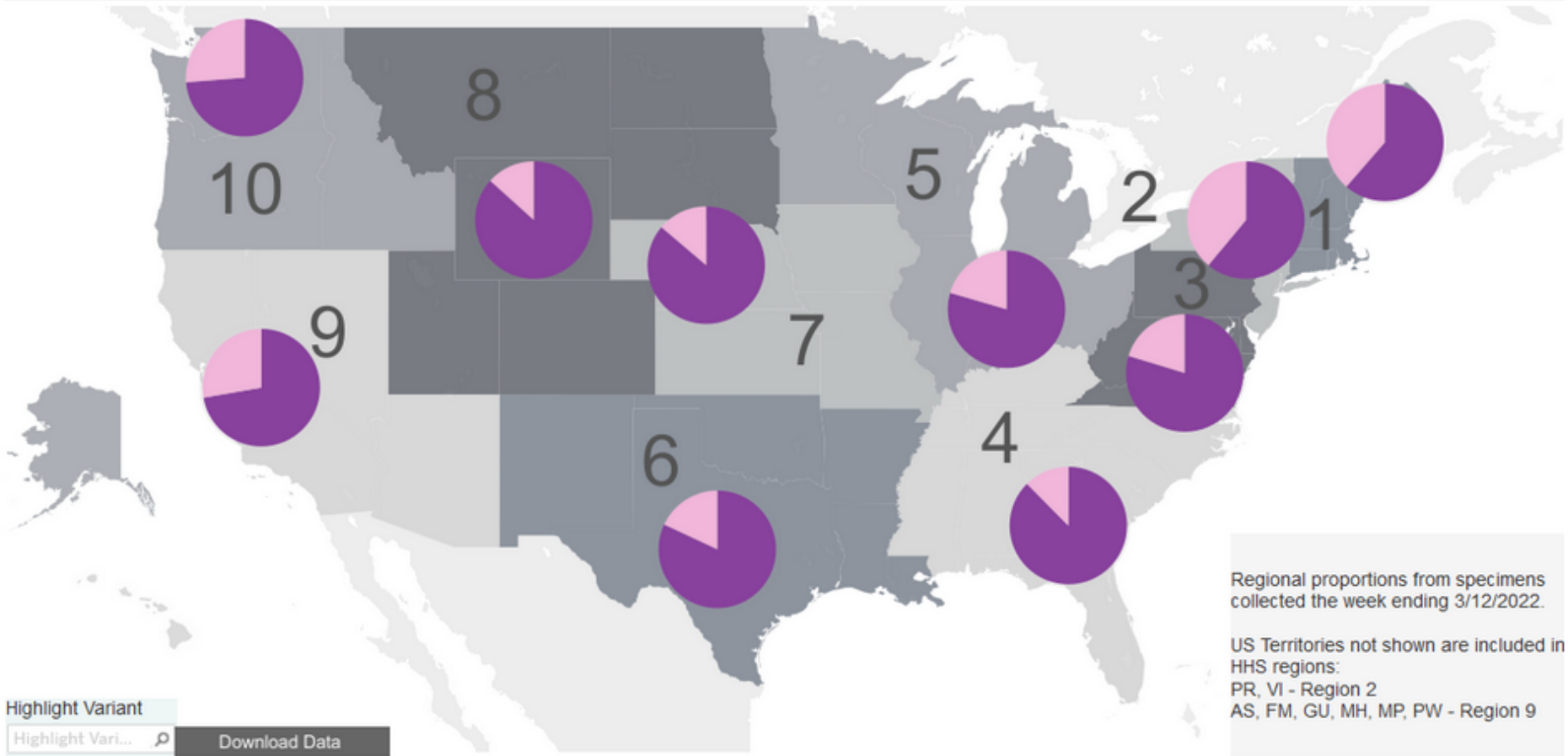
New COVID-19 Cases Per 100,000 people in the past 7 days	Indicators	Low	Medium	High
Fewer than 200	New COVID-19 admissions per 100,000 population (7-day total)	<10.0	10.0-19.9	≥20.0
	Percent of staffed inpatient beds occupied by COVID-19 patients (7-day average)	<10.0%	10.0-14.9%	≥15.0%
200 or more	New COVID-19 admissions per 100,000 population (7-day total)	NA	<10.0	≥10.0
	Proportion of staffed inpatient beds occupied by COVID-19 patients (7-day average)	NA	<10.0%	≥10.0%

CDC Risk Level



CDC Variant

United States: 3/6/2022 – 3/12/2022 NOWCAST



Lineages called using pango-designation (PANGO)-v1.2.127, pangolin v3.1.20, pangoLEARN version 02/02/28 and Scorpio v0.3.16.
Lineage BA.1.1 is aggregated with B.1.1.529 at the regional level as it currently cannot be reliably called in each region.

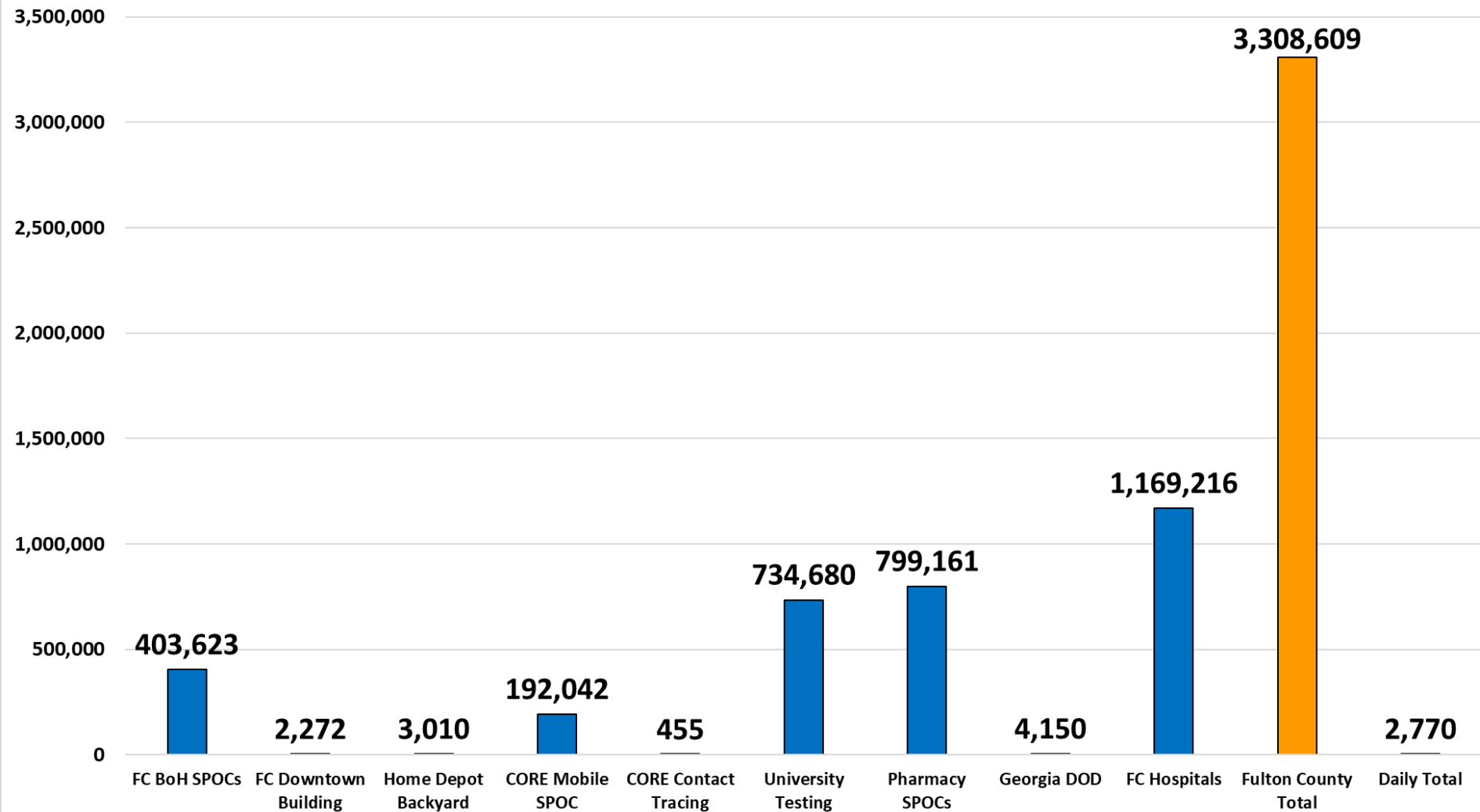
Updated March 15, 2022

- Omicron now accounts for 87.6% of all new cases in Georgia
- The BA.2 variant **12.4%**, which is more transmissible than the original Omicron
- BA.2 reasons for growth: opening of society, more indoors events without masks, waning immunity from vaccination or prior infection



Cumulative Testing in Fulton County

03-15-2022 Fulton County SPOC Cumulative Tests

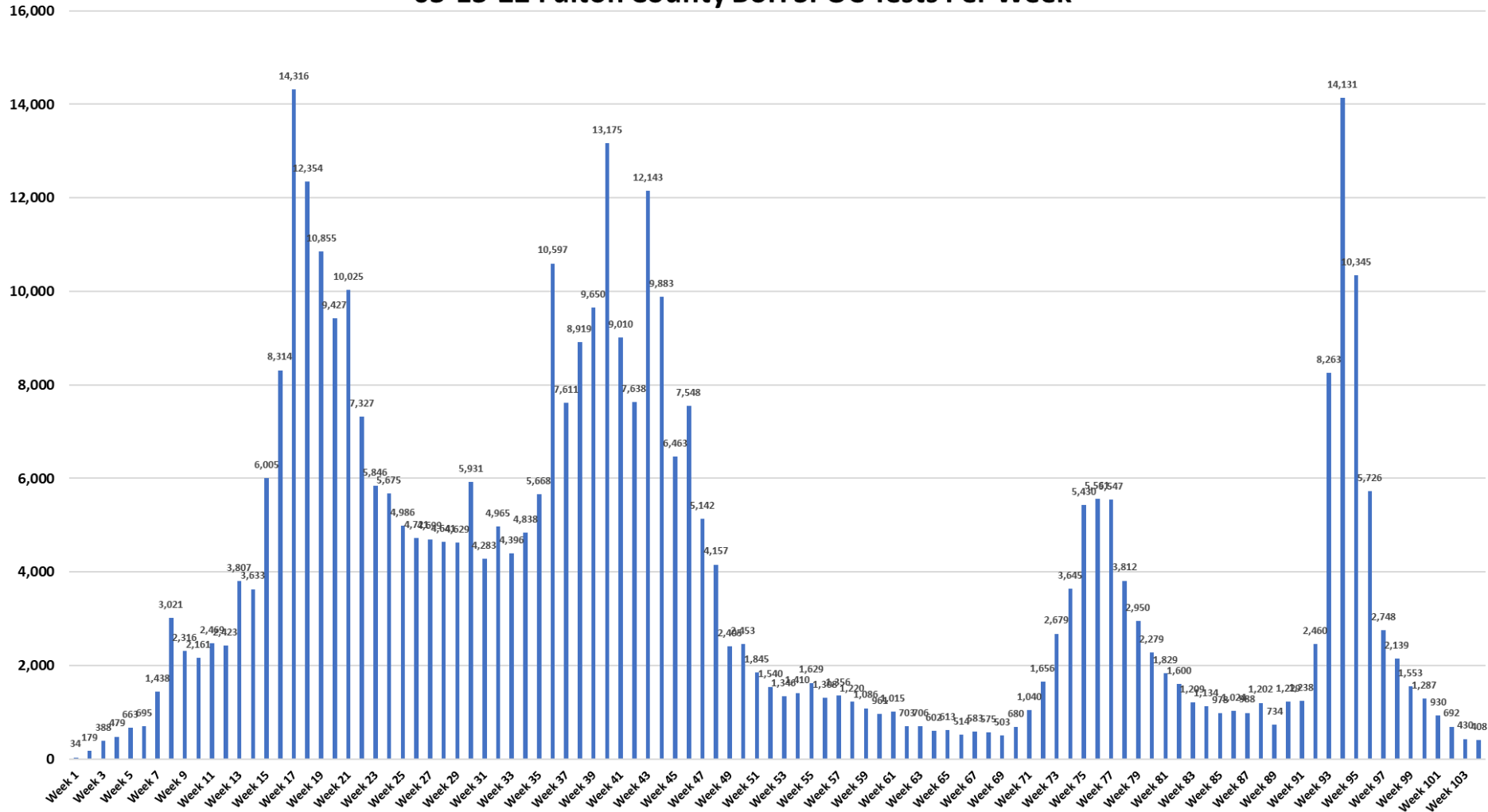




Fulton County BOH Testing By Week



03-13-22 Fulton County BoH SPOC Tests Per Week





Testing in Fulton County Compared to GA

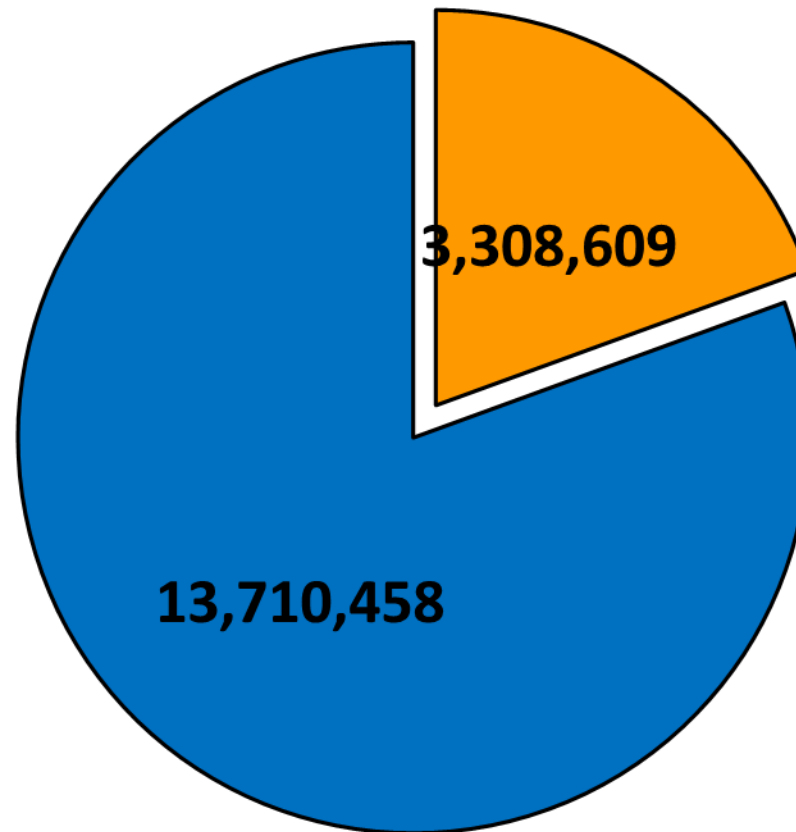


03-15-2022 Fulton County Testing vs State Testing

Total for State = 17,019,067

Fulton County Testing is 19.44% of States Total

■ Fulton County Total ■ State less Fulton County Testing

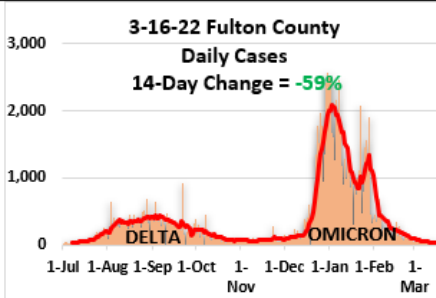
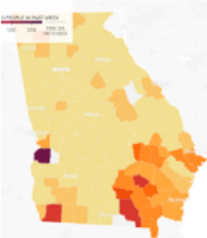
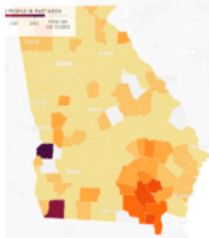
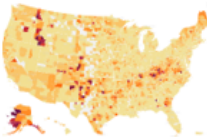
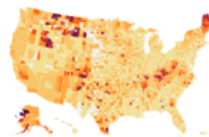




COVID-19 Cases Update



3-16-2022 Daily Fulton County Comparison

	Cases					Charts
	16 March	15 March	24 hr change	1-week ago	7 Day Average	% 14 Day Change
Fulton Cases	183,054 	182,994	60	182,773 	40 49	
GA Cases	1,920,842 	1,919,970	872	1,917,130 	530 566	
US Cases	79,492,662 	79,467,173	25,489	79,268,077 	32,094 40,133	



COVID-19 Deaths Update



3-16-2022 Daily Fulton County Comparison

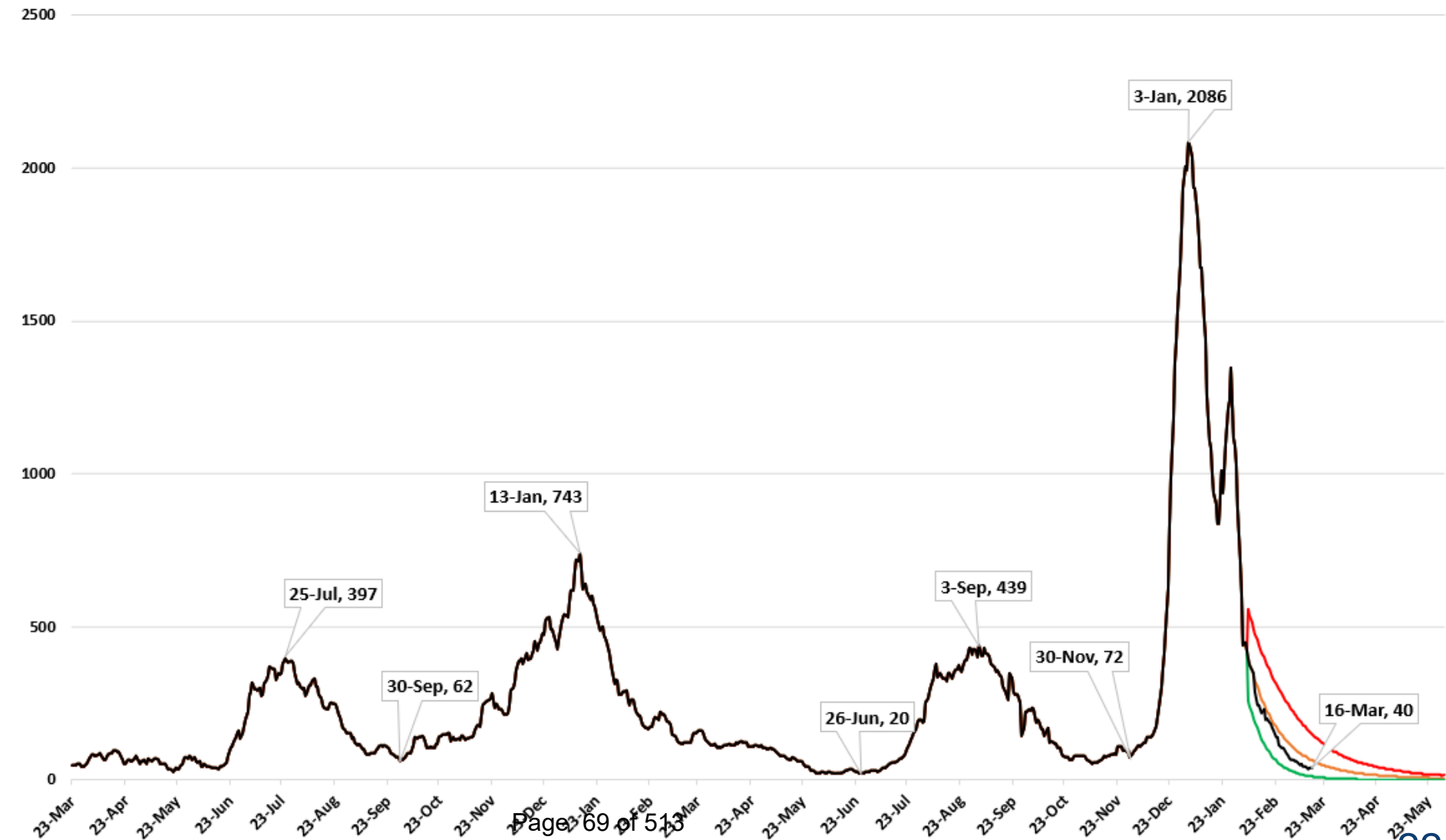
Deaths						Charts
	16 March	15 March	24 hr change	1-week ago	7 Day Average	% 14 Day Change
Fulton Deaths	2,006	2,004	2	1,956	2.9 4.3	3-16-22 Fulton County Daily Deaths 14-Day Change = -40%
GA Deaths	30,556	30,485	71	29,892	42 51	Cases 852 -36% 2,408,886
US Deaths	965,434	963,926	1,508	950,789	1,226 1,451	Deaths 1,226 -36% 965,434



COVID-19 Cases Projection

Fulton County Daily Case Rate Projection 3-16-22

— EstInfectionsMP — EstInfectionsBC — EstInfectionsWC — Actual

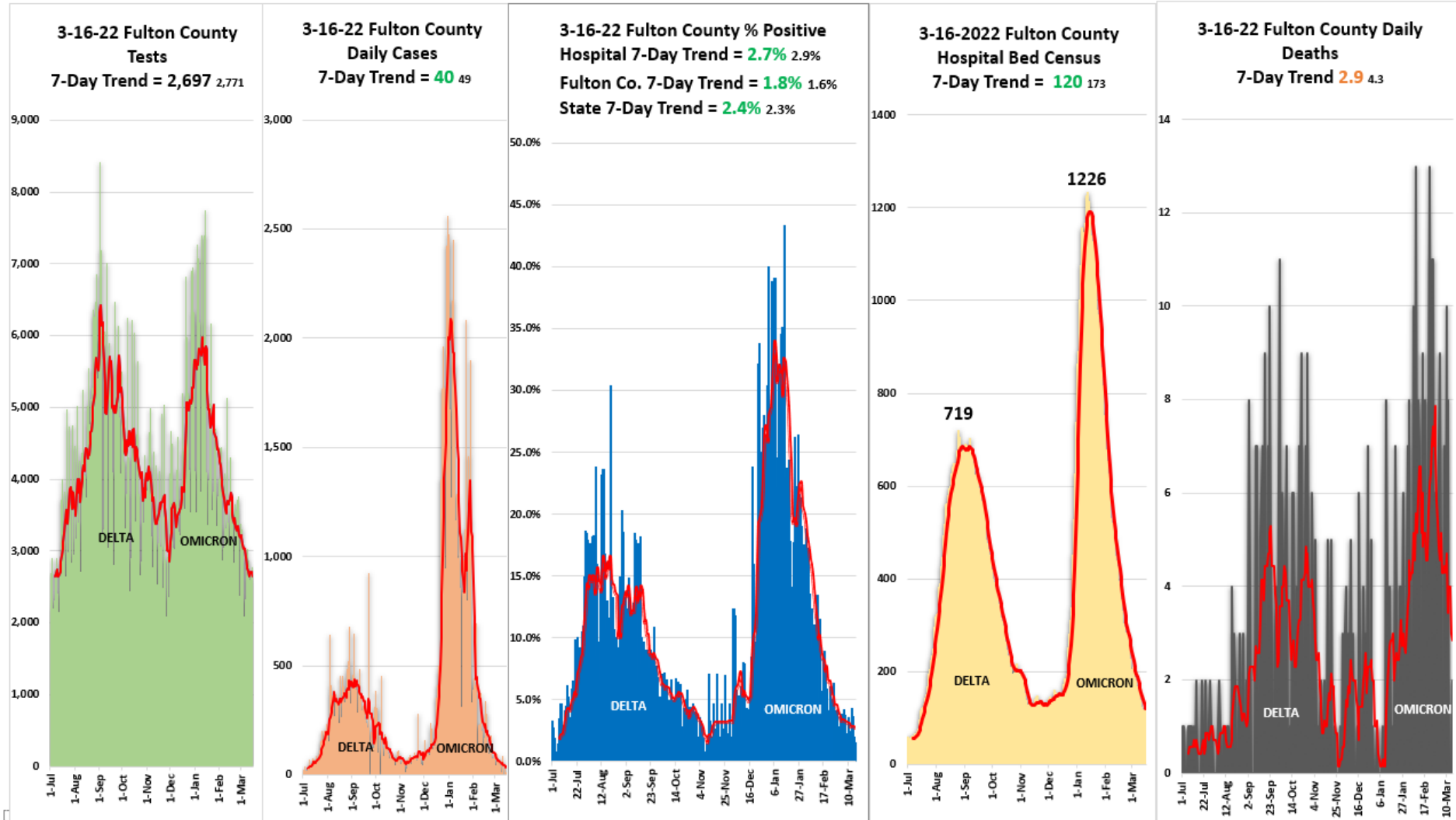




Fulton County Dashboard



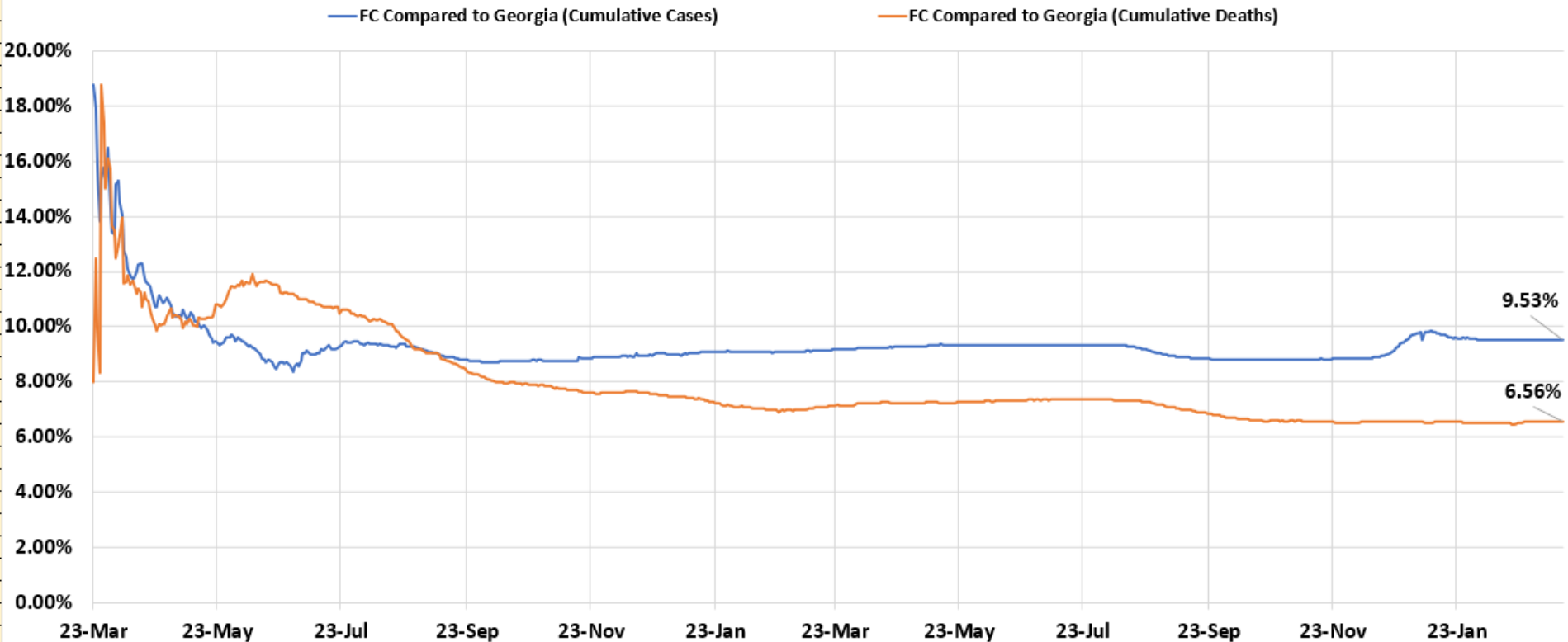
Fulton County Dashboard totals for 3-16-2022: Tests = 2,770 / Cases = 60 / % Positive = 1.8% / Hosp COVID19 Census = 114 / Deaths = 2





Fulton County Compared to Georgia

3-16-22 Fulton County as a % of Georgia Totals over time





COVID Facts for Fulton County (3/16/22)



TOTAL # TESTED: 3,308,609 TESTS: 2,770

STATE 7-DAY POSITIVE RATE: **2.3%** 6.0%

FULTON COUNTY 7-DAY POSITIVE RATE: **1.6** 4.6%

TOTAL DEATHS: 2,006 DAILY DEATHS: 2

DEATH RATE OF CONFIRMED CASES: **0.7%** 0.6%

INTUBATION RATE OF CONFIRMED CASES: **0.2%** 0.2%

AVERAGE AGE OF DEATHS: **77** 77

ELDER CARE FACILITY DEATHS: **265** 265

% DEATHS RELATED TO ELDER CARE: **24.4%**

TOTAL CASES: 183,054 DAILY CASES: 60

AVERAGE AGE OF CASES: **36** 36

% BLACK: **C = 43.2% / D = 63.4%**

% WHITE: **C = 29.3% / D = 30.4%**

% HISPANIC: **C = 9.1% / D = 4.2%**

% ASIAN: **C = 4.9% / D = 1.5%**

% OTHER: **C = 2.9% / D = 0.5%**

% UNKNOWN: **C = 10.6%**

HOSPITAL BEDS (4.1% 4.1% OF CASES)

OF BEDS: **3296**

OF BEDS IN USE: **2898**

OF BEDS FREE: **398** OR **12.1%**

OF BEDS IN USE (COVID): **114**

OF BEDS IN USE (NON-COVID): **2784**

CCU BEDS (0.4% 0.4% OF CASES)

OF CCU BEDS: **792**

OF CCU BEDS IN USE: **588**

OF CCU BEDS FREE: **204** OR **26.4%**

OF CCU BEDS IN USE (COVID): ***14**

OF CCU BEDS IN USE (NON-COVID): **574**



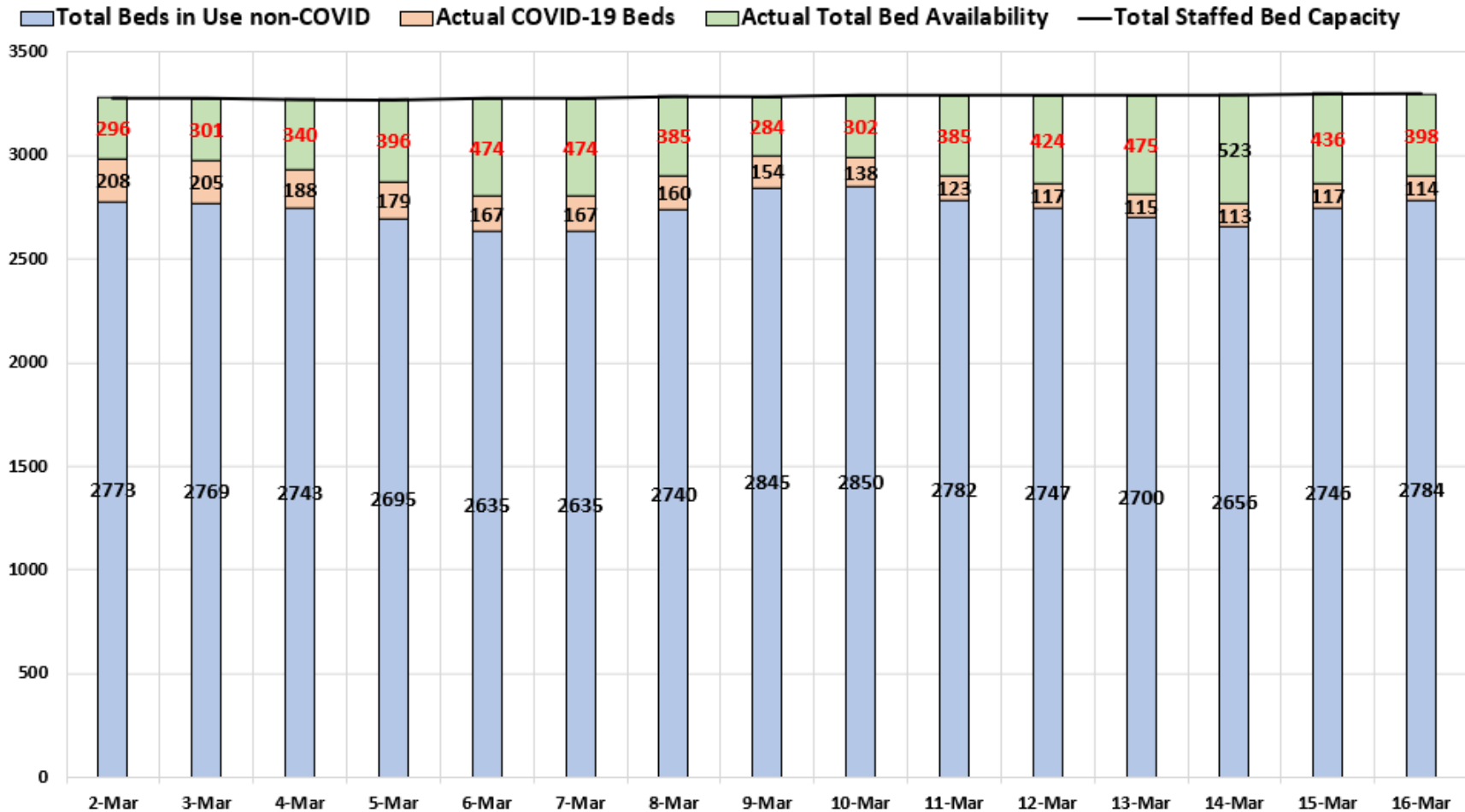
Medical Surge Projection & Usage Update



3-16-2022 Fulton County Bed Use & Availability

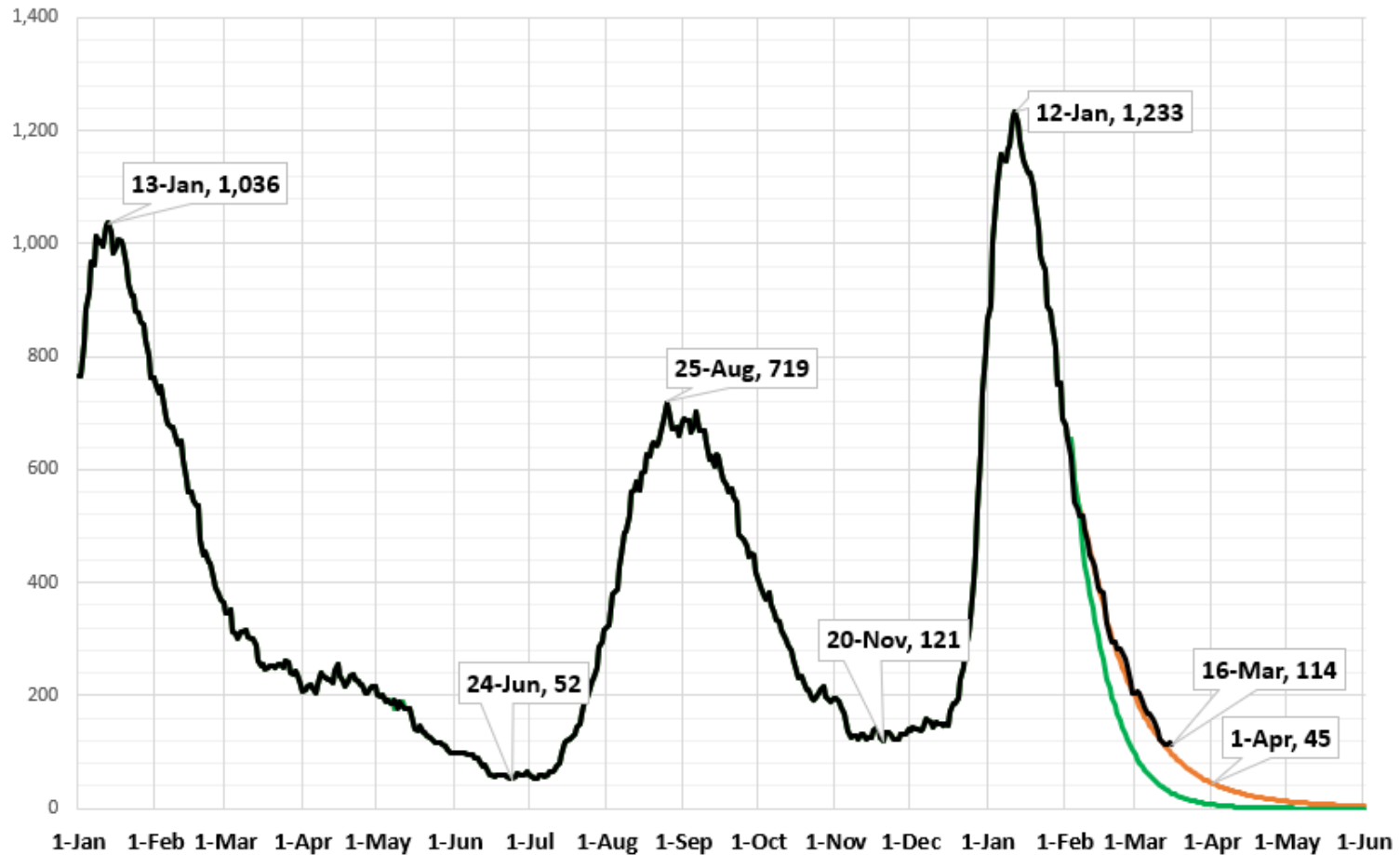
(522) **15% Open Beds or Less = Low Warning**

7-Day Average = 12.8% / Adult 11.3%



3-16-2022 COVID-19 Bed Use Projection

— COVID Bed Use Most Probable — COVID Bed Use Best Case — Total Covid Beds





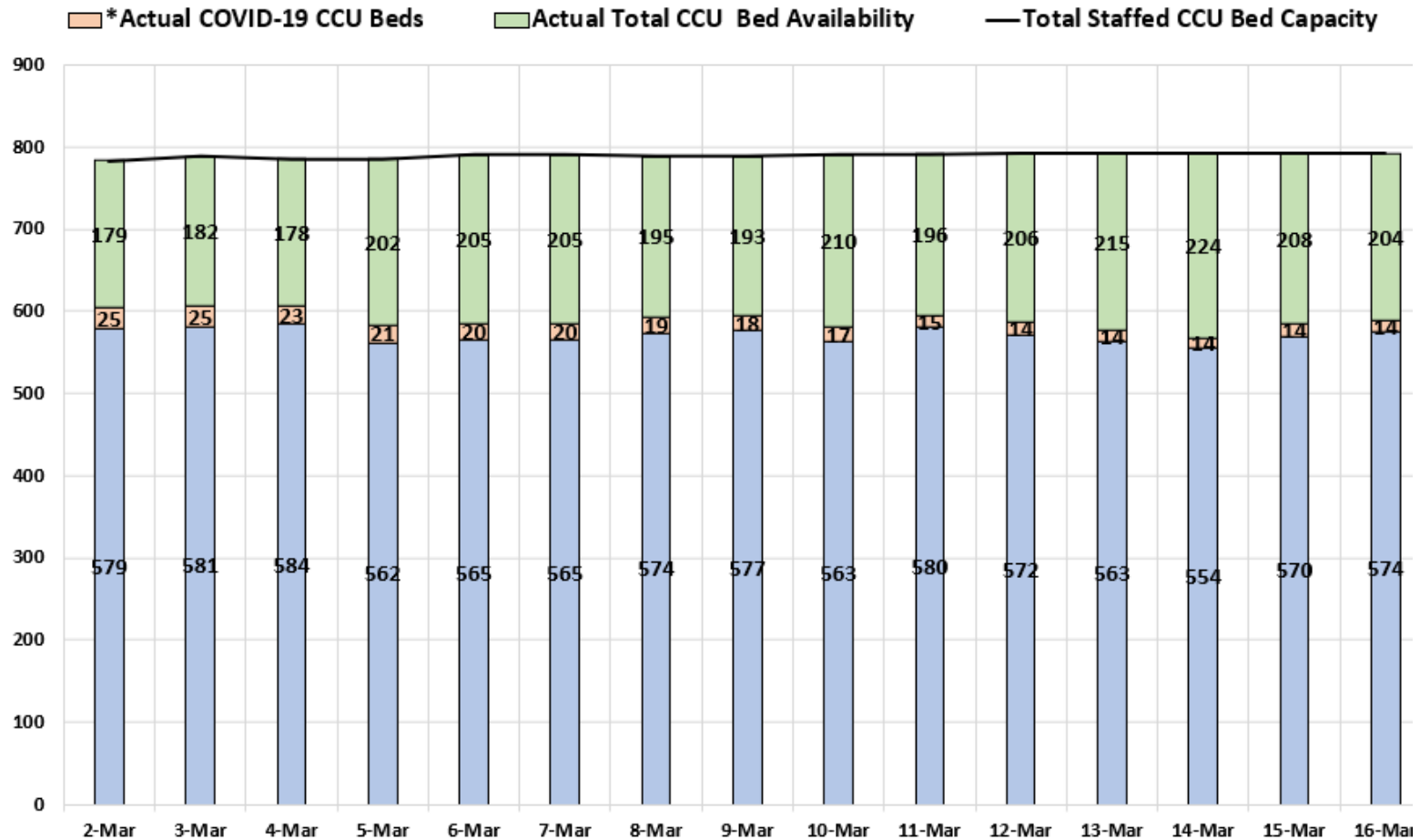
Medical Surge Projection & Usage Update



3-16-2022 Fulton County CCU Bed Use & Availability

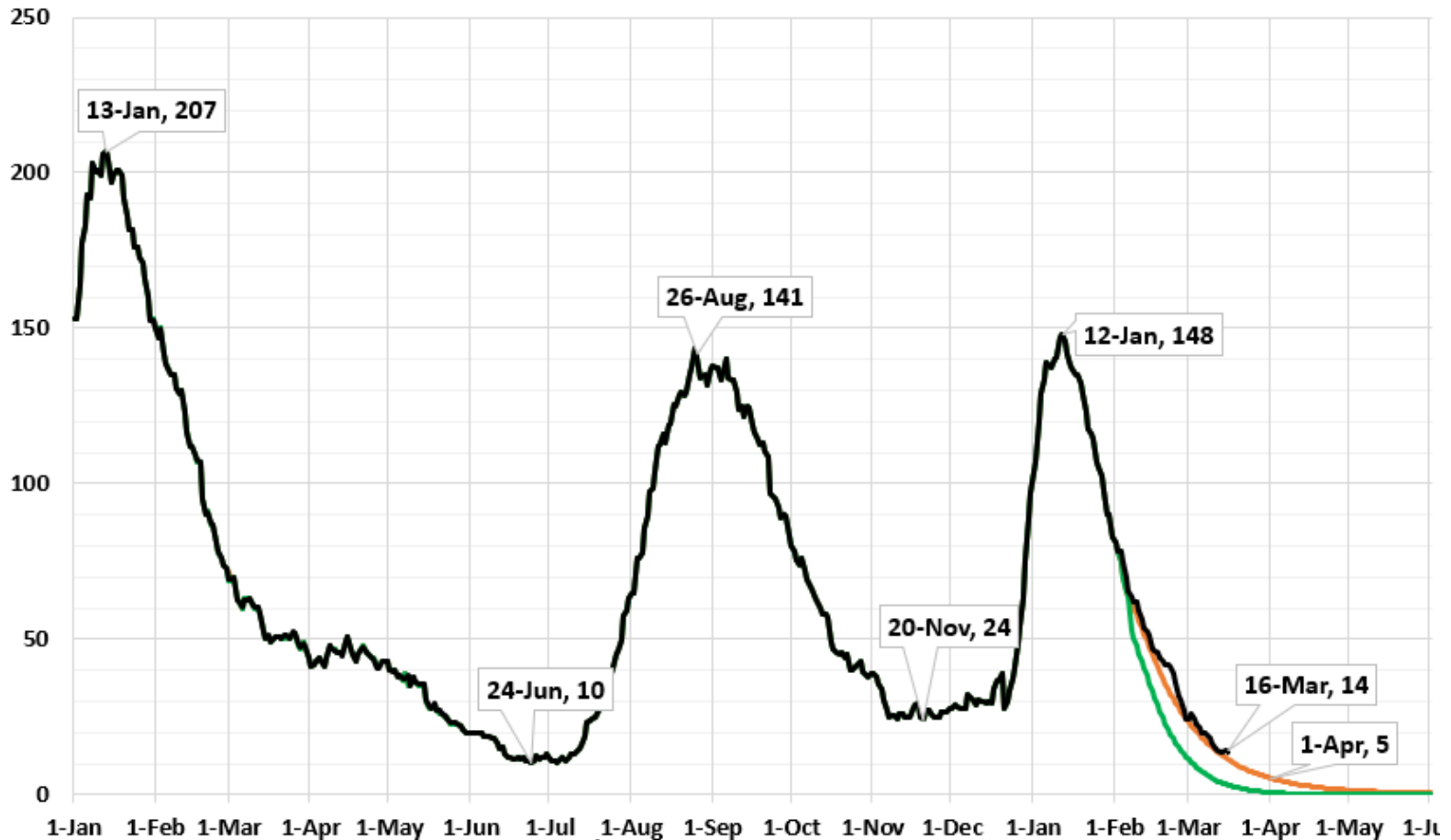
(121) **15%** CCU Open Beds or Less = **Low Warning**

7-Day Average = **26.4%** / Adult **23.6%**



3-16-2022 COVID-19 CCU Use Projection

— COVID CCU Bed Use Most Probable
— COVID CCU Bed Use Best Case
— *Actual COVID19 CCU Beds





Medical Surge Projection & Usage Update

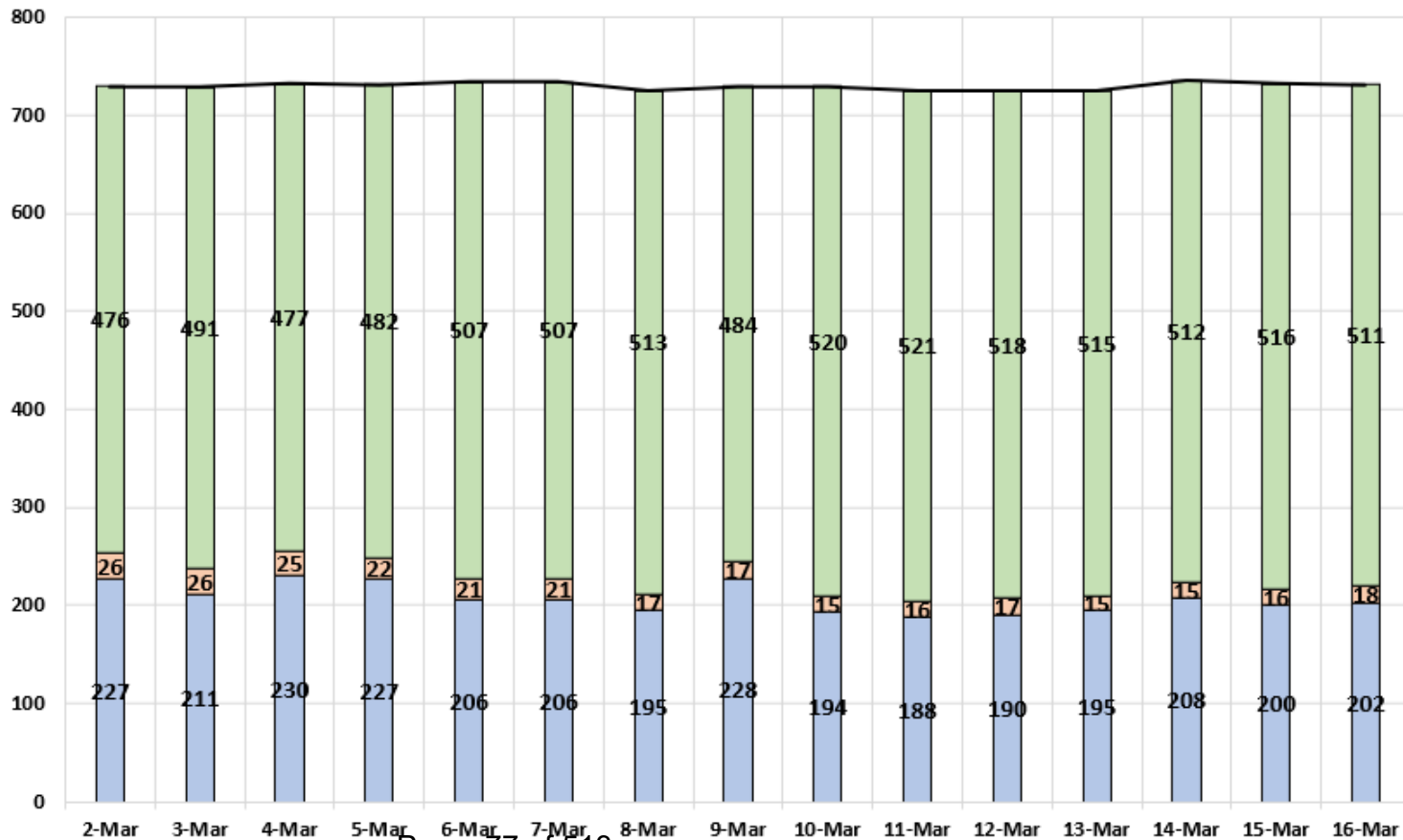


3-16-2022 Fulton County Vent Use & Availability

(111) **15%** Open Vents or Less = **Low Warning**

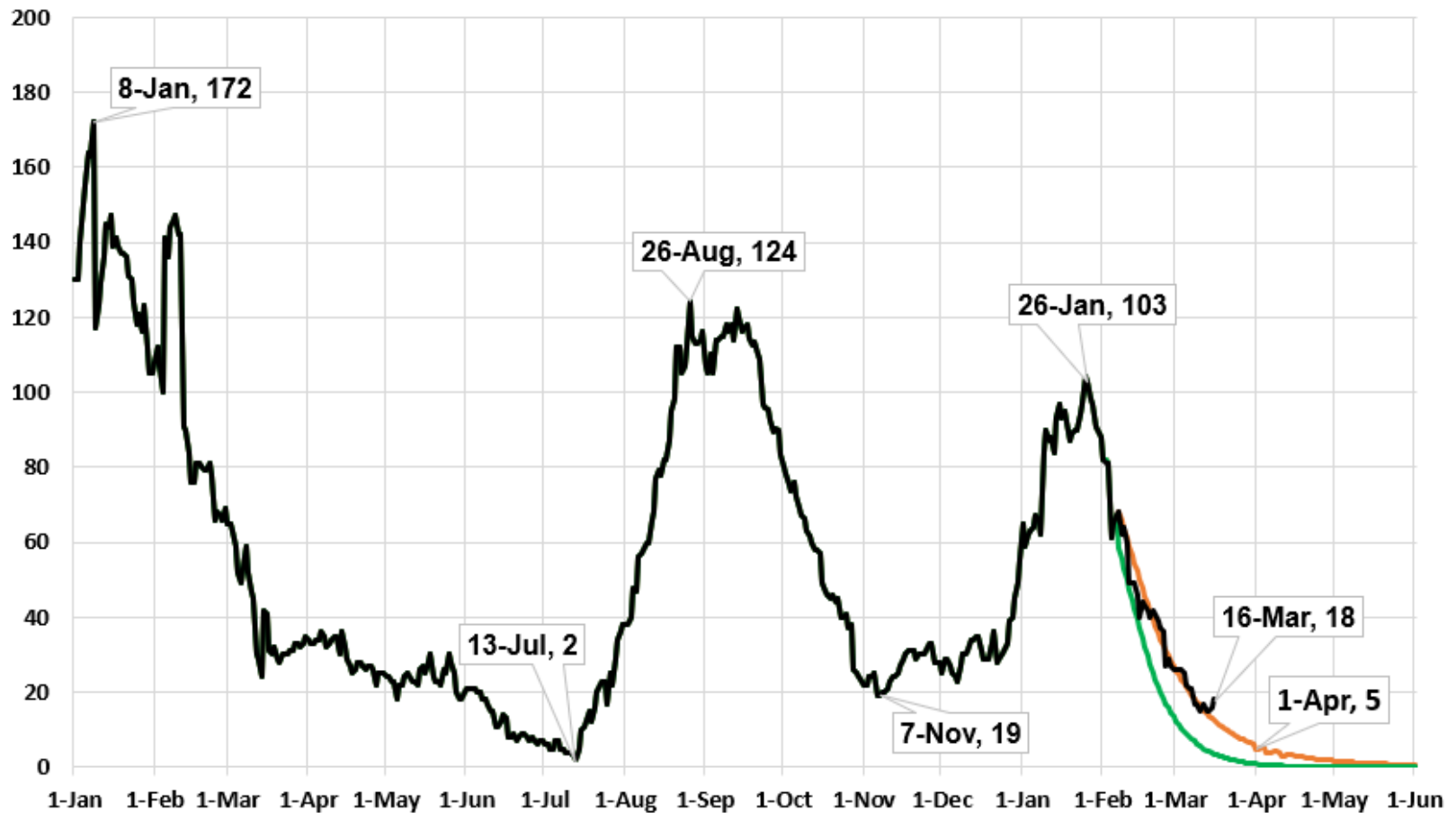
7-Day Average = **70.8%**

■ Total Vents in Use non-COVID ■ *Actual COVID-19 Ventilators ■ Total Vent Availability — Total Vent Capacity



3-16-2022 COVID-19 Vent Use Projection

— COVID Vent Use Most Probable
— COVID Vent Use Best Case
— *Actual COVID19 / PUI Ventilators

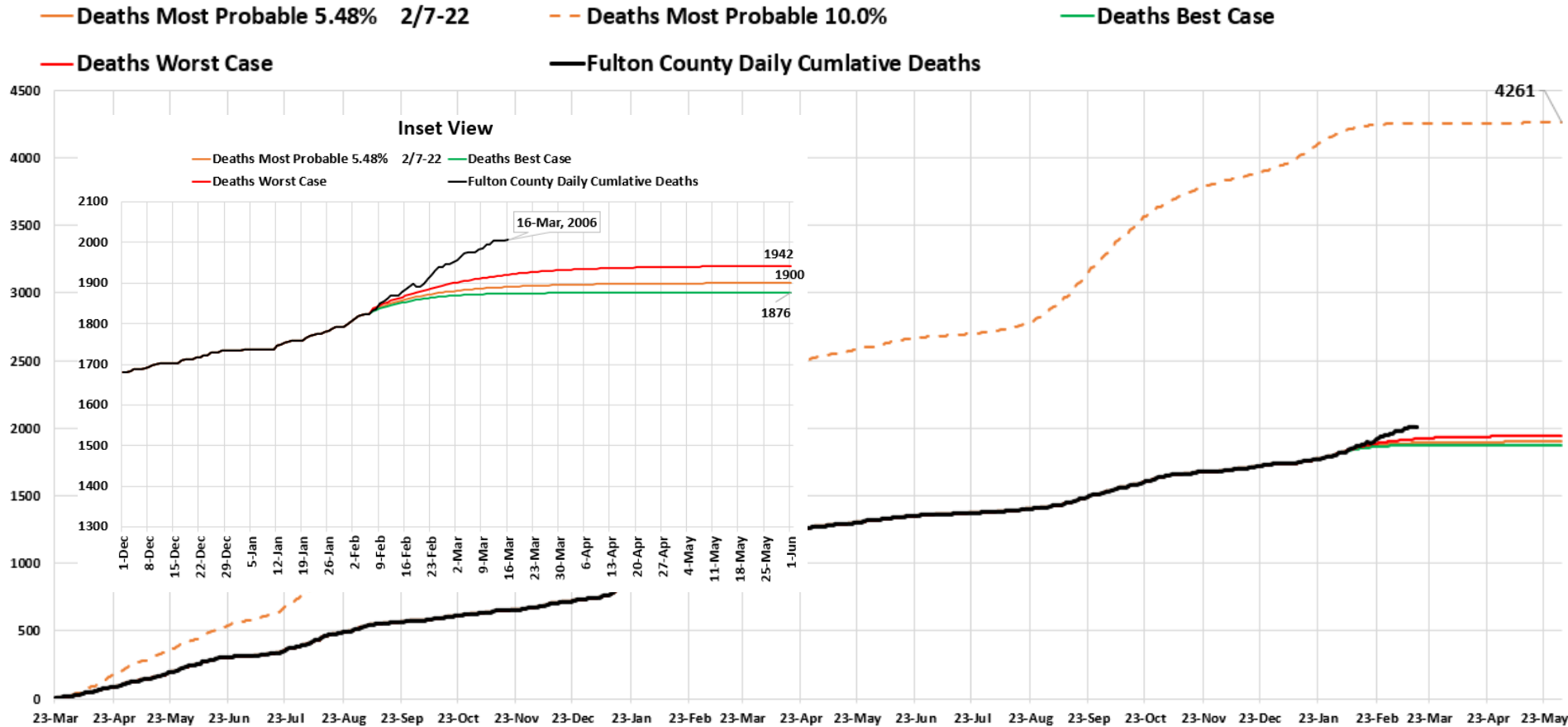




Fatality Surge Projection Update



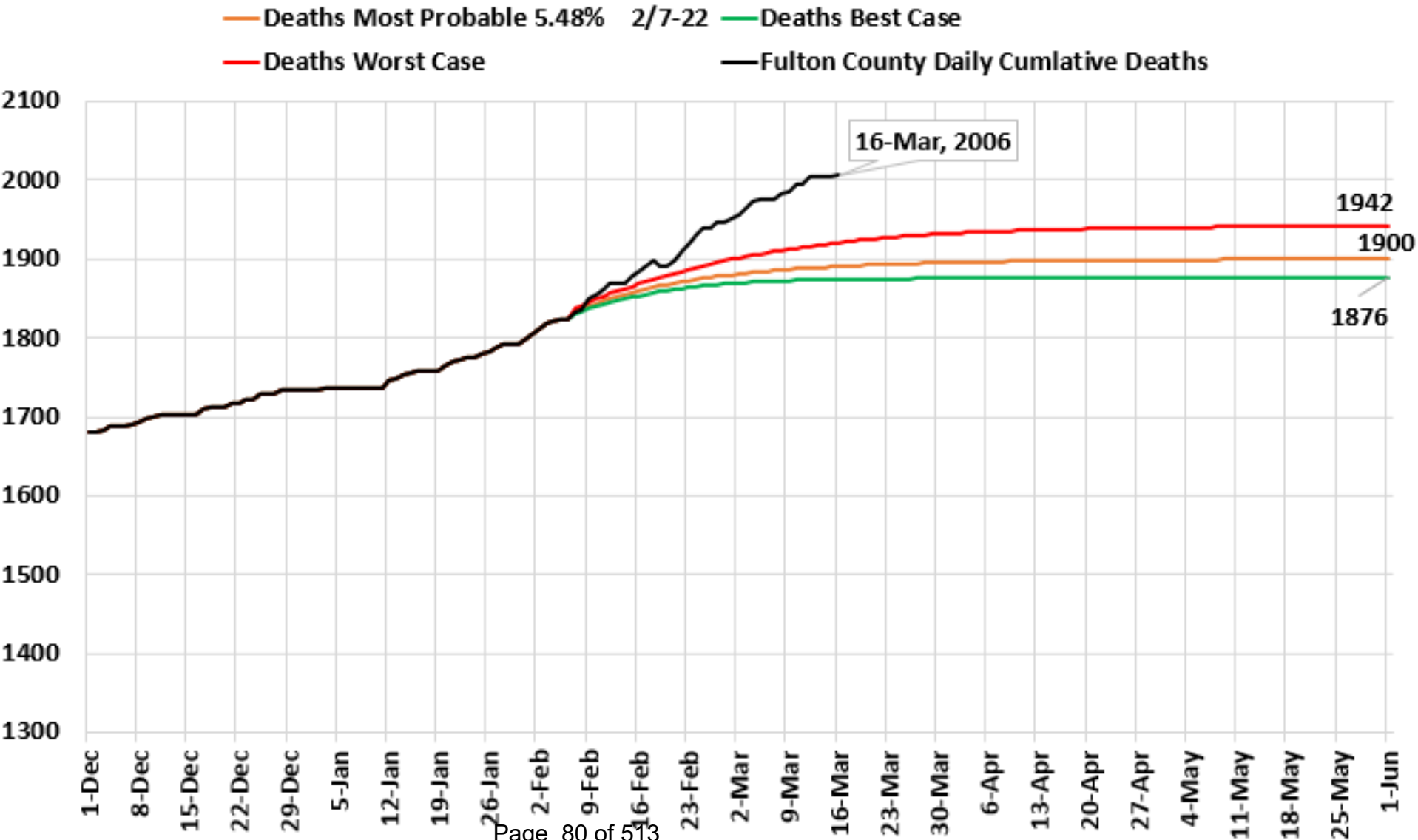
3-16-2022 Fulton County COVID-19 Death Projection





Fatality Surge Projection Update

Inset View

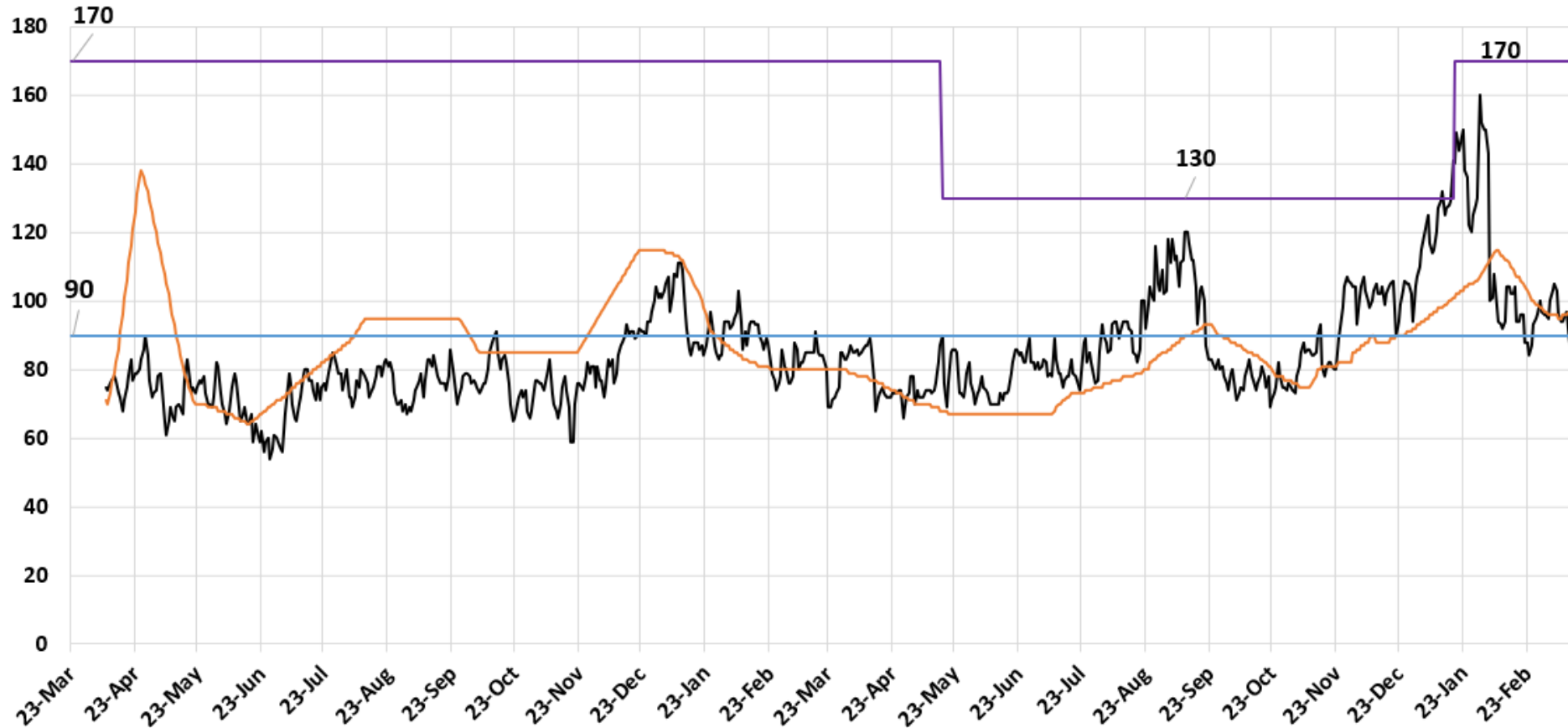




Fatality Surge Projection Update

3-16-22 Fulton County Morgue Surge Projection

- FC Daily Morgue usage
- County Morgue & hospital capacity (normal)
- Morgue Projections MP
- Morgue hospital capacity+ (2 Trailers Max) now 1





Fulton County COVID-19 Scorecard



Fulton County SCORECARD 3/16/2022

Metric	Status (7-day average) =*	Metric
Testing (Demand & Capacity)	*2697 ⬇️	Current capability is 4,000 / day Daily Testing: over 2857 , 1428 -2857, less than 1428
Testing (Results)	12-36 hrs ⬆️	Time to receive results: 0 - 48 , 49 - 96, over 96
Cases per 100K	*32.71 ^{71.43} ⬇️	Less than 20 , 20 – 74 a day, 75 to 199 , over 200
Fulton positivity rate % +	*1.8% ^{1.6%} ⬆️	Less than 1% , 1% - 5%, 5% - 10%, over 10%
Hospitalizations COVID census	*120 ¹⁷³ ⬇️	Less than 50 , 50 – 200, 201 - 349, over 350
COVID Admissions per 100K	*3.90 ^{7.80} ⬇️	< 10 , 10 – 19.9, > 20
% of all staffed beds (COVID)	*2.77 ^{3.78%} ⬇️	< 10% , 10% – 14.9%, >15%
Hospital Bed Availability	*12.8% *11.3% Adult ⬆️	Open Beds: over 20% , 15% - 20% , Less 15%
Hospital CCU Bed Availability	*26.4% *23.6% Adult ⬆️	Open CCU Beds: over 20% , 15% - 20%, less 15%
Hospital Vent Availability	*70.8% ⬆️	Open Vents: over 25% , 15% - 25%, less 15%
COVID Deaths	*2.9 ^{4.3} ⬇️	Less than .25 , .25 – 2.5, 2.5 – 5, over 5
Morgue census	*93 ⁹² ⬇️	Less Than 75 , 75 – 90, over 90
COVID Vaccine Administered Booster	537,509 ^{95%} ⬆️ 14,218 boosters	More than 75% , 50% - 75%, less than 50%



Other Topics/Issues



Other Concerns

THANK YOU



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GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Mayor/Council Proclamations for Spreading on the Minutes:

DATE: March 22, 2022

SUBJECT: Mayor/Council Proclamations for Spreading on the Minutes:

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Michael Render_ Baker 3.8.22	Cover Memo	3/21/2022
Jeff Butler_ Baker 3.8.22	Cover Memo	3/21/2022
Pierre Thomas_ Baker 3.8.22	Cover Memo	3/21/2022
Odie Donald_ Baker 3.8.22	Cover Memo	3/21/2022



City of South Fulton

WHEREAS, in the City of South Fulton, Georgia, known as the “Blackest City in America,” it is duly appropriate to acknowledge our brother Michael Santiago Render, better known by his stage name as Killer Mike, is not only a Grammy Winning Rapper, Actor, and Activist, but he is a stalwart and a fixture not only in our local community, but in the broader collective; and

WHEREAS, Michael Render is a firebrand and global political phenomenon, who speaks powerfully to such pertinent issues such as social inequality, police brutality, and systemic racism. Killer Mike has not only addressed racism and police brutality in his music, but he also has lectured at colleges and universities, where he raises the awareness of the collective, and speaks to the concerns of the marginalized and underrepresented; and

WHEREAS, Michael Render aka Killer Mike partnered with the late Reverend Albert Love, Councilman Dr. Mark Baker, and the “Green Light” Think Tank, to create partnerships and affiliations with local Black Banks in South Fulton and throughout the Metro Atlanta Area; and

WHEREAS, Michael Render, along with Bounce TV founder Ryan Glover and former Atlanta Mayor Andrew Young, founded Greenwood, an online bank targeting “Black and Latinx communities and anyone else who wants to support Black owned businesses”; and

WHEREAS, Michael Render, as politically astute as he is passionate about the socioeconomic challenges within our community, is a business owner in South Fulton and has been publicly in support of small businesses within our city limits.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton do hereby proclaim April 20th, 2022, as “**MICHAEL RENDER APPRECIATION DAY**” in the City of South Fulton, Georgia.

District 7 Councilman, Dr. Mark Baker



City of South Fulton

WHEREAS, in the City of South Fulton, Georgia, known as the “Blackest City in America,” it is duly appropriate to acknowledge our brother, the unconquerable Jeff Butler, as a stalwart and a fixture not only in our local community, but entire planet; and

WHEREAS, Jeff Butler whose indomitable career in real estate investment began with Century 21, where he enjoyed immediate success, earning “Rookie of the Year”, and “Top Salesperson”, awards in his first year, and thereby continuing with the inception of Butler & Butler Investments, which has taken him into the stratospheres of success, where he has developed strong relationships with hotel companies, allowing him to build hotels all over the United States, even to include the United Kingdom, India, and Dubai; and

WHEREAS, Jeff Butler, through his Butler and Butler investments has a diverse portfolio of residential and commercial properties, where he has structured the financing, franchising, and management of 17 Hyatt-branded hotels and 1 Marriott-branded hotel, and has sold over 15 billion dollars in real estate and loaned over 17 billion dollars over the last three decades; and

WHEREAS, the success of Jeff Butler has put him in the unique position to rewrite a story of slavery in America, as he has traced his family lineage to year 1616 on the shores of North Carolina, where his family was brought to America as slaves, and sold to the Hutchison family, here in Cedar Grove in South Fulton, Georgia; and

WHEREAS, Jeff Butler has not only purchased all 39 acres of that former plantation land here in Cedar Grove South Fulton, he has also, through a working relationship with Chairman Dr. Mark Baker and Envision South Fulton, which is the City of South Fulton’s Development Authority, Butler and Butler investments is building a 2 billion dollar mixed use development, bringing incredible socioeconomic change and vitality not only to the communities of the marginalized and underrepresented, but on the same land used to enslave his family, hundreds of years ago.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton do hereby proclaim July 18th, 2022, as “**JEFF BUTLER APPRECIATION DAY**” in the City of South Fulton, Georgia.

District 7 Councilman, Dr. Mark Baker



City of South Fulton

WHEREAS, in the City of South Fulton, Georgia, known as the “Blackest City in America,” it is duly appropriate to acknowledge our brother, the dynamic and indomitable Pierre “P” Thomas, a South Fulton native, as a stalwart and a fixture not only in our local community, but the broader collective; and

WHEREAS, Pierre Thomas, along with his partner “Coach K” Lee, arguably the top two moguls in hip-hop, founded Quality Control Music in March 2013, and through its relationship with Universal Music Distribution and Capitol Music Group, blazed a trail of incredible success rivalled only by the Icons of the music business; and

WHEREAS, Pierre Thomas and his Quality Control Music has signed many artists that dominate the charts, including but not limited to, Migos, Lil Yachty, Lil Baby, City Girls, Cardi B; and

WHEREAS, in 2019 Pierre Thomas established Quality Control Sports, which is a sports offshoot of Quality Control Music, where he represents some of the most prolific sports stars of the day, including but not limited to Deebo Samuel of the San Francisco 49ers, Alvin Kamara of the New Orleans Saints, and D’Andre Swift of the Detroit Lions, and even Ketel Marte of the Arizona Diamondbacks; and

WHEREAS, Pierre Thomas grew up on the Old National Corridor in our great city and through his association with the dynamic Jay Prince, has offered his assistance to the City of South Fulton’s District 7 Councilman Dr. Mark Baker and is dedicated to the revitalization of our community and assisting the underrepresented and dispossessed.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton do hereby proclaim June 7th, 2022, as “**PIERRE “P” THOMAS APPRECIATION DAY**” in the City of South Fulton, Georgia.

District 7 Councilman, Dr. Mark Baker



City of South Fulton

WHEREAS, the City of South Fulton, Georgia, was established in 2017 and appointed Odie Donald Jr. to serve as its first duly appointed City Manager. Odie Donald Jr., who was born in Atlanta and raised in South Fulton, is a stalwart and a fixture not only in our local community, but in the broader collective; and

WHEREAS, Odie Donald, whose indomitable record of excellence in government has placed him in highly influential and prestigious positions in many municipalities, including but not limited to, Washington D.C., the City of South Fulton as City Manager, Augusta as County Manager, taking him presently to the City of Atlanta, where he serves as Mayor Andre Dickens' Chief of Staff; and

WHEREAS, Odie Donald has been recognized for successfully leading local, state, and federally funded organizations and programs, while possessing a proven ability to build partnerships, managing staff and sub-contractors, and directing complex projects delivered on time and within budget; and

WHEREAS, Odie Donald has been recognized by not only 40 under 40 honorees for Georgia State University, Young Government Leaders, and Georgia Trend Magazine, but also recognized as Whos' Who in Black Atlanta, where he was elected president of the Atlanta Chapter of the National Forum for Black Public Administrators and the Treasurer for Young Government Leaders; and

WHEREAS, Odie Donald arrived during a tornado, and with a firm hand steadied from the experience of operating under the governmental furnace of affliction, guided The City of South Fulton through the beginnings of COVID 19, and where municipalities struggled to remain viable due to the negative fiscal impact of the pandemic, Odie Donald led the City of South Fulton through the storm, to the point where all employees of the City were able to keep their position, as well as maintaining city services to all constituents.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton do hereby proclaim August 14, 2022, as **"ODIE DONALD APPRECIATION DAY"** in the City of South Fulton, Georgia.

District 7 Councilman, Dr. Mark Baker

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of Board/Committee
Appointments:

DATE: March 22, 2022

SUBJECT: Request Council Approval of Board/Committee
Appointments:

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council confirmation of the following recorded development plats as approved by the City Engineer

DATE: March 22, 2022

SUBJECT: Request Council confirmation of the following recorded development plats as approved by the City Engineer

REFERENCE:

CONCLUSION:

BACKGROUND:

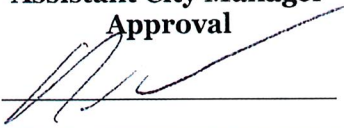
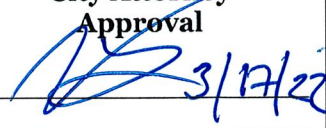
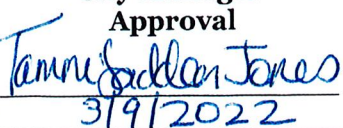
FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Plat for Anatole (Building 800)	Cover Memo	3/18/2022
Plat for Anatole (Buildings 700, 900, 1000 & 1100)	Cover Memo	3/18/2022

City of South Fulton Agenda Item Summary



City Council Meeting Date 3/22/2022		
Requesting Department CDRA - Engineering and Land Development		Council District(s) Affected Council District 2
Requested Action Council to confirm the revised plat for Anatole (Building 800)		
Requirements for Council Action (City specific Council policy, statute or code requirement) Section 4.2.2.E of the City's Municipal Codes calls for the City Council to confirm receipt of all recorded plats. All recorded plats have been received and logged by Fulton County Superior Court, at this time. Located in Council District #2, This Plat revision is to update the as-built location of Anatole Phase 2 (Building 800) within this 350-unit town-home and single-family community.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) 4.2.2.E The final plat shall be considered approved at the time of the certification by the Director. Upon receipt of the recorded plat by the Department, the final plat shall be presented for confirmation to the City Council at the next regularly scheduled meeting. In residential and non-residential subdivisions, building permits shall not be issued for any approved minor or final plat until the approval of the Director and the receipt by the Department of the final recorded plat for subsequent confirmation by the City Council is complete.		
Funding Source (if applicable)		
Financial Impact (if applicable)		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval 		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval  3/17/22	City Manager Approval  3/9/2022

Plat Book 447 Page 62
Filed and Recorded 03/10/2022 08:45:00 AM
2022.0118206
CATELENE ROBINSON
Clerk of Superior Court
Fulton County, GA
Participant IDs: 2329328225

PLEASE SEE PLAT BOOK 439 PAGE 108 -111
FOR ORIGINAL SUBDIVISION PLAT, EASEMENT
EXHIBIT, ZONING INFORMATION.

THE PURPOSE OF THIS PLAT IS TO SHOW ASBUILT
LOCATIONS FOR THE EXISTING TOWN HOMES,
ALONG WITH METES AND BOUNDS FOR EACH
TOWN HOME UNIT.

ALL OTHER ASPECTS OF THE ORIGINAL FINAL PLAT
REMAIN THE SAME.

ZONED: A-L CONDITIONAL (PB 439 PG 109)
BUILDING SETBACKS:
FRONT: = 15'
SIDE: = 0' INTERIOR
SIDE CORNER: 5'
REAR: = 15'

RESERVED FOR CLERK OF COURT

OWNER'S ACKNOWLEDGEMENT:
STATE OF GEORGIA
CITY OF SOUTH FULTON
(COUNTY OF FULTON)

The owner of record of the land shown on this plat and whose name is subscribed
thereto, in person or through a duly authorized agent, hereby acknowledges that
this plat was made from an actual survey, dedicates to the public for use forever
those water and sewer improvements constructed in accordance with this plat that
are specifically labeled as dedicated to the public, and dedicates to the City of
South Fulton, the complete ownership and use of all public streets and dedicated
right-of-way specifically labeled as public streets and dedicated right-of-way, and
dedicates to the use of the public forever the following:

Public Streets	1.81	acres	
Public Sewer Easements	1.81	acres	CALCULATIONS BASED ON: PLAT BOOK 439 PAGE 108.
Public Drainage Easements	0.92	acres	
Public Parks/Open Space	3.65	acres	
SAME AS OWNER		DRB GROUP GEORGIA, LLC	
Typed Name of Subdivider		Typed Name of Owner of Record	
Signature of Subdivider		Signature of Owner of Record	
3/4/22		3/4/22	
Date		Date	

DRAINAGE

The owner of record, on behalf of himself (itself) and all successors in interest,
specifically releases the City of South Fulton from any and all liability and
responsibility for flooding or erosion from storm drains or from flooding from high
water of natural creeks, rivers or drainage features. A drainage easement is hereby
established for the sole purpose of providing for the emergency protection of the
free flow of surface waters along all watercourses as established by these
Regulations and the Director of the Department of Public Works. Said Director may
conduct emergency maintenance operations within this easement where
emergency conditions exist. Emergency maintenance shall be the removal of trees
and other debris, excavation, filling and the like, necessary to remedy a condition,
which in the judgment of staff and Director, is potentially injurious to life, property, or
the public road or utility system. Such emergency maintenance, conducted for the
common good, shall not be construed as constituting a continuing maintenance
obligation on the part of the City of South Fulton County nor abrogation of the City
of South Fultons right to seek reimbursement for expenses from the owner(s) of the
property(ies) or the lands that generated the conditions.

SURVEYORS CERTIFICATE

(iii) This plat is a retracement of an existing parcel or parcels of land and does not
subdivide or create a new parcel. The recording information of the documents,
maps, plats, or other instruments which created the parcel or parcels are stated
hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY
LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL
REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR
PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies
that this plat complies with the minimum technical standards for property surveys
in Georgia as set forth in the rules and regulations of the Georgia Board of Registration
for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act
O.C.G.A. 15-6-67.

The field data upon which this survey is based
has been computed for closure by latitudes and
departures and has a closure precision of one
foot in 29,199' ft. and an angular error of
03" per angle point, and the NO ADJUSTMENT
rule was used for adjustment. A GEOMAX ZOOM 90
was used to obtain linear measurements and a
GEOMAX ZOOM 90 was used to obtain angular
measurements.
FIELD WORK PERFORMED: JANUARY 04, 2022

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS
FOUNT TO BE ACCURATE WITHIN ONE FOOT IN 100,000'
FEET.

This survey was prepared in conformity with The Technical Standards for
Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the
Georgia Board of Registration for Professional Engineers and Land Surveyors
and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

WELBORN LAND SURVEYING, INC.

65 WILLOW CREEK DRIVE

PHONE: 770-254-1383

NEWNAN, GEORGIA 30253

EMAIL: WLSMARK@BELL.SOUTH.NET

City of South Fulton | March 22, 2022

UPDATED FINAL PLAT OF

ANATOLE ~ PHASE 2

LAND LOTS 54 & 59 9C DISTRICT
CITY OF SOUTH FULTON, FULTON COUNTY, GA

PROJECT/CASE BLDG-RES-202-07-001126

PARCEL NO. 09C150000590985

LDP 19-01241LP FULTON COUNTY, GEORGIA

WR NO. 20S-011WR

"City of South Fulton, Fulton County, and City of Atlanta personnel and/or agents
shall have free and total access to and across all easements."

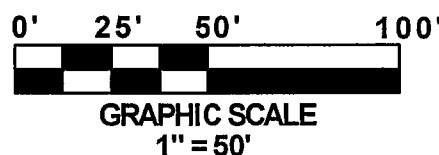
ZONING: A-L CONDITIONAL
SITE AREA ~ PHASE 2: 8.396 ACRES
MAX NUMBER OF UNITS PER ZONING: 350 UNITS
EXISTING PHASE 1 SINGLE FAMILY LOTS: 127 UNITS
EXISTING PHASE 1 TOWNHOMES: 100 UNITS
PROPOSED PHASE 2 TOWNHOMES: 123 UNITS
TOTAL UNITS PROPOSED: 350 UNITS
PROPOSED PHASE 2 DENSITY: 14.64 UNITS PER ACRE

"City of South Fulton, Fulton County, and City of
Atlanta personnel and/or agents shall have free and
total access to and across all easements."

ALL UTILITIES ARE TO BE UNDERGROUND.
ALL SANITARY SEWER EASEMENTS ARE PUBLIC.
ALL SREETS SHOWN HEREON ARE PAVED PUBLIC STREETS.
ALL DRAINAGE EASEMENTS ARE PRIVATELY MAINTAINED.

THE VARIABLE ACCESS & UTILITY EASEMENTS SHOWN ON
SHEETS 2 & 3, EXTEND TO THE PROPOSED OR EXISTING
TOWNHOME STRUCTURE.

- Minimum heated floor area: 1,100 S/F
- Proposed parking: Within the driveways of town homes.
one in garage, & one in the driveway.
- Minimum lot area: N/A FOR TOWN HOMES. 3,000 S/F
FOR DETACHED SINGLE FAMILY.
- Lot frontage: Is equal to dimensions of existing town home.
N/A FOR TOWN HOMES. 35' FOR SINGLE FAMILY DETACHED.



FLOOD HAZARD NOTES

THE INTERMEDIATE REGIONAL FLOOD (I.R.F.) AREAS SHOWN HERON WERE
DETERMINED BY THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE ARE
AFFIXED HERETO. FULTON COUNTY DOES NOT, BY APPROVING THIS PLAT, WARRANT
THEIR ACCURACY, NOR IMPLY THAT LAND OUTSIDE THE AREAS OF FLOOD HAZARD
SHOWN, WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. FUTHER, FULTON
IMPROVEMENTS THEREIN, ASSUME MAINTENANCE OF THE FLOOD CARRYING CAPACITY
OF THE FLOOD AREAS OR WATERCOURSES. MAINTENANCE SHALL REMAIN THE
RESPONSIBILITY OF THE OWNERS OF THE LAND UPON WHICH THEY EXIST. THE
OWNER OF A LOT OR PARCEL, THAT CONTAINS A FLOOD HAZARD AREA, IS REQUIRED
TO SUBMIT A SITE PLAN TO FULTON COUNTY, PRIOR TO THE INITIATION OF ANY
IMPROVEMENTS TO THE LOT OR PARCEL. THE SITE PLAN SHALL INCLUDE THE
LOCATION AND ELEVATION OF THE I.R.F. WITHIN THE LOT OR PARCEL AND THE
EXISTING AND PROPOSED IMPROVEMENTS. APPROVAL OF THE SITE PLAN BY FULTON
COUNTY IS REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

- A PROFESSIONAL ENGINEER OR LICENSED LAND SURVEYOR, REGISTERED IN THE
STATE OF GEORGIA SHALL PROVIDE A LOWEST FLOOR ELEVATION CERTIFICATE TO
THE DIRECTOR OF THE DEVELOPMENT SERVICES.
- THE LOWEST FLOOR ELEVATION (LFE), MINIMUM FLOOR ELEVATION (MFE) AND
FINISHED FLOOR ELEVATIONS SHOWN HEREON INCLUDE A BASEMENT AND OR
ATTACHED GARAGE.
- THE FLOOD PLAIN INDEMNIFICATION AGREEMENT FOR THIS PROJECT DATED
FEBRUARY 03, 2003, IS RECORDED IN DEED BOOK _____, PAGE _____ FULTON
COUNTY RECORDS.
- THE (MFES) SHOWN HEREON WERE DETERMINED BY THE PROFESSIONAL ENGINEER
WHOSE STAMP AND SIGNATURE ARE AFFIXED HERETO. FULTON CO., DOES NOT
BY APPROVING THIS PLAT, WARRANT THEIR ACCURACY, NOR IMPLY THAT LAND
OUTSIDE THE AREAS OF FLOOD HAZARD SHOWN, WILL BE FREE FROM FLOODING
OR FLOOD DAMAGE. FURTHER, FULTON CO., DOES NOT, BY APPROVING THIS
PLAT NOR ACCEPTING THE PUBLIC IMPROVEMENTS THEREIN, ASSUME MAINTENANCE
OF THE FLOOD CARRYING CAPACITY OF THE FLOOD AREAS OF WATERCOURSES
- THE OWNER OF A LOT OR PARCEL, THAT CONTAINS A FLOOD HAZARD AREA,
REQUIRED TO SUBMIT A SITE PLAN TO FULTON COUNTY, PRIOR TO THE
INITIATION OF ANY IMPROVEMENTS TO THE LOT OR PARCEL.
- THE ENGINEER ASSUMES NO RESPONSIBILITY FOR STREAM MAINTENANCE. THE
MFE ELEVATIONS THAT APPEAR ON THIS PLAT ARE PREDICATED ON THE CULVERTS,
HYDRAULIC CONTROLS AND STREAM REMAINING CLEAR OF OBSTRUCTION.

ACCORDING TO THE LATEST FULTON COUNTY
F.I.R.M. COMMUNITY PANEL NO. 13121C 0328 F
DATED SEPTEMBER 18, 2013 THIS PROPERTY DOES
NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE.

SUBDIVISION: ANATOLE SUBDIVISION PHASE 2

LOT: UNITS 701 - 2507

CITY: SOUTH FULTON

SCALE: 1" = 50'

DATE: JANUARY 05, 2022

PHASE 2 SUMMARY AREA:

TOTAL AREA: 8.396 ACRES ~ 365,763 SQ. FT.

COMMON AREA A: 0.910 ACRES ~ 39,599 SQ. FT.

COMMON AREA B: 2.033 ACRES ~ 88,589 SQ. FT.

COMMON AREA C: 2.413 ACRES ~ 105,147 SQ. FT.

COMMON AREA D: 1.222 ACRES ~ 53,262 SQ. FT.

CHARA LANE: 0.471 ACRES ~ 20,516 SQ. FT.

ZANIAH ROAD: 0.517 ACRES ~ 22,525 SQ. FT.

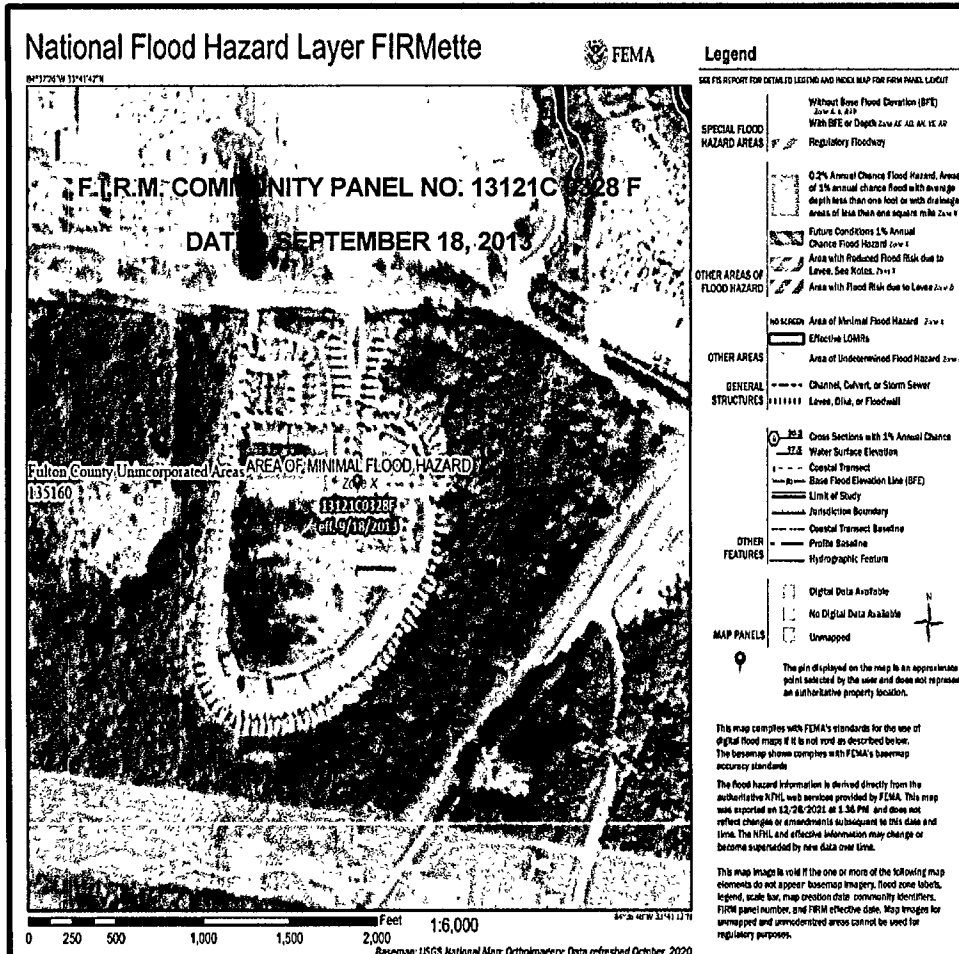
POLARIS WAY: 0.830 ACRES ~ 36,125 SQ. FT.

TOTAL AREA: 8.396 ACRES ~ 365,763 SQ. FT.

STATEMENT OF SLOPE EASEMENT

This plat is approved with the understanding that easement is granted the
City of South Fulton along all road frontage for the purpose of sloping
cuts and fills as follows:

0' to 5' not less than 3 to 1 slope
5' to 10' not less than 2 to 1 slope



OWNER/DEVELOPER

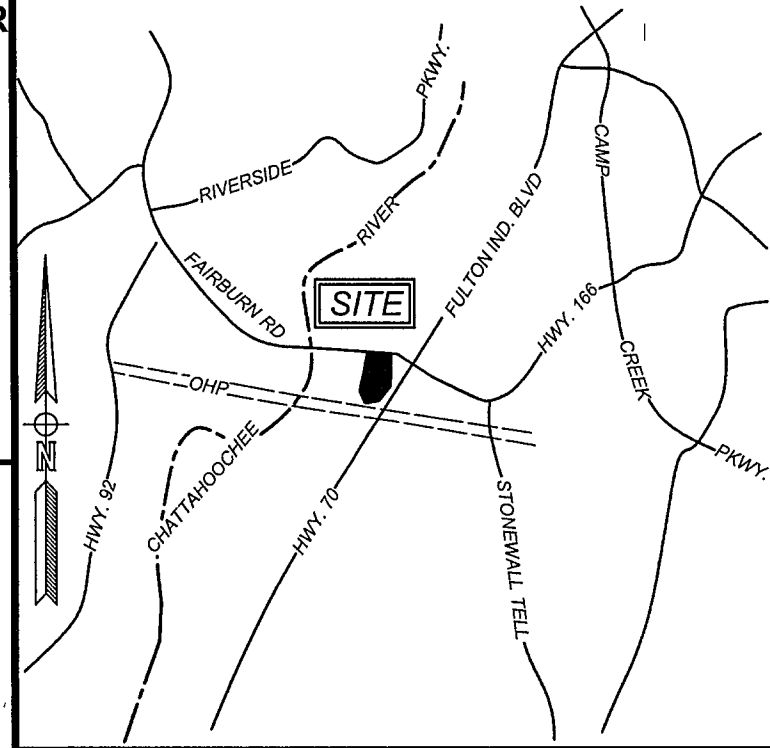
DRB GROUP

160 WHITNEY STREET
FAYETTEVILLE, GA 30214

24 HOUR CONTACT:

DOUG RANSOM

404-859-7887



LEGEND:

POC: = POINT OF COMMENCEMENT
POB: = POINT OF BEGINNING
IPS: = IRON PIN SET, 1/2" RE-BAR & CAP
IPF: = IRON PIN FOUND
R/W: = RIGHT-OF-WAY
C/L: = CENTERLINE
P/L: = PROPERTY LINE
N/F: = NOW OR FORMERLY
CMF: = CONCRETE MONUMENT FOUND
PP: = POWER POLE
LL: = LAND LOT LINE
E/P: = EDGE OF PAVEMENT
B/C: = BACK OF CURB
B/L: = BUILDING LINE
FH: = FIRE HYDRANT
MH: = MAN HOLE
CB: = CATCH BASIN
DI: = DROP INLET
JB: = JUNCTION BOX
CI: = CURB INLET

● = SAN. SEWER CLEAN OUT

"Water service provided by City of Atlanta"

"Waste water service provided by Fulton County"

"No rental or lease of lots or houses by DRB Group Georgia, LLC"

FULTON COUNTY DEPARTMENT OF PUBLIC WORKS

I CERTIFY THAT THIS DEVELOPMENT HAS COMPLIED WITH THE APPLICABLE
SANITARY SEWER REQUIREMENTS OF FULTON COUNTY AS OF THE FOLLOWING
DATE. ANY REVISIONS TO THIS DOCUMENT AFTER THE DATE BELOW THAT MAY
AFFECT SEWER SYSTEMS PRESENTED HEREON SHALL VOID THIS APPROVAL.

APPROVED THIS 27 DAY OF APRIL, 2021

ORIGINAL SIGNATURES IN PB 439 PG 108

SIGNATURE PRINTED NAME AND TITLE

FULTON COUNTY HEALTH DEPARTMENT

This subdivision, as shown, is approved upon the condition that
sewage disposal and water supply facilities are in compliance
with Articles C and D, Sewage Disposal and Drinking Water Supply
of the Fulton County Health Department regulations and in
accordance with the requirements below:

WATER SUPPLY SEWAGE DISPOSAL
(X) Public Water Supply (X) Public Sanitary

() Individual Water Supplies () Individual Onsite Sewage

Service Requirements S/D Type Service Requirements S/D Type
(X) Type "A" (X) Type "A" () Type "C"
() Type "B" () Type "B" () Type "D"

ORIGINAL SIGNATURES IN PB 439 PG 108 04/28/2021

Date Fulton County Health Department

Revision Date Fulton County Health Department

CITY OF SOUTH FULTON

THE DIRECTOR OF THE COMMUNITY DEVELOPMENT AND REGULATORY AFFAIRS
DEPARTMENT OF THE CITY OF SOUTH FULTON, GEORGIA, CERTIFIES THAT THIS
PLAT COMPLIES WITH THE CITY OF SOUTH FULTON ZONING RESOLUTION, CONDITIONS
OF ZONING, AND THE CITY OF SOUTH FULTON SUBDIVISION REGULATIONS AS AMENDED.

FOR THE DIRECTOR, DEPARTMENT OF
COMMUNITY DEVELOPMENT AND REGULATORY AFFAIRS.

3/3/22
DATE

EXISTING TOWN HOME SURVEY FOR:

DRB GROUP, LLC

"ASBUILT BOUNDARY SURVEY"

ANATOLE SUBDIVISION PHASE 2 ~ PB 439 PGS 108 - 111

LAND LOT: 54 & 59

COUNTY: FULTON

DISTRICT: 9C

STATE: GEORGIA

JOB NO: WLS-22-0001

SHEET 1 OF 4

PLEASE SEE PLAT BOOK 439, PAGE 108-111 FOR ORIGINAL SUBDIVISION PLAT, EASEMENT EXHIBIT, ZONING INFORMATION.

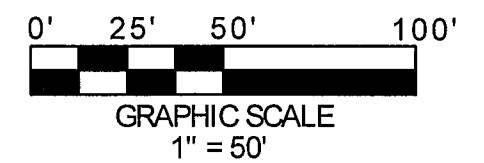
THE PURPOSE OF THIS PLAT IS TO SHOW AS BUILT LOCATIONS FOR THE EXISTING TOWN HOMES, ALONG WITH METES AND BOUNDS FOR EACH TOWN HOME UNIT.

ALL OTHER ASPECTS OF THE ORIGINAL FINAL PLAT REMAIN THE SAME.

UPDATED FINAL PLAT OF ANATOLE ~ PHASE 2

LAND LOTS 54 & 59 9C DISTRICT
CITY OF SOUTH FULTON, FULTON COUNTY, GA

Plat Book 447 Page 63



RESERVED FOR CLERK OF COURT

LEGEND:

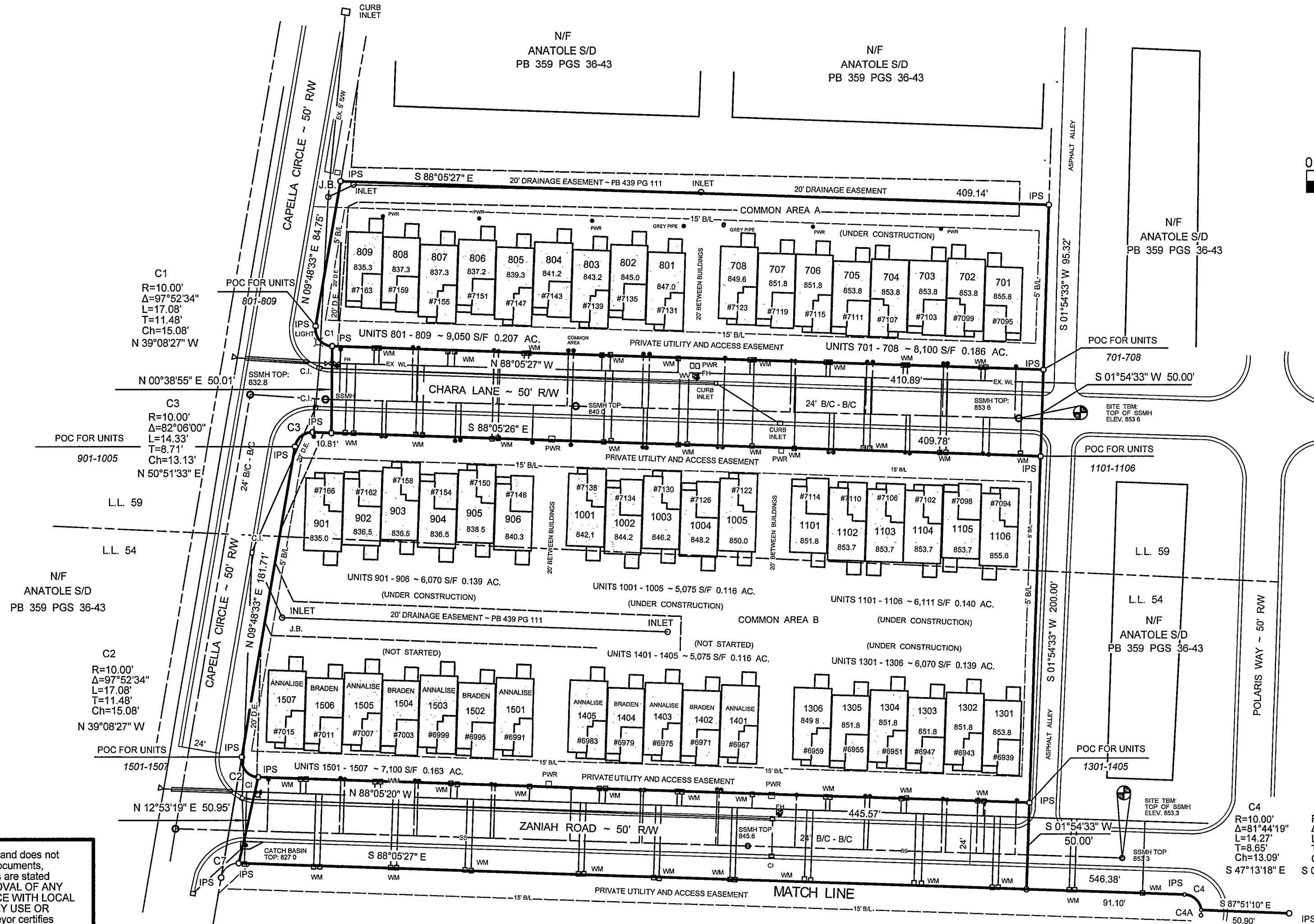
POC: = POINT OF COMMENCEMENT
POB: = POINT OF BEGINNING
IPS: = IRON PIN SET, 1/2" RE-BAR & CAP
IPF: = IRON PIN FOUND
R/W: = RIGHT-OF-WAY
C/L: = CENTERLINE
P/L: = PROPERTY LINE
N/F: = NOW OR FORMERLY
CMF: = CONCRETE MONUMENT FOUND
PP: = POWER POLE
LLL: = LAND LOT LINE
E/P: = EDGE OF PAVEMENT
B/C: = BACK OF CURB
B/L: = BUILDING LINE
FH: = FIRE HYDRANT
MH: = MAN HOLE
CB: = CATCH BASIN
DI: = DROP INLET
JB: = JUNCTION BOX
CI: = CURB INLET

● = SAN. SEWER CLEAN OUT

ZONED: A-L CONDITIONAL
BUILDING SETBACKS:
FRONT: = 15'
SIDE: = 0' INTERIOR
SIDE CORNER: 5'
REAR: = 15'

ZONED: A-L CONDITIONAL
ZONING CONDITIONS RECORDED
IN PLAT BOOK 439 PAGE 109

THE VARIABLE ACCESS & UTILITY EASEMENTS SHOWN ON SHEETS 2 & 3, EXTEND TO THE PROPOSED OR EXISTING TOWNHOME STRUCTURE.



SHEET 2 AREA TABULATIONS:

TOTAL AREA OF SHEET 2
171,229 S/F ~ 3.930 AC.

COMMON AREA A & B MINUS
UNITS 701-1507
75,537 S/F ~ 1.734 AC.

UNITS 701-1507:
52,651 S/F ~ 1.208 AC.

CHARA LANE:
20,516 S/F ~ 0.471 AC.

ZANIAH ROAD:
22,525 S/F ~ 0.517 AC.

SHEET 3

COMMON AREA C

ANATOLE SUBDIVISION PHASE 2 ~ PB 439 PGS 108 - 111

ACCORDING TO THE LATEST FULTON COUNTY
F.I.R.M. COMMUNITY PANEL NO. 13121C 0328 F
DATED SEPTEMBER 18, 2013 THIS PROPERTY DOES
NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE.

The field data upon which this survey is based has been computed for closure by latitudes and departures and has a closure precision of one foot in 29,199 ft. and an angular error of 03" per angle point, and the NO ADJUSTMENT rule was used for adjustment. A GEOMAX ZOOM 90 was used to obtain linear measurements and a GEOMAX ZOOM 90 was used to obtain angular measurements.
FIELD WORK PERFORMED: JANUARY 05, 2022

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.

This survey was prepared in conformity with The Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.



WELBORN LAND SURVEYING, INC.

65 WILLOWCREEK DRIVE

NEWNAN, GEORGIA 30553

EMAIL: WLSMARK@BELLSOUTH.NET

PHONE: 770-254-1383

City of South Fulton March 22, 2022

SUBDIVISION: ANATOLE SUBDIVISION PHASE 2

LOT: UNITS 701 - 2507

CITY: SOUTH FULTON

SCALE: 1" = 50'

DATE: JANUARY 05, 2022

EXISTING TOWN HOME SURVEY FOR:

DRB GROUP, LLC

"ASBUILT BOUNDARY SURVEY"

ANATOLE SUBDIVISION PHASE 2 ~ PB 439 PGS 108 - 111

LAND LOT: 54 & 59

COUNTY: FULTON

DISTRICT: 9C

STATE: GEORGIA

JOB NO: WLS-22-0001

SHEET 2 OF 4

PLEASE SEE PLAT BOOK 439 PAGE 108 -111
FOR ORIGINAL SUBDIVISION PLAT, EASEMENT
EXHIBIT, ZONING INFORMATION.

THE PURPOSE OF THIS PLAT IS TO SHOW AS BUILT
LOCATIONS FOR THE EXISTING TOWN HOMES,
ALONG WITH METES AND BOUNDS FOR EACH
TOWN HOME UNIT.

ALL OTHER ASPECTS OF THE ORIGINAL FINAL PLAT
REMAIN THE SAME.

UPDATED FINAL PLAT OF ANATOLE ~ PHASE 2

LAND LOT 59 9C DISTRICT
CITY OF SOUTH FULTON, FULTON COUNTY, GA

Plat Book 447 Page 64

SHEET 2



RESERVED FOR CLERK OF COURT

LEGEND:

POC: = POINT OF COMMENCEMENT
POB: = POINT OF BEGINNING
IPS: = IRON PIN SET, 1/2" RE-BAR & CAP
IPF: = IRON PIN FOUND
R/W: = RIGHT-OF-WAY
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CB: = CATCH BASIN
DI: = DROP INLET
JB: = JUNCTION BOX
CI: = CURB INLET

6 = SAN. SEWER CLEAN OUT

ZONED: A-L CONDITIONAL
BUILDING SETBACKS:
FRONT: = 15'
SIDE: = 0' INTERIOR
SIDE CORNER: 5'
REAR: = 15'

ZONED: A-L CONDITIONAL
ZONING CONDITIONS RECORDED
IN PLAT BOOK 439 PAGE 109

THE VARIABLE ACCESS & UTILITY EASEMENTS SHOWN ON
SHEETS 2 & 3, EXTEND TO THE PROPOSED OR EXISTING
TOWNHOME STRUCTURE.

(iii) This plat is a retracement of an existing parcel or parcels of land and does not
subdivide or create a new parcel. The recording information of the documents,
maps, plats, or other instruments which created the parcel or parcels are stated
hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY
LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL
REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR
PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies
that this plat complies with the minimum technical standards for property surveys
in Georgia as set forth in the rules and regulations of the Georgia Board of Registration
for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act
O.C.G.A. 15-6-67.

The field data upon which this survey is based
has been computed for closure by latitudes and
departures and has a closure precision of one
foot in 29,199 ft. and an angular error of
03" per angle point, and the NO ADJUSTMENT
rule was used for adjustment. A GEOMAX ZOOM 90
was used to obtain linear measurements and a
GEOMAX ZOOM 90 was used to obtain angular
measurements.
FIELD WORK PERFORMED: JANUARY 05, 2022

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS
FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000'
FEET.

This survey was prepared in conformity with The Technical Standards for
Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the
Georgia Board of Registration for Professional Engineers and Land Surveyors
and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

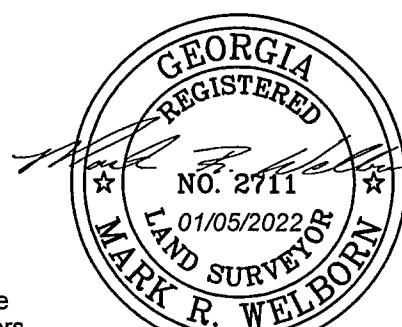
WELBORN LAND SURVEYING, INC.

65 WILLOWCREEK DRIVE

NEWNAN, GEORGIA 30263

EMAIL: WLSMARK@BELLSOUTH.NET

PHONE: 770-254-1383



ACCORDING TO THE LATEST FULTON COUNTY
F.I.R.M. COMMUNITY PANEL NO. 13121C 0328 F
DATED SEPTEMBER 18, 2013 THIS PROPERTY DOES
NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE.

SUBDIVISION: ANATOLE SUBDIVISION PHASE 2
LOT: UNITS 1601 - 2507
CITY: SOUTH FULTON
SCALE: 1" = 50'
DATE: JANUARY 05, 2022

EXISTING TOWN HOME SURVEY FOR:

DRB GROUP, LLC

"ASBUILT BOUNDARY SURVEY"

ANATOLE SUBDIVISION PHASE 2 ~ PB 439 PGS 108 - 111

LAND LOT: 59
COUNTY: FULTON
DISTRICT: 9C
STATE: GEORGIA
JOB NO: WLS-22-0001

SHEET 3 AREA TABULATIONS:

TOTAL AREA OF SHEET 3
194,534 S/F ~ 4.465 AC.

COMMON AREA C & D MINUS
UNITS 1601-2507

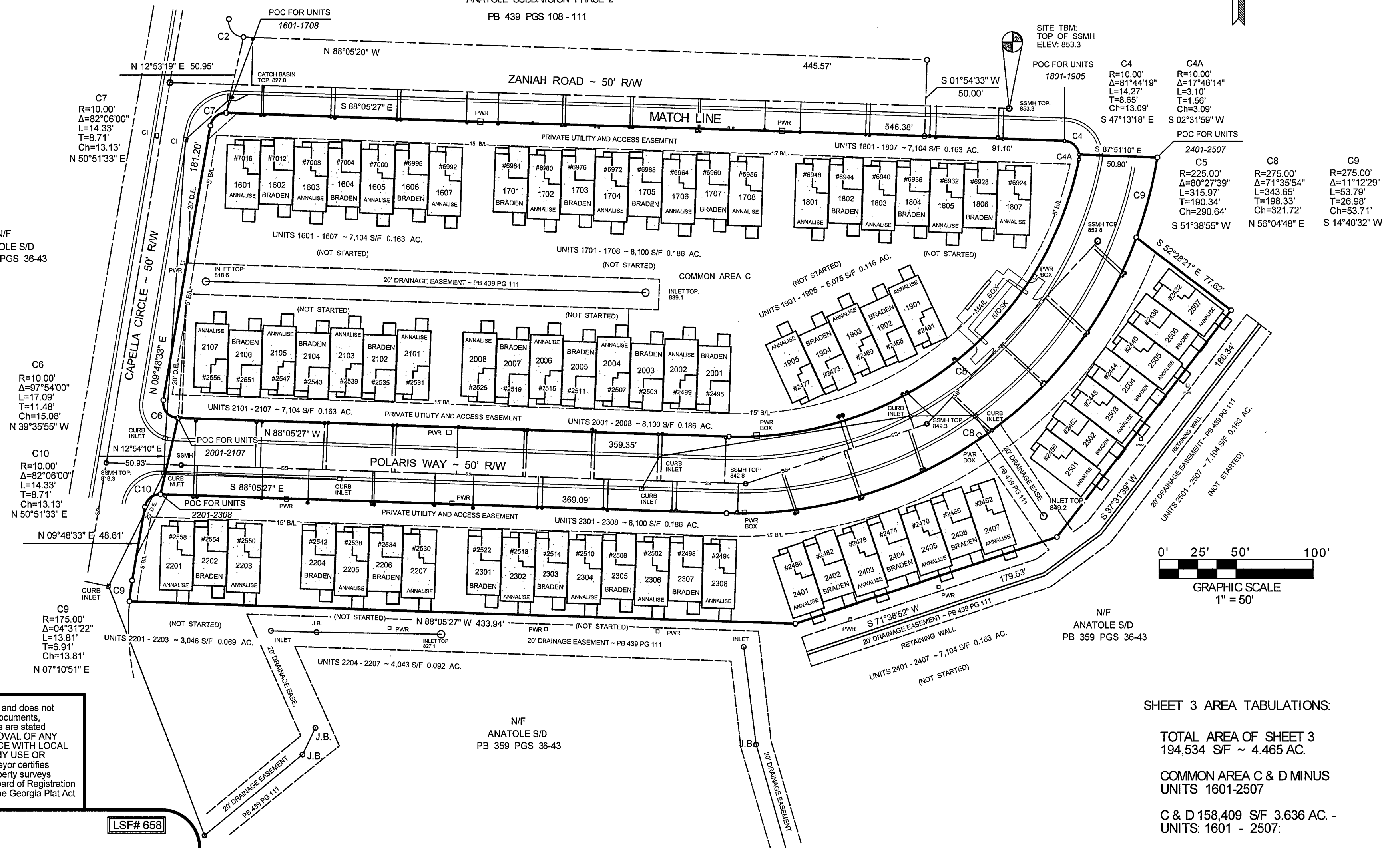
C & D 158,409 S/F 3.636 AC. -
UNITS 1601 - 2507:

71,976 S/F ~ 1.652 AC.

= 86,433 S/F ~ 1.984 AC.

UNITS 1601-2507:
71,976 S/F ~ 1.652 AC.

POLARIS WAY:
36,125 S/F ~ 0.829 AC.



LSF# 658

PLEASE SEE PLAT BOOK 439 PAGE 108 -111
FOR ORIGINAL SUBDIVISION PLAT, EASEMENT
EXHIBIT, ZONING INFORMATION.

THE PURPOSE OF THIS PLAT IS TO SHOW ASBUILT
LOCATIONS FOR THE EXISTING TOWNHOMES,
ALONG WITH METES AND BOUNDS FOR EACH
TOWN HOME UNIT.

ALL OTHER ASPECTS OF THE ORIGINAL FINAL PLAT
REMAIN THE SAME.

THE VARIABLE ACCESS & UTILITY EASEMENTS SHOWN ON
SHEETS 2 & 3, EXTEND TO THE PROPOSED OR EXISTING
TOWNHOME STRUCTURE.

ACCORDING TO THE LATEST FULTON COUNTY
F.I.R.M. COMMUNITY PANEL NO. 13121C 0328 F
DATED SEPTEMBER 18, 2013 THIS PROPERTY DOES
NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE.

UPDATED FINAL PLAT OF ANATOLE ~ PHASE 2

LAND LOTS 54 & 59 9C DISTRICT
CITY OF SOUTH FULTON, FULTON COUNTY, GA

**BUILDING BEARINGS & DISTANCES ARE INTENDED
TO FOLLOW OUTSIDE OF EXTERIOR WALLS AND
CENTERLINE OF FIRE WALLS AND FORM RIGHT
ANGLES AT BUILDING CORNERS.**

UNITS 801 - 809 ~ 9,050 S/F 0.207 AC. = PROPOSED
UNITS 801 - 809 ~ 9,085 S/F 0.208 AC. = MEASURED

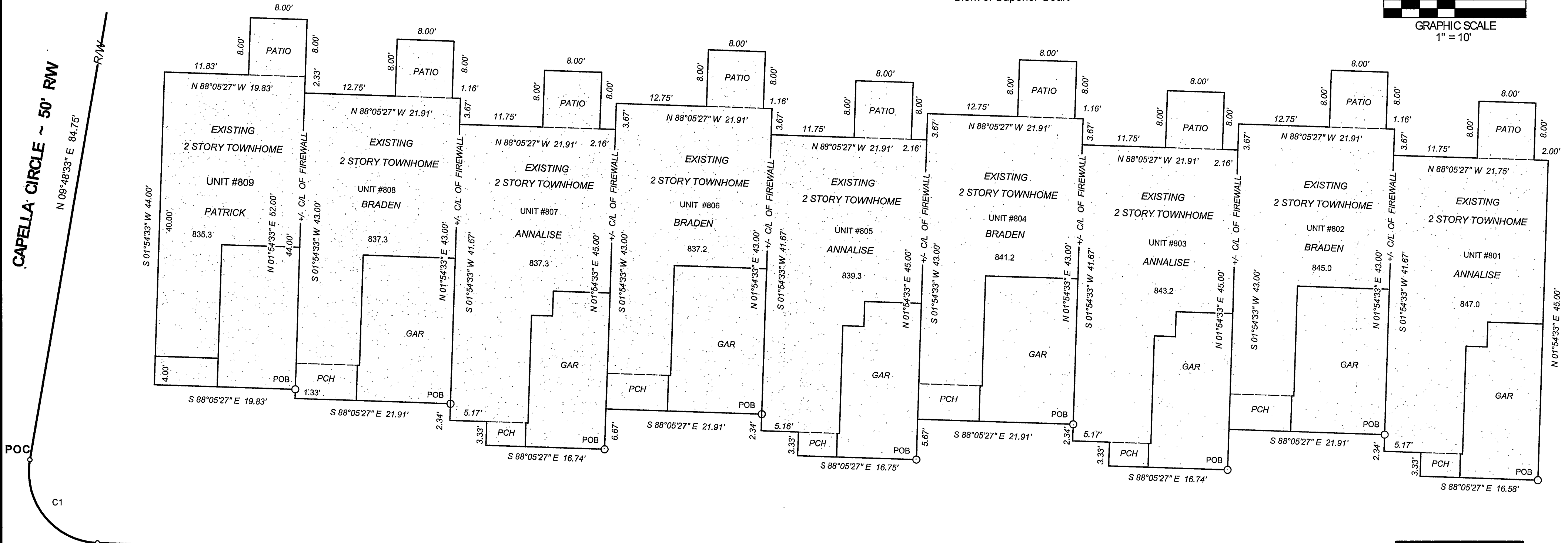
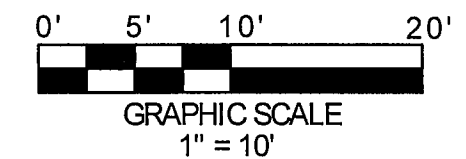
Plat Book 447 Page 65
CATHELENE ROBINSON
Clerk of Superior Court

LEGEND:

POC: = POINT OF COMMENCEMENT
POB: = POINT OF BEGINNING
IPS: = IRON PIN SET, 1/2" RE-BAR & CAP
IPF: = IRON PIN FOUND
RW: = RIGHT-OF-WAY
C/L: = CENTERLINE
P/L: = PROPERTY LINE
N/F: = NOW OR FORMERLY
CMF: = CONCRETE MONUMENT FOUND
PP: = POWER POLE
LL: = LAND LOT LINE
E/P: = EDGE OF PAVEMENT
B/C: = BACK OF CURB
B/L: = BUILDING LINE
FH: = FIRE HYDRANT
MH: = MAN HOLE
CB: = CATCH BASIN
DI: = DROP INLET
JB: = JUNCTION BOX
CI: = CURB INLET

ZONED: A-L CONDITIONAL
BUILDING SETBACKS:
FRONT: = 15'
SIDE = 0' INTERIOR
SIDE CORNER: 5'
REAR: = 15'

ZONED: A-L CONDITIONAL:
ZONING CONDITIONS RECORDED
IN PLAT BOOK 439 PAGE 109



ORIGINAL FOUNDATION FORM SURVEY
PERFORMED: 08/13/2021.

POB'S AND ADDITIONAL FIELD WORK
PERFORMED: 01/04/2022.

DATE OF PLAT: 01/05/2022.

The field data upon which this survey is based
has been computed for closure by latitudes and
departures and has a closure precision of one
foot in 29,199 ft. and an angular error of
03" per angle point, and the NO ADJUSTMENT
rule was used for adjustment. A GEOMAX ZOOM 90
was used to obtain linear measurements and a
GEOMAX ZOOM 90 was used to obtain angular
measurements.
FIELD WORK PERFORMED: JANUARY 04, 2022

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS
FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000'
FEET.

This survey was prepared in conformity with The Technical Standards for
Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the
Georgia Board of Registration for Professional Engineers and Land Surveyors
and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.



LSF# 658

WELBORN LAND SURVEYING, INC.

65 WILLOWCREEK DRIVE

NEWNAN, GEORGIA 30064

EMAIL: WLSMARK@BELLSOUTH.NET

PHONE: 770-254-1383

City of South Fulton March 22, 2022

(iii) This plat is a retracement of an existing parcel or parcels of land and does not
subdivide or create a new parcel. The recording information of the documents,
maps, plats, or other instruments which created the parcel or parcels are stated
hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY
LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL
REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR
PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies
that this plat complies with the minimum technical standards for property surveys
in Georgia as set forth in the rules and regulations of the Georgia Board of Registration
for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act
O.C.G.A. 15-6-67.

SUBDIVISION: ANATOLE SUBDIVISION PHASE 2

LOT: UNITS 801 - 809

CITY: SOUTH FULTON

SCALE: 1" = 10'

DATE: DECEMBER 31, 2021

POB LINE TABLE

POC-POB ~ UNIT 801 S 89°12'15" E 212.14'
POC-POB ~ UNIT 802 S 88°57'52" E 190.61'
POC-POB ~ UNIT 803 S 89°29'33" E 168.50'
POC-POB ~ UNIT 804 N 88°05'11" E 146.86'
POC-POB ~ UNIT 805 S 89°59'06" E 124.69'
POC-POB ~ UNIT 806 N 86°27'49" E 103.18'
POC-POB ~ UNIT 807 N 88°59'21" E 80.91'
POC-POB ~ UNIT 808 N 82°28'11" E 59.70'
POC-POB ~ UNIT 809 N 75°10'22" E 38.62'

UNIT AREA TABLE

UNIT 801	1025.33 sq.ft. (0.0235 acres)
UNIT 802	1006.13 sq.ft. (0.0231 acres)
UNIT 803	1032.75 sq.ft. (0.02371 acres)
UNIT 804	1006.13 sq.ft. (0.0231 acres)
UNIT 805	1032.75 sq.ft. (0.0237 acres)
UNIT 806	1006.13 sq.ft. (0.0231 acres)
UNIT 807	1032.75 sq.ft. (0.0237 acres)
UNIT 808	1006.13 sq.ft. (0.0231 acres)
UNIT 809	936.52 sq.ft. (0.0215 acres)

Total area of all parcels: 9084.62 sq.ft. (0.2085 acres)

EXISTING TOWNHOME SURVEY FOR:

DRB GROUP, LLC

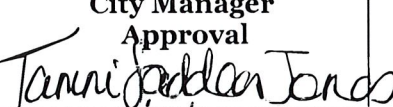
"ASBUILT BOUNDARY SURVEY"

ANATOLE SUBDIVISION PHASE 2 ~ PB 439 PGS 108 - 111

LAND LOT:	59
COUNTY:	FULTON
DISTRICT:	9C
STATE:	GEORGIA
JOB NO:	WLS-21-1400

City of South Fulton Agenda Item Summary



City Council Meeting Date 3/22/2022		
Requesting Department CDRA - Engineering and Land Development		Council District(s) Affected Council District 2
Requested Action Council to confirm the revised plat for Anatole (Buildings 700, 900, 1000 & 1100)		
Requirements for Council Action (City specific Council policy, statute or code requirement) Section 4.2.2.E of the City's Municipal Codes calls for the City Council to confirm receipt of all recorded plats. All recorded plats have been received and logged by Fulton County Superior Court, at this time. Located in Council District #2, This Plat revision is to update the as-built location of Anatole Phase 2 (Buildings 700, 900, 1000 & 1100) within this 350-unit town-home and single-family community.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) 4.2.2.E The final plat shall be considered approved at the time of the certification by the Director. Upon receipt of the recorded plat by the Department, the final plat shall be presented for confirmation to the City Council at the next regularly scheduled meeting. In residential and non-residential subdivisions, building permits shall not be issued for any approved minor or final plat until the approval of the Director and the receipt by the Department of the final recorded plat for subsequent confirmation by the City Council is complete.		
Funding Source (if applicable)		
Financial Impact (if applicable)		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval 		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval  3/12/22	City Manager Approval  3/9/2022

PLEASE SEE PLAT BOOK 439 PAGE 108-111 FOR ORIGINAL SUBDIVISION PLAT, EASEMENT EXHIBIT, ZONING INFORMATION.

THE PURPOSE OF THIS PLAT IS TO SHOW ASBUILT LOCATIONS FOR THE EXISTING TOWN HOMES, ALONG WITH METES AND BOUNDS FOR EACH TOWN HOME UNIT.

ALL OTHER ASPECTS OF THE ORIGINAL FINAL PLAT REMAIN THE SAME.

ZONED: A-L CONDITIONAL (PB 439 PG 109)
BUILDING SETBACKS:
FRONT: = 15'
SIDE: = 0' INTERIOR
SIDE CORNER: 5'
REAR: = 15'

RESERVED FOR CLERK OF COURT

OWNER'S ACKNOWLEDGEMENT:
STATE OF GEORGIA
CITY OF SOUTH FULTON
(COUNTY OF FULTON)

The owner of record of the land shown on this plat and whose name is subscribed thereto, in person or through a duly authorized agent, hereby acknowledges that this plat was made from an actual survey, dedicates to the public for use forever those water and sewer improvements constructed in accordance with this plat that are specifically labeled as dedicated to the public, and dedicates to the City of South Fulton, the complete ownership and use of all public streets and dedicated right-of-way specifically labeled as public streets and dedicated right-of-way, and dedicates to the use of the public forever the following:

Public Streets	1.81	acres
Public Sewer Easements	1.81	acres
Public Drainage Easements	0.92	acres
Public Parks/Open Space	3.65	acres
SAME AS OWNER	DRB GROUP GEORGIA, LLC	
Typed Name of Subdivider	Typed Name of Owner of Record	
Signature of Subdivider	Signature of Owner of Record	
Date	Date	

DRAINAGE

The owner of record, on behalf of himself (itself) and all successors in interest, specifically releases the City of South Fulton from any and all liability and responsibility for flooding or erosion from storm drains or from flooding from high water of natural creeks, rivers or drainage features. A drainage easement is hereby established for the sole purpose of providing for the emergency protection of the free flow of surface waters along all watercourses as established by these Regulations and the Director of the Department of Public Works. Said Director may conduct emergency maintenance operations within this easement where emergency conditions exist. Emergency maintenance shall be the removal of trees and other debris, excavation, filling and the like, necessary to remedy a condition, which in the judgment of staff and Director, is potentially injurious to life, property, or the public road or utility system. Such emergency maintenance, conducted for the common good, shall not be construed as constituting a continuing maintenance obligation on the part of the City of South Fulton County nor abrogation of the City of South Fultons right to seek reimbursement for expenses from the owner(s) of the property(ies) or the lands that generated the conditions.

SURVEYORS CERTIFICATE

(iii) This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

The field data upon which this survey is based has been computed for closure by latitudes and departures and has a closure precision of one foot in 29,199 ft. and an angular error of .03" per angle point, and the NO ADJUSTMENT rule was used for adjustment. A GEOMAX ZOOM 90 was used to obtain linear measurements and a GEOMAX ZOOM 90 was used to obtain angular measurements.
FIELD WORK PERFORMED: JANUARY 04, 2022

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.

This survey was prepared in conformity with The Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

WELBORN LAND SURVEYING, INC.

65 WILLOW CREEK DRIVE

PHONE: 770-254-1383

NEWNAN, GEORGIA 30063

EMAIL: WLSMARK@BELLSOUTH.NET

City of South Fulton | March 22, 2022

UPDATED FINAL PLAT OF ANATOLE ~ PHASE 2

LAND LOTS 54 & 59 9C DISTRICT
CITY OF SOUTH FULTON, FULTON COUNTY, GA

PROJECT/CASE BLDG-RES-202-07-001126

PARCEL NO. 09C150000590985

LDP 19-01241LP FULTON COUNTY, GEORGIA

WR NO. 20S-011WR

Plat Book 447 Page 69

Filed and Recorded 03/10/2022 08:51:00 AM

2022-0118222

CATHELENE ROBINSON

Clerk of Superior Court

Fulton County, GA

Participant IDs: 20220329200

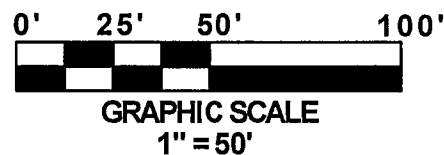
ZONING: A-L CONDITIONAL
SITE AREA ~ PHASE 2: 8.396 ACRES
MAXIMUM UNITS PER ZONING: 350 UNITS
EXISTING PHASE 2 SINGLE FAMILY LOTS: 127 UNITS
EXISTING PHASE 1 TOWNHOMES: 100 UNITS
PROPOSED PHASE 2 TOWNHOMES: 123 UNITS
TOTAL UNITS PROPOSED: 350 UNITS
PROPOSED PHASE 2 DENSITY: 14.64 UNITS PER ACRE

"City of South Fulton, Fulton County, and City of Atlanta personnel and/or agents shall have free and total access to and across all easements."

ALL UTILITIES ARE TO BE UNDERGROUND.
ALL SANITARY SEWER EASEMENTS ARE PUBLIC.
ALL SREETS SHOWN HEREON ARE PAVED PUBLIC STREETS.
ALL DRAINAGE EASEMENTS ARE PRIVATELY MAINTAINED.

THE VARIABLE ACCESS & UTILITY EASEMENTS SHOWN ON SHEETS 2 & 3, EXTEND TO THE PROPOSED OR EXISTING TOWNHOME STRUCTURE.

- Minimum heated floor area: 1,100 S/F
- Proposed parking: Within the driveways of town homes. one in garage, & one in the driveway.
- Minimum lot area: N/A FOR TOWN HOMES. 3,000 S/F FOR DETACHED SINGLE FAMILY.
- Lot frontage: Is equal to dimensions of existing town home. N/A FOR TOWN HOMES. 35' FOR SINGLE FAMILY DETACHED.



FLOOD HAZARD NOTES

THE INTERMEDIATE REGIONAL FLOOD (I.R.F.) AREAS SHOWN HEREON WERE DETERMINED BY THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE ARE AFFIXED HERETO. FULTON COUNTY DOES NOT, BY APPROVING THIS PLAT, WARRANT THEIR ACCURACY, NOR IMPLY THAT LAND OUTSIDE THE AREAS OF FLOOD HAZARD SHOWN, WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. FUTHER, FULTON IMPROVEMENTS THEREIN, ASSUME MAINTENANCE OF THE FLOOD CARRYING CAPACITY OF THE FLOOD AREAS OR WATERCOURSES. MAINTENANCE SHALL REMAIN THE RESPONSIBILITY OF THE OWNERS OF THE LAND UPON WHICH THEY EXIST. THE OWNER OF A LOT OR PARCEL, THAT CONTAINS A FLOOD HAZARD AREA, IS REQUIRED TO SUBMIT A SITE PLAN TO FULTON COUNTY, PRIOR TO THE INITIATION OF ANY IMPROVEMENTS TO THE LOT OR PARCEL. THE SITE PLAN SHALL INCLUDE THE LOCATION AND ELEVATION OF THE I.R.F. WITHIN THE LOT OR PARCEL AND THE EXISTING AND PROPOSED IMPROVEMENTS. APPROVAL OF THE SITE PLAN BY FULTON COUNTY IS REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

- A PROFESSIONAL ENGINEER OR LICENSED LAND SURVEYOR, REGISTERED IN THE STATE OF GEORGIA SHALL PROVIDE A LOWEST FLOOR ELEVATION CERTIFICATE TO THE DIRECTOR OF THE DEVELOPMENT SERVICES.
- THE LOWEST FLOOR ELEVATION (LFE), MINIMUM FLOOR ELEVATION (MFE) AND FINISHED FLOOR ELEVATIONS SHOWN HEREON INCLUDE A BASEMENT AND OR ATTACHED GARAGE.
- THE FLOOD PLAIN INDEMNIFICATION AGREEMENT FOR THIS PROJECT DATED FEBRUARY 03, 2003, IS RECORDED IN DEED BOOK _____, PAGE _____ FULTON COUNTY RECORDS.
- THE (MFE)S SHOWN HEREON WERE DETERMINED BY THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE ARE AFFIXED HERETO. FULTON CO., DOES NOT BY APPROVING THIS PLAT, WARRANT THEIR ACCURACY, NOR IMPLY THAT LAND OUTSIDE THE AREAS OF FLOOD HAZARD SHOWN, WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. FULTON CO., DOES NOT, BY APPROVING THIS PLAT NOR ACCEPTING THE PUBLIC IMPROVEMENTS THEREIN, ASSUME MAINTENANCE OF THE FLOOD CARRYING CAPACITY OF THE FLOOD AREAS OF WATERCOURSES
- THE OWNER OF A LOT OR PARCEL, THAT CONTAINS A FLOOD HAZARD AREA, REQUIRED TO SUBMIT A SITE PLAN TO FULTON COUNTY, PRIOR TO THE INITIATION OF ANY IMPROVEMENTS TO THE LOT OR PARCEL.
- THE ENGINEER ASSUMES NO RESPONSIBILITY FOR STREAM MAINTENANCE. THE MFE ELEVATIONS THAT APPEAR ON THIS PLAT ARE PREDICATED ON THE CULVERTS, HYDRAULIC CONTROLS AND STREAM REMAINING CLEAR OF OBSTRUCTION.

ACCORDING TO THE LATEST FULTON COUNTY F.I.R.M. COMMUNITY PANEL NO. 13121C 0328 F DATED SEPTEMBER 18, 2013 THIS PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE.

SUBDIVISION: ANATOLE SUBDIVISION PHASE 2

LOT: UNITS 701 - 2507

CITY: SOUTH FULTON

SCALE: 1" = 50'

DATE: JANUARY 05, 2022

PHASE 2 SUMMARY AREA:

TOTAL AREA: 8.396 ACRES ~ 365,763 SQ. FT.

COMMON AREA A: 0.910 ACRES ~ 39,599 SQ. FT.

COMMON AREA B: 2.033 ACRES ~ 88,589 SQ. FT.

COMMON AREA C: 2.413 ACRES ~ 105,147 SQ. FT.

COMMON AREA D: 1.222 ACRES ~ 53,262 SQ. FT.

CHARA LANE: 0.471 ACRES ~ 20,516 SQ. FT.

ZANIAH ROAD: 0.517 ACRES ~ 22,525 SQ. FT.

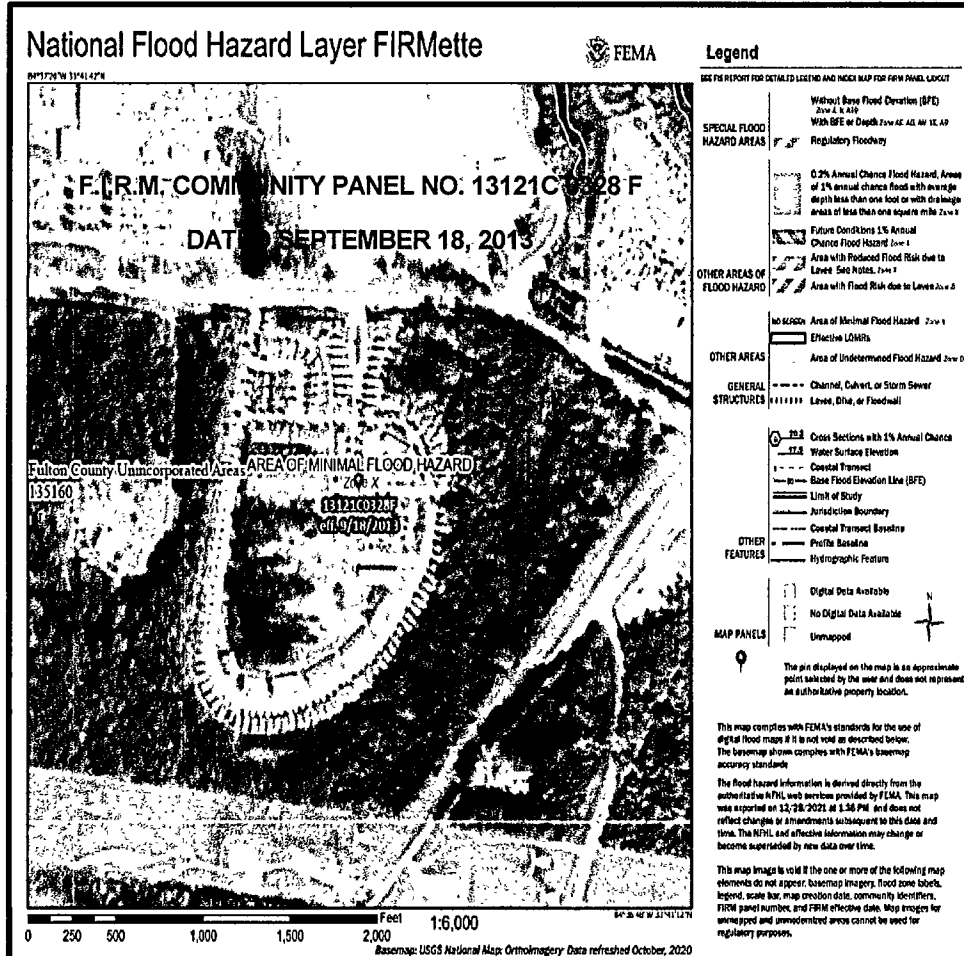
POLARIS WAY: 0.830 ACRES ~ 36,125 SQ. FT.

TOTAL AREA: 8.396 ACRES ~ 365,763 SQ. FT.

STATEMENT OF SLOPE EASEMENT

This plat is approved with the understanding that easement is granted the City of South Fulton along all road frontage for the purpose of sloping cuts and fills as follows:

0' to 5' not less than 3 to 1 slope
5' to 10' not less than 2 to 1 slope

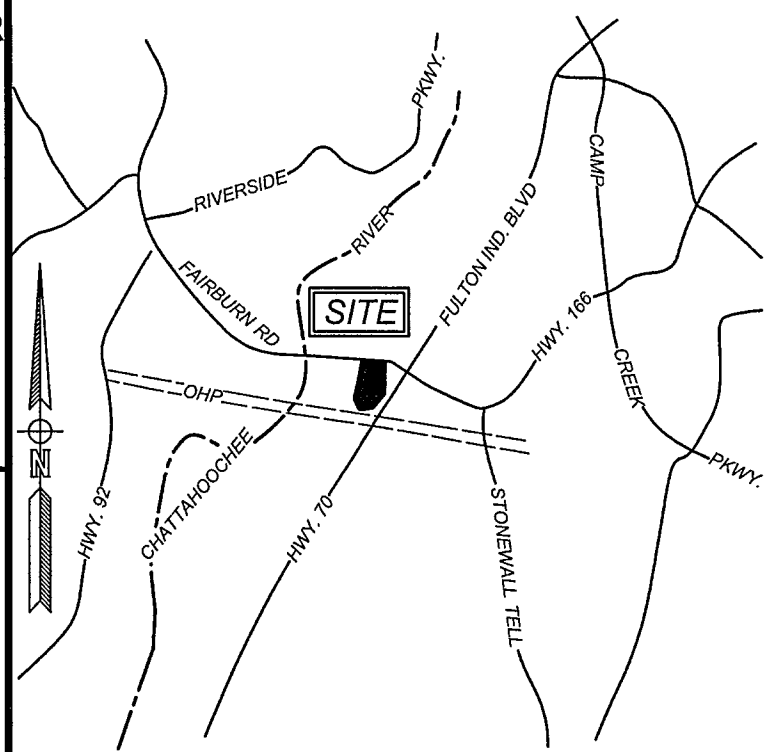


OWNER/DEVELOPER

DRB GROUP

160 WHITNEY STREET
FAYETTEVILLE, GA 30214

24 HOUR CONTACT:
DOUG RANSOM
404-859-7887



LEGEND:

POC: = POINT OF COMMENCEMENT
POB: = POINT OF BEGINNING
IPS: = IRON PIN SET, 1/2" RE-BAR & CAP
IPF: = IRON PIN FOUND
R/W: = RIGHT-OF-WAY
C/L: = CENTERLINE
P/L: = PROPERTY LINE
N/F: = NOW OR FORMERLY
CMF: = CONCRETE MONUMENT FOUND
PP: = POWER POLE
LL: = LAND LOT LINE
E/P: = EDGE OF PAVEMENT
B/C: = BACK OF CURB
B/L: = BUILDING LINE
FH: = FIRE HYDRANT
MH: = MAN HOLE
CB: = CATCH BASIN
DI: = DROP INLET
JB: = JUNCTION BOX
CI: = CURB INLET

o = SAN. SEWER CLEAN OUT

"Water service provided by City of Atlanta"

"Waste water service provided by Fulton County"

"No rental or lease of lots or houses by DRB Group Georgia, LLC"

FULTON COUNTY DEPARTMENT OF PUBLIC WORKS

I CERTIFY THAT THIS DEVELOPMENT HAS COMPLIED WITH THE APPLICABLE SANITARY SEWER REQUIREMENTS OF FULTON COUNTY AS OF THE FOLLOWING DATE. ANY REVISIONS TO THIS DOCUMENT AFTER THE DATE BELOW THAT MAY AFFECT SEWER SYSTEMS PRESENTED HEREON SHALL VOID THIS APPROVAL.

APPROVED THIS 27 DAY OF APRIL, 2021

ORIGINAL SIGNATURES IN PB 439 PG 108

SIGNATURE PRINTED NAME AND TITLE

FULTON COUNTY HEALTH DEPARTMENT

This subdivision, as shown, is approved upon the condition that sewage disposal and water supply facilities are in compliance with Articles C and D, Sewage Disposal and Drinking Water Supply of the Fulton County Health Department regulations and in accordance with the requirements below:

WATER SUPPLY SEWAGE DISPOSAL
(X) Public Water Supply (X) Public Sanitary

() Individual Water Supplies () Individual Onsite Sewage

Service Requirements S/D Type Service Requirements S/D Type
(X) Type "A" (X) Type "A" () Type "C"
() Type "B" () Type "B" () Type "D"

ORIGINAL SIGNATURES IN PB 439 PG 108 04/28/2021

Date Fulton County Health Department

Revision Date Fulton County Health Department

CITY OF SOUTH FULTON

THE DIRECTOR OF THE COMMUNITY DEVELOPMENT AND REGULATORY AFFAIRS DEPARTMENT OF THE CITY OF SOUTH FULTON, GEORGIA, CERTIFIES THAT THIS PLAT COMPLIES WITH THE CITY OF SOUTH FULTON ZONING RESOLUTION, CONDITIONS OF ZONING, AND THE CITY OF SOUTH FULTON SUBDIVISION REGULATIONS AS AMENDED.

FOR THE DIRECTOR, DEPARTMENT OF
COMMUNITY DEVELOPMENT AND REGULATORY AFFAIRS.

DATE

EXISTING TOWN HOME SURVEY FOR:

DRB GROUP, LLC

"ASBUILT BOUNDARY SURVEY"

ANATOLE SUBDIVISION PHASE 2 ~ PB 439 PGS 108 - 111

LAND LOT: 54 & 59

COUNTY: FULTON

DISTRICT: 9C

STATE: GEORGIA

JOB NO: WLS-22-0001

SHEET 1 OF 4

PLEASE SEE PLAT BOOK 439 PAGE 108 -111
FOR ORIGINAL SUBDIVISION PLAT, EASEMENT
EXHIBIT, ZONING INFORMATION.

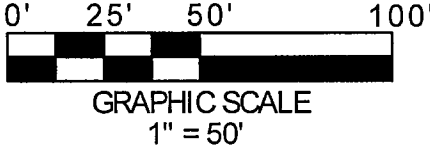
THE PURPOSE OF THIS PLAT IS TO SHOW AS BUILT
LOCATIONS FOR THE EXISTING TOWN HOMES,
ALONG WITH METES AND BOUNDS FOR EACH
TOWN HOME UNIT.

ALL OTHER ASPECTS OF THE ORIGINAL FINAL PLAT
REMAIN THE SAME.

UPDATED FINAL PLAT OF ANATOLE ~ PHASE 2

LAND LOTS 54 & 59 9C DISTRICT
CITY OF SOUTH FULTON, FULTON COUNTY, GA

Plat Book 447 Page 70



SHEET 2 AREA TABULATIONS:

TOTAL AREA OF SHEET 2
171,229 S/F ~ 3.930 AC.

COMMON AREA A & B MINUS
UNITS 701-1507
75,537 S/F ~ 1.734 AC.

UNITS 701-1507:
52,651 S/F ~ 1.208 AC.

CHARA LANE:
20,516 S/F ~ 0.471 AC.

ZANIAH ROAD:
22,525 S/F ~ 0.517 AC.

RESERVED FOR CLERK OF COURT

LEGEND:

- POC: = POINT OF COMMENCEMENT
POB: = POINT OF BEGINNING
IPS: = IRON PIN SET, 1/2" RE-BAR & CAP
IPF: = IRON PIN FOUND
R/W: = RIGHT-OF-WAY
C/L: = CENTERLINE
P/L: = PROPERTY LINE
N/F: = NOW OR FORMERLY
CMF: = CONCRETE MONUMENT FOUND
PP: = POWER POLE
LLL: = LAND LOT LINE
E/P: = EDGE OF PAVEMENT
B/C: = BACK OF CURB
B/L: = BUILDING LINE
FH: = FIRE HYDRANT
MH: = MAN HOLE
CB: = CATCH BASIN
DI: = DROP INLET
JB: = JUNCTION BOX
CI: = CURB INLET
● = SAN. SEWER CLEAN OUT

ZONED: A-L CONDITIONAL
BUILDING SETBACKS:
FRONT: = 15'
SIDE: = 0' INTERIOR
SIDE CORNER: 5'
REAR: = 15'

ZONED: A-L CONDITIONAL:
ZONING CONDITIONS RECORDED
IN PLAT BOOK 439 PAGE 109

THE VARIABLE ACCESS & UTILITY EASEMENTS SHOWN ON
SHEETS 2 & 3, EXTEND TO THE PROPOSED OR EXISTING
TOWNHOME STRUCTURE.

(iii) This plat is a retracement of an existing parcel or parcels of land and does not
subdivide or create a new parcel. The recording information of the documents,
maps, plats, or other instruments which created the parcel or parcels are stated
hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY
LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL
REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR
PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies
that this plat complies with the minimum technical standards for property surveys
in Georgia as set forth in the rules and regulations of the Georgia Board of Registration
for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act
O.C.G.A. 15-6-67.

The field data upon which this survey is based
has been computed for closure by latitudes and
departures and has a closure precision of one
foot in 29,199 ft. and an angular error of
03" per angle point, and the NO ADJUSTMENT
rule was used for adjustment. A GEOMAX ZOOM 90
was used to obtain linear measurements and a
GEOMAX ZOOM 90 was used to obtain angular
measurements. JANUARY 05, 2022
FIELD WORK PERFORMED:

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS
FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000'
FEET.

This survey was prepared in conformity with The Technical Standards for
Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the
Georgia Board of Registration for Professional Engineers and Land Surveyors
and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.



WELBORN LAND SURVEYING, INC.

65 WILLOWCREEK DRIVE

NEWNAN, GEORGIA 30159

EMAIL: WLSMARK@BELL.SOUTH.NET

PHONE: 770-254-1383

City of South Fulton March 22, 2022

SUBDIVISION: ANATOLE SUBDIVISION PHASE 2
LOT: UNITS 701 - 2507
CITY: SOUTH FULTON
SCALE: 1" = 50'
DATE: JANUARY 05, 2022

SHEET 3

COMMON AREA C

ANATOLE SUBDIVISION PHASE 2 ~ PB 439 PGS 108 - 111

ACCORDING TO THE LATEST FULTON COUNTY
F.I.R.M. COMMUNITY PANEL NO. 13121C 0328 F
DATED SEPTEMBER 18, 2013 THIS PROPERTY DOES
NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE.

EXISTING TOWN HOME SURVEY FOR:

DRB GROUP, LLC

"ASBUILT BOUNDARY SURVEY"

ANATOLE SUBDIVISION PHASE 2 ~ PB 439 PGS 108 - 111

LAND LOT:	54 & 59
COUNTY:	FULTON
DISTRICT:	9C
STATE:	GEORGIA
JOB NO:	WLS-22-0001
SHEET 2 OF 4	

PLEASE SEE PLAT BOOK 439 PAGE 108 -111
FOR ORIGINAL SUBDIVISION PLAT, EASEMENT
EXHIBIT, ZONING INFORMATION.

THE PURPOSE OF THIS PLAT IS TO SHOW AS BUILT
LOCATIONS FOR THE EXISTING TOWN HOMES,
ALONG WITH METES AND BOUNDS FOR EACH
TOWN HOME UNIT.

ALL OTHER ASPECTS OF THE ORIGINAL FINAL PLAT
REMAIN THE SAME.

UPDATED FINAL PLAT OF

ANATOLE ~ PHASE 2

LAND LOT 59 9C DISTRICT
CITY OF SOUTH FULTON, FULTON COUNTY, GA

Plat Book 447 Page 71

SHEET 2

GRID NORTH
GA WEST ZONE

RESERVED FOR CLERK OF COURT

LEGEND:

POC: = POINT OF COMMENCEMENT
POB: = POINT OF BEGINNING
IPS: = IRON PIN SET, 1/2" RE-BAR & CAP
IPF: = IRON PIN FOUND
R/W: = RIGHT-OF-WAY
C/L: = CENTERLINE
P/L: = PROPERTY LINE
N/F: = NOW OR FORMERLY
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MH: = MAN HOLE
CB: = CATCH BASIN
DI: = DROP INLET
JB: = JUNCTION BOX
CI: = CURB INLET

● = SAN. SEWER CLEAN OUT

ZONED: A-L CONDITIONAL
BUILDING SETBACKS:
FRONT: = 15'
SIDE: = 0' INTERIOR
SIDE CORNER: 5'
REAR: = 15'

ZONED: A-L CONDITIONAL:
ZONING CONDITIONS RECORDED
IN PLAT BOOK 439 PAGE 109

THE VARIABLE ACCESS & UTILITY EASEMENTS SHOWN ON
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GEOMAX ZOOM 90 was used to obtain angular
measurements.
FIELD WORK PERFORMED: JANUARY 05, 2022

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS
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WELBORN LAND SURVEYING, INC.

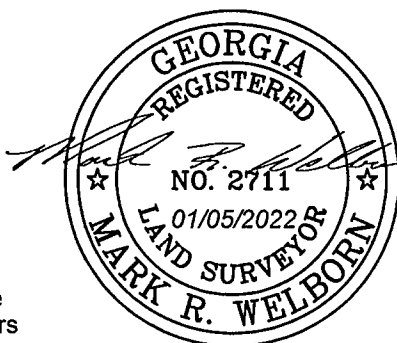
65 WILLOW CREEK DRIVE

NEWNAN, GEORGIA 30263

EMAIL: WLSMARK@BELLSOUTH.NET

PHONE: 770-254-1383

City of South Fulton | March 22, 2022



ACCORDING TO THE LATEST FULTON COUNTY
F.I.R.M. COMMUNITY PANEL NO. 13121C 0328 F
DATED SEPTEMBER 18, 2013 THIS PROPERTY DOES
NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE.

SUBDIVISION: ANATOLE SUBDIVISION PHASE 2

LOT: UNITS 1601 - 2507

CITY: SOUTH FULTON

SCALE: 1" = 50'

DATE: JANUARY 05, 2022

EXISTING TOWN HOME SURVEY FOR:

DRB GROUP, LLC

"ASBUILT BOUNDARY SURVEY"

ANATOLE SUBDIVISION PHASE 2 ~ PB 439 PGS 108 - 111

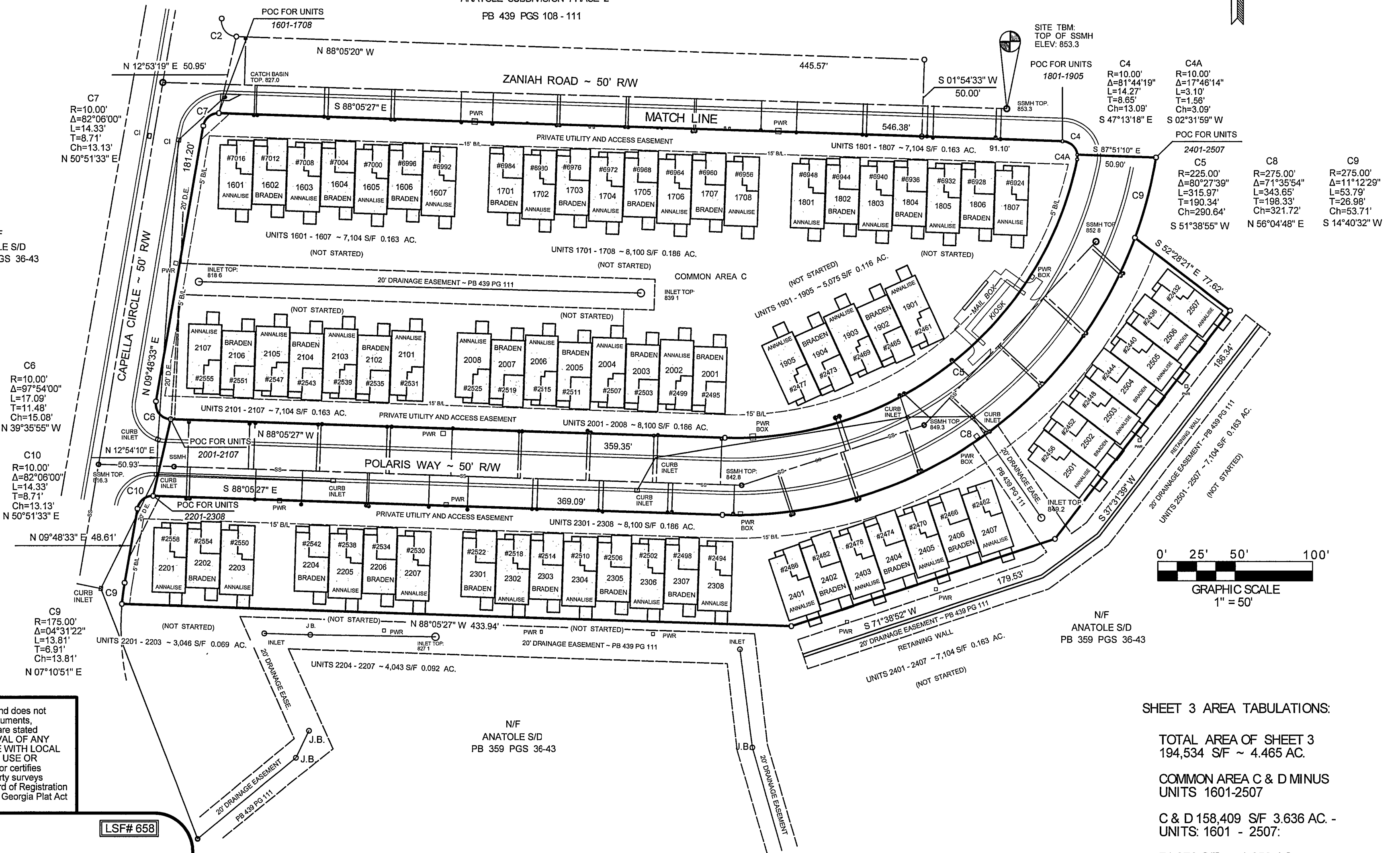
LAND LOT: 59

COUNTY: FULTON

DISTRICT: 9C

STATE: GEORGIA

JOB NO: WLS-22-0001



SHEET 3 AREA TABULATIONS:

TOTAL AREA OF SHEET 3
194,534 S/F ~ 4.465 AC.

COMMON AREA C & D MINUS
UNITS 1601-2507

C & D 158,409 S/F 3.636 AC. -
UNITS: 1601 - 2507:

71,976 S/F ~ 1.652 AC.

= 86,433 S/F ~ 1.984 AC.

UNITS 1601-2507:
71,976 S/F ~ 1.652 AC.

POLARIS WAY:
36,125 S/F ~ 0.829 AC.

PLEASE SEE PLAT BOOK 439 PAGE 108-111 FOR ORIGINAL SUBDIVISION PLAT, EASEMENT EXHIBIT, ZONING INFORMATION.

THE PURPOSE OF THIS PLAT IS TO SHOW AS BUILT LOCATIONS FOR THE EXISTING TOWNHOMES, ALONG WITH METES AND BOUNDS FOR EACH TOWNHOME UNIT.

ALL OTHER ASPECTS OF THE ORIGINAL FINAL PLAT REMAIN THE SAME.

THE VARIABLE ACCESS & UTILITY EASEMENTS SHOWN ON SHEETS 2 & 3, EXTEND TO THE PROPOSED OR EXISTING TOWNHOME STRUCTURE.

ACCORDING TO THE LATEST FULTON COUNTY F.I.R.M. COMMUNITY PANEL NO. 13121C 0328 F DATED SEPTEMBER 18, 2013 THIS PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE.

UPDATED FINAL PLAT OF ANATOLE ~ PHASE 2

LAND LOTS 54 & 59 9C DISTRICT
CITY OF SOUTH FULTON, FULTON COUNTY, GA

BUILDING BEARINGS & DISTANCES ARE INTENDED TO FOLLOW OUTSIDE OF EXTERIOR WALLS AND CENTERLINE OF FIRE WALLS AND FORM RIGHT ANGLES AT BUILDING CORNERS.

UNITS 701 - 708 ~ 8,100 S/F 0.186 AC. = PROPOSED

UNITS 701 - 708 ~ 8,108 S/F 0.186 AC. = MEASURED

LEGEND:

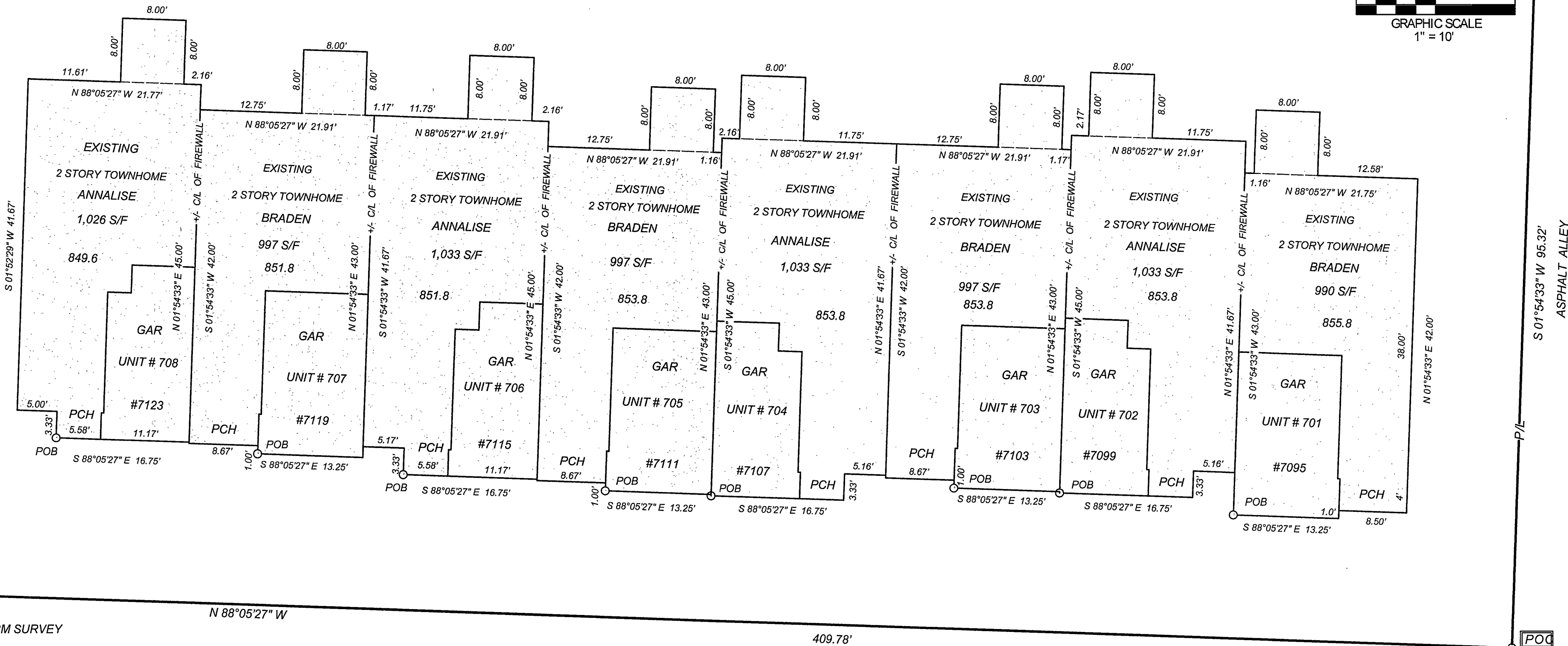
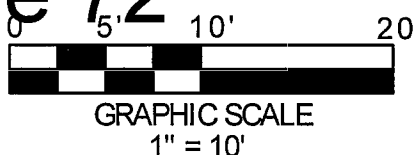
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FH: = FIRE HYDRANT
MH: = MAN HOLE
CB: = CATCH BASIN
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JB: = JUNCTION BOX
CI: = CURB INLET

ZONED: A-L CONDITIONAL
BUILDING SETBACKS:
FRONT: = 15'
SIDE: = 0' INTERIOR
SIDE CORNER: 5'
REAR: = 15'

ZONED: A-L CONDITIONAL:
ZONING CONDITIONS RECORDED
IN PLAT BOOK 439 PAGE 109



Plat Book 447 Page 72



ORIGINAL FOUNDATION FORM SURVEY
PERFORMED: 08/13/2021.

POB'S AND ADDITIONAL FIELD WORK
PERFORMED: 01/04/2022.

DATE OF PLAT: 01/18/2022.

The field data upon which this survey is based has been computed for closure by latitudes and departures and has a closure precision of one foot in 29,199 ft. and an angular error of 03" per angle point, and the NO ADJUSTMENT rule was used for adjustment. A GEOMAX ZOOM 90 was used to obtain linear measurements and a GEOMAX ZOOM 90 was used to obtain angular measurements.

FIELD WORK PERFORMED: JANUARY 04, 2022
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.

This survey was prepared in conformity with The Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.



(iii) This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

CHARA LANE ~ 50' RW

UNIT AREA TABLE

UNIT 701	990.54 sq.ft. (0.023 acres)
UNIT 702	1032.75 sq.ft. (0.024 acres)
UNIT 703	997.47 sq.ft. (0.023 acres)
UNIT 704	1032.75 sq.ft. (0.024 acres)
UNIT 705	997.47 sq.ft. (0.023 acres)
UNIT 706	1032.75 sq.ft. (0.024 acres)
UNIT 707	997.46 sq.ft. (0.023 acres)
UNIT 708	1026.40 sq.ft. (0.024 acres)
Total area of all parcels: 8107.58 sq.ft. (0.186 acres)	

POB LINE TABLE

POC-POB ~ UNIT 701	N 64°31'39" W 38.78'
POC-POB ~ UNIT 702	N 71°08'56" W 60.06'
POC-POB ~ UNIT 703	N 74°03'24" W 72.88"
POC-POB ~ UNIT 704	N 79°17'39" W 102.48'
POC-POB ~ UNIT 705	N 80°12'53" W 115.61'
POC-POB ~ UNIT 706	N 81°09'33" W 140.96"
POC-POB ~ UNIT 707	N 81°14'39" W 159.48'
POC-POB ~ UNIT 708	N 81°49'22" W 184.86'

SUBDIVISION: ANATOLE SUBDIVISION PHASE 2

LOT: UNITS 701 - 708

CITY: SOUTH FULTON

SCALE: 1" = 10'

DATE: FEBRUARY 28, 2022

EXISTING TOWNHOME SURVEY FOR:

DRB GROUP, LLC

"ASBUILT BOUNDARY SURVEY"

ANATOLE SUBDIVISION PHASE 2 ~ PB 439 PGS 108 - 111

LAND LOT: 59

COUNTY: FULTON

DISTRICT: 9C

STATE: GEORGIA

JOB NO: WLS-22-0171

WELBORN LAND SURVEYING, INC.

65 WILLOWCREEK DRIVE

NEWNAN, GEORGIA 30263

EMAIL: WLSMARK@BELLSOUTH.NET

PHONE: 770-254-1383

PLEASE SEE PLAT BOOK 439 PAGE 108-111 FOR ORIGINAL SUBDIVISION PLAT, EASEMENT EXHIBIT, ZONING INFORMATION.

THE PURPOSE OF THIS PLAT IS TO SHOW AS BUILT LOCATIONS FOR THE EXISTING TOWN HOMES, ALONG WITH METES AND BOUNDS FOR EACH TOWN HOME UNIT.

ALL OTHER ASPECTS OF THE ORIGINAL FINAL PLAT REMAIN THE SAME.

THE VARIABLE ACCESS & UTILITY EASEMENTS SHOWN ON SHEETS 2 & 3, EXTEND TO THE PROPOSED OR EXISTING TOWNHOME STRUCTURE.

UPDATED FINAL PLAT OF ANATOLE ~ PHASE 2

LAND LOTS 54 & 59 9C DISTRICT
CITY OF SOUTH FULTON, FULTON COUNTY, GA

ZONED: A-L CONDITIONAL
BUILDING SETBACKS:
FRONT: = 15'
SIDE: = 0' INTERIOR
SIDE CORNER: 5'
REAR: = 15'

ZONED: A-L CONDITIONAL:
ZONING CONDITIONS RECORDED
IN PLAT BOOK 439 PAGE 109



RESERVED FOR CLERK OF COURT

ACCORDING TO THE LATEST FULTON COUNTY F.I.R.M. COMMUNITY PANEL NO. 13121C 0328 F DATED SEPTEMBER 18, 2013 THIS PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE.

LEGEND:

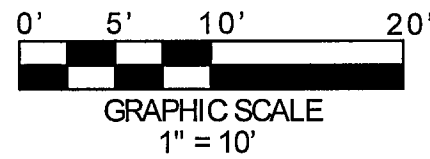
POC: = POINT OF COMMENCEMENT
POB: = POINT OF BEGINNING
IPS: = IRON PIN SET, 1/2" RE-BAR & CAP
IPF: = IRON PIN FOUND
R/W: = RIGHT-OF-WAY
C/L: = CENTERLINE
P/L: = PROPERTY LINE
N/F: = NOW OR FORMERLY
CMF: = CONCRETE MONUMENT FOUND
PP: = POWER POLE
LLL: = LAND LOT LINE
E/P: = EDGE OF PAVEMENT
B/C: = BACK OF CURB
B/L: = BUILDING LINE
FH: = FIRE HYDRANT
MH: = MAN HOLE
CB: = CATCH BASIN
DI: = DROP INLET
JB: = JUNCTION BOX
CI: = CURB INLET

CAPELLA CIRCLE ~ 50' RW
N 09°48'33" E ~ 181.71'

L.L. 59

APPROXIMATE LAND LOT LINE

L.L. 54



ORIGINAL FOUNDATION FORM SURVEY
PERFORMED: 08/13/2021.

POB'S AND ADDITIONAL FIELD WORK
PERFORMED: 01/04/2022.

DATE OF PLAT: 02/28/2022.

The field data upon which this survey is based has been computed for closure by latitudes and departures and has a closure precision of one foot in 29,199 ft. and an angular error of 03" per angle point, and the NO ADJUSTMENT rule was used for adjustment. A GEOMAX ZOOM 90 was used to obtain linear measurements and a GEOMAX ZOOM 90 was used to obtain angular measurements.
FIELD WORK PERFORMED: JANUARY 04, 2022

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.

This survey was prepared in conformity with The Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.



LSF# 658

WELBORN LAND SURVEYING, INC.

65 WILLOWCREEK DRIVE

NEWNAN, GEORGIA 30263

EMAIL: WLSMARK@BELLSOUTH.NET

PHONE: 770-254-1383

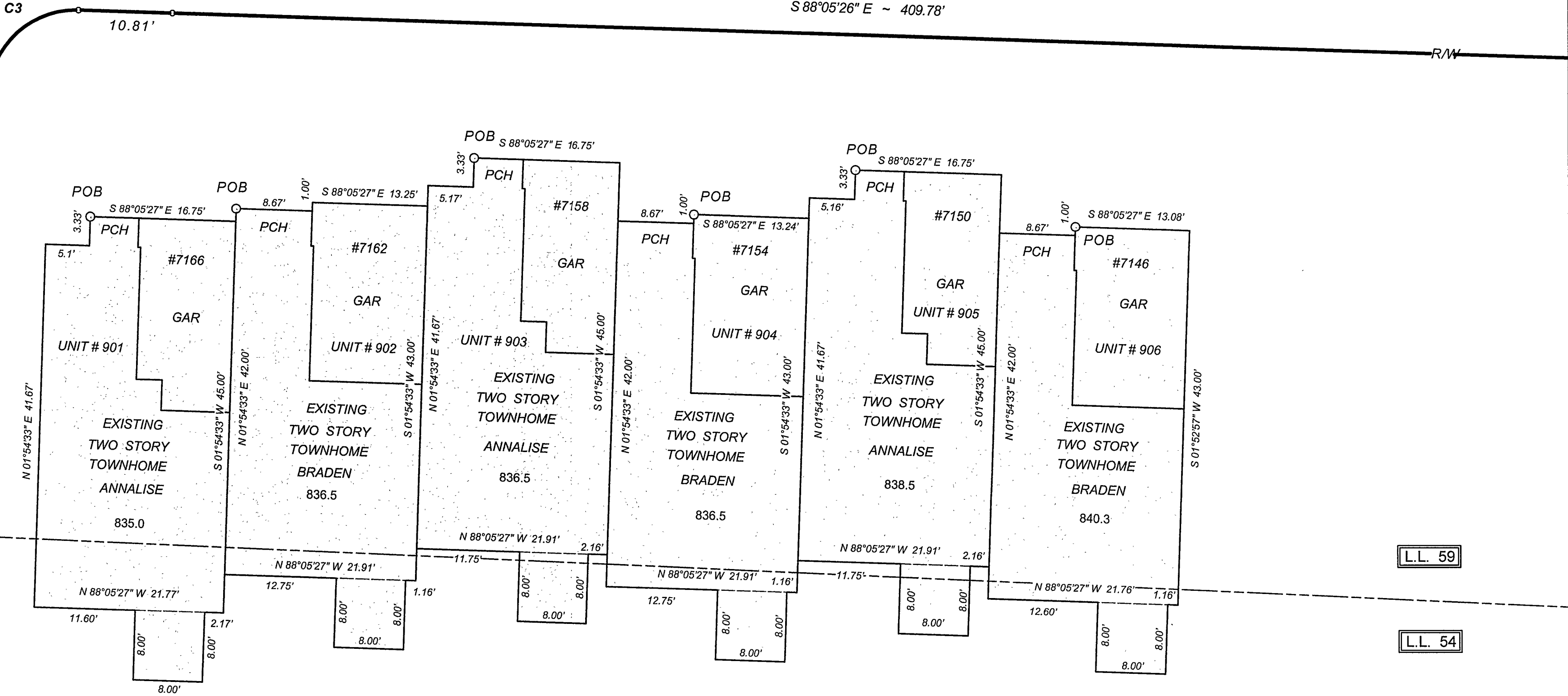
City of South Fulton | March 22, 2022

C3
R=10.00'
Δ=82°06'00"
L=14.33'
T=8.71'
Ch=13.13'
N 50°51'33" E

CHARA LANE ~ 50' RW

S 88°05'26" E ~ 409.78'

Plat Book 447 Page 73



UNITS 901 - 906 ~ 6,070 S/F 0.140 AC. = PROPOSED

UNITS 901 - 906 ~ 6,078 S/F 0.140 AC. = MEASURED

UNIT AREA TABLE

UNIT 901 1026.71 sq.ft. (0.024 acres)
UNIT 902 997.47 sq.ft. (0.023 acres)
UNIT 903 1032.75 sq.ft. (0.024 acres)
UNIT 904 997.46 sq.ft. (0.023 acres)
UNIT 905 1032.75 sq.ft. (0.024 acres)
UNIT 906 990.80 sq.ft. (0.023 acres)

Total area of all parcels: 6077.95 sq.ft. (0.140 acres)

POB LINE TABLE

POC-POB ~ UNIT 901 S 36°44'24" E 19.20'
POC-POB ~ UNIT 902 S 62°51'27" E 31.77'
POC-POB ~ UNIT 903 S 81°04'15" E 56.23'
POC-POB ~ UNIT 904 S 79°18'45" E 82.18'
POC-POB ~ UNIT 905 S 84°08'42" E 99.87'
POC-POB ~ UNIT 906 S 82°21'46" E 125.67'

BUILDING BEARINGS & DISTANCES ARE INTENDED TO FOLLOW OUTSIDE OF EXTERIOR WALLS AND CENTERLINE OF FIRE WALLS AND FORM RIGHT ANGLES AT BUILDING CORNERS.

(iii) This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

SUBDIVISION: ANATOLE SUBDIVISION PHASE 2

LOT: UNITS 901 - 908

CITY: SOUTH FULTON

SCALE: 1" = 10'

DATE: FEBRUARY 28, 2022

EXISTING TOWNHOME SURVEY FOR:

DRB GROUP, LLC

"ASBUILT BOUNDARY SURVEY"

ANATOLE SUBDIVISION PHASE 2 ~ PB 439 PGS 108 - 111

LAND LOT: 54 & 59

COUNTY: FULTON

DISTRICT: 9C

STATE: GEORGIA

JOB NO: WLS-22-0172

PLEASE SEE PLAT BOOK 439 PAGE 108-111
FOR ORIGINAL SUBDIVISION PLAT, EASEMENT
EXHIBIT, ZONING INFORMATION.

THE PURPOSE OF THIS PLAT IS TO SHOW AS BUILT
LOCATIONS FOR THE EXISTING TOWNHOMES,
ALONG WITH METES AND BOUNDS FOR EACH
TOWN HOME UNIT.

ALL OTHER ASPECTS OF THE ORIGINAL FINAL PLAT
REMAIN THE SAME.

THE VARIABLE ACCESS & UTILITY EASEMENTS SHOWN ON
SHEETS 2 & 3, EXTEND TO THE PROPOSED OR EXISTING
TOWNHOME STRUCTURE.

UPDATED FINAL PLAT OF
ANATOLE ~ PHASE 2

LAND LOTS 54 & 59 9C DISTRICT
CITY OF SOUTH FULTON, FULTON COUNTY, GA

Plat Book 447 Page 74



RESERVED FOR CLERK OF COURT

CHARA LANE ~ 50' RW

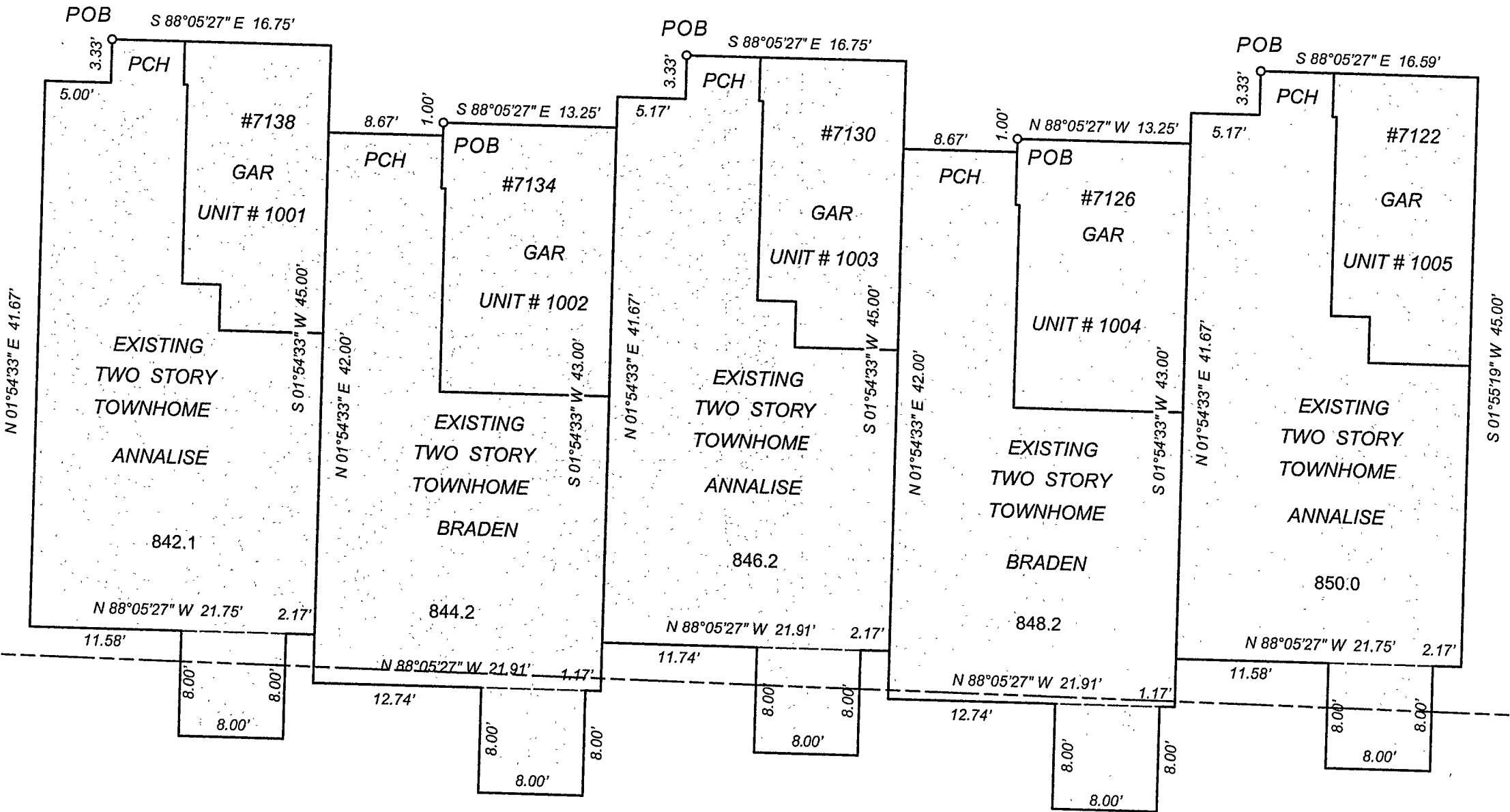
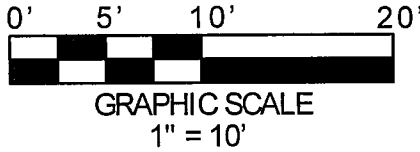
S 88°05'26" E ~ 409.78'

LEGEND:

POC: = POINT OF COMMENCEMENT
POB: = POINT OF BEGINNING
IPS: = IRON PIN SET, 1/2" RE-BAR & CAP
IPF: = IRON PIN FOUND
R/W: = RIGHT-OF-WAY
C/L: = CENTERLINE
P/L: = PROPERTY LINE
N/F: = NOW OR FORMERLY
CMF: = CONCRETE MONUMENT FOUND
PP: = POWER POLE
LLL: = LAND LOT LINE
E/P: = EDGE OF PAVEMENT
B/C: = BACK OF CURB
B/L: = BUILDING LINE
FH: = FIRE HYDRANT
MH: = MAN HOLE
CB: = CATCH BASIN
DI: = DROP INLET
JB: = JUNCTION BOX
CI: = CURB INLET

ZONED: A-L CONDITIONAL
BUILDING SETBACKS:
FRONT: = 15'
SIDE: = 0' INTERIOR
SIDE CORNER: 5'
REAR: = 15'

ZONED: A-L CONDITIONAL:
ZONING CONDITIONS RECORDED
IN PLAT BOOK 439 PAGE 109



ACCORDING TO THE LATEST FULTON COUNTY
F.I.R.M. COMMUNITY PANEL NO. 13121C 0328 F
DATED SEPTEMBER 18, 2013 THIS PROPERTY DOES
NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE.

ORIGINAL FOUNDATION FORM SURVEY
PERFORMED: 08/13/2021.

POB'S AND ADDITIONAL FIELD WORK
PERFORMED: 01/04/2022.

DATE OF PLAT: 02/28/2022.

The field data upon which this survey is based
has been computed for closure by latitudes and
departures and has a closure precision of one
foot in 29,199 ft. and an angular error of
03" per angle point, and the NO ADJUSTMENT
rule was used for adjustment. A GEOMAX ZOOM 90
was used to obtain linear measurements and a
GEOMAX ZOOM 90 was used to obtain angular
measurements.
FIELD WORK PERFORMED: JANUARY 04, 2022

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS
FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000
FEET.

This survey was prepared in conformity with The Technical Standards for
Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the
Georgia Board of Registration for Professional Engineers and Land Surveyors
and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.



LSF#658

WELBORN LAND SURVEYING, INC.

65 WILLOWCREEK DRIVE

NEWMAN, GEORGIA 30263

EMAIL: WLSMARK@BELLSOUTH.NET

PHONE: 770-254-1383

City of South Fulton | March 22, 2022

BUILDING BEARINGS & DISTANCES ARE INTENDED
TO FOLLOW OUTSIDE OF EXTERIOR WALLS AND
CENTERLINE OF FIRE WALLS AND FORM RIGHT
ANGLES AT BUILDING CORNERS.

(iii) This plat is a retracement of an existing parcel or parcels of land and does not
subdivide or create a new parcel. The recording information of the documents,
maps, plats, or other instruments which created the parcel or parcels are stated
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LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL
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in Georgia as set forth in the rules and regulations of the Georgia Board of Registration
for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act
O.C.G.A. 15-6-67.

SUBDIVISION: ANATOLE SUBDIVISION PHASE 2

LOT: UNITS 1001 - 1005

CITY: SOUTH FULTON

SCALE: 1" = 10'

DATE: FEBRUARY 28, 2022

UNIT AREA TABLE

UNIT 1001	1025.94 sq.ft. (0.024 acres)
UNIT 1002	997.59 sq.ft. (0.023 acres)
UNIT 1003	1032.88 sq.ft. (0.024 acres)
UNIT 1004	997.59 sq.ft. (0.023 acres)
UNIT 1005	1025.61 sq.ft. (0.024 acres)
Total area of all parcels: 5079.62 sq.ft. (0.117 acres)	

POB LINE TABLE

POC-POB ~ UNIT 1001	S 85°41'23" E 163.01'
POC-POB ~ UNIT 1002	S 84°17'34" E 188.69'
POC-POB ~ UNIT 1003	S 86°11'54" E 206.80'
POC-POB ~ UNIT 1004	S 85°00'30" E 232.44'
POC-POB ~ UNIT 1005	S 86°31'45" E 250.61'

EXISTING TOWNHOME SURVEY FOR:

DRB GROUP, LLC

"ASBUILT BOUNDARY SURVEY"

ANATOLE SUBDIVISION PHASE 2 ~ PB 439 PGS 108 - 111

LAND LOT: 54 & 59

COUNTY: FULTON

DISTRICT: 9C

STATE: GEORGIA

JOB NO: WLS-22-0173

PLEASE SEE PLAT BOOK 439 PAGE 108-111 FOR ORIGINAL SUBDIVISION PLAT, EASEMENT EXHIBIT, ZONING INFORMATION.

THE PURPOSE OF THIS PLAT IS TO SHOW ASBUILT LOCATIONS FOR THE EXISTING TOWN HOMES, ALONG WITH METES AND BOUNDS FOR EACH TOWN HOME UNIT.

ALL OTHER ASPECTS OF THE ORIGINAL FINAL PLAT REMAIN THE SAME.

THE VARIABLE ACCESS & UTILITY EASEMENTS SHOWN ON SHEETS 2 & 3, EXTEND TO THE PROPOSED OR EXISTING TOWNHOME STRUCTURE.

ACCORDING TO THE LATEST FULTON COUNTY F.I.R.M. COMMUNITY PANEL NO. 13121C 0328 F DATED SEPTEMBER 18, 2013 THIS PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE.

UPDATED FINAL PLAT OF ANATOLE ~ PHASE 2

LAND LOTS 54 & 59 9C DISTRICT
CITY OF SOUTH FULTON, FULTON COUNTY, GA

CHARA LANE ~ 50' RW

S 88°05'26" E ~ 409.78'

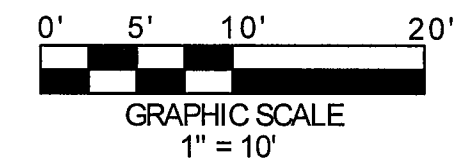
LEGEND:

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POB: = POINT OF BEGINNING
IPS: = IRON PIN SET, 1/2" RE-BAR & CAP
IPF: = IRON PIN FOUND
R/W: = RIGHT-OF-WAY
C/L: = CENTERLINE
P/L: = PROPERTY LINE
N/F: = NOW OR FORMERLY
CMF: = CONCRETE MONUMENT FOUND
PP: = POWER POLE
LLL: = LAND LOT LINE
E/P: = EDGE OF PAVEMENT
B/C: = BACK OF CURB
B/L: = BUILDING LINE
FH: = FIRE HYDRANT
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CB: = CATCH BASIN
DI: = DROP INLET
JB: = JUNCTION BOX
CI: = CURB INLET

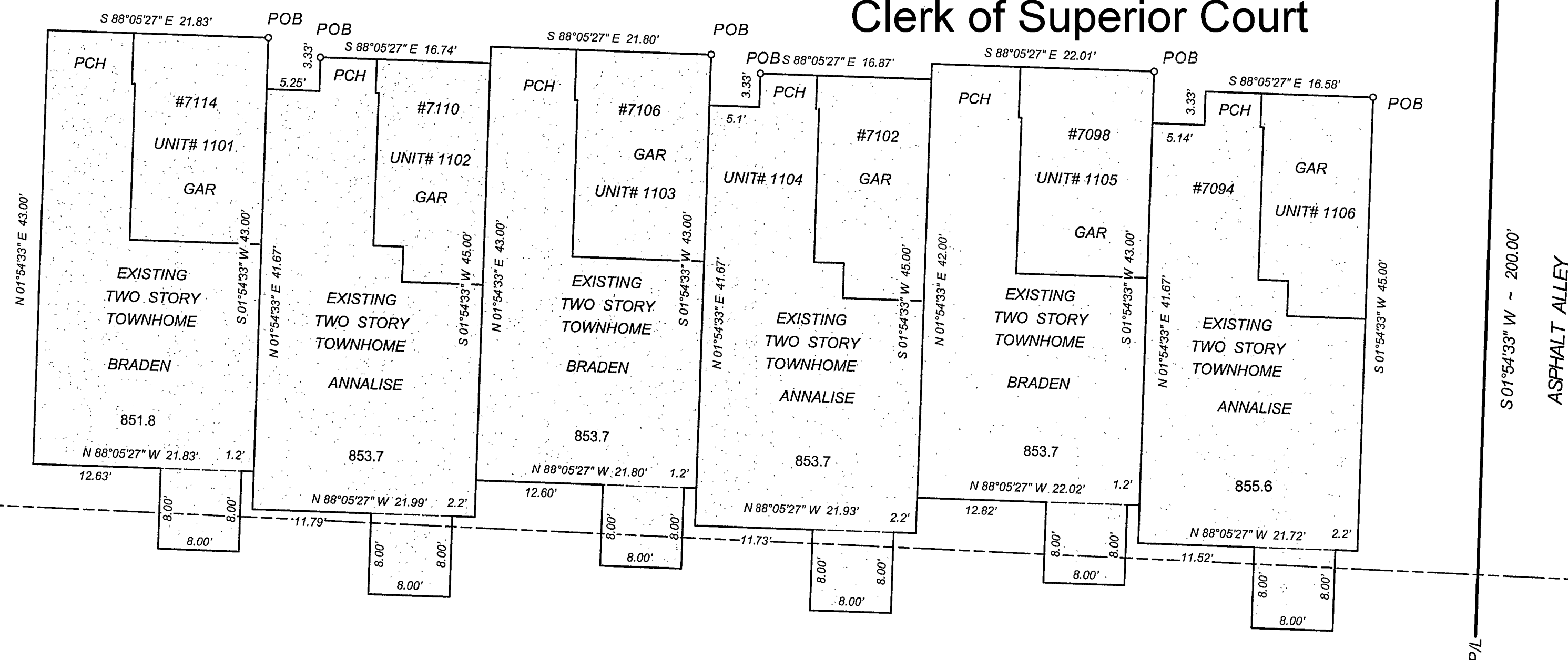
ZONED: A-L CONDITIONAL
BUILDING SETBACKS:
FRONT: = 15'
SIDE: = 0' INTERIOR
SIDE CORNER: 5'
REAR: = 15'

ZONED: A-L CONDITIONAL:
ZONING CONDITIONS RECORDED
IN PLAT BOOK 439 PAGE 109

P/L



Plat Book 447 Page 75 CATHELENE ROBINSON Clerk of Superior Court



ORIGINAL FOUNDATION FORM SURVEY
PERFORMED: 08/13/2021.

POB'S AND ADDITIONAL FIELD WORK
PERFORMED: 01/04/2022.

DATE OF PLAT: 02/28/2022.

The field data upon which this survey is based has been computed for closure by latitudes and departures and has a closure precision of one foot in 29,199 ft. and an angular error of .03" per angle point, and the NO ADJUSTMENT rule was used for adjustment. A GEOMAX ZOOM 90 was used to obtain linear measurements and a GEOMAX ZOOM 90 was used to obtain angular measurements.
FIELD WORK PERFORMED: JANUARY 04, 2022

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LSF# 658

BUILDING BEARINGS & DISTANCES ARE INTENDED TO FOLLOW OUTSIDE OF EXTERIOR WALLS AND CENTERLINE OF FIRE WALLS AND FORM RIGHT ANGLES AT BUILDING CORNERS.

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SUBDIVISION: ANATOLE SUBDIVISION PHASE 2

LOT: UNITS 1101 - 1106

CITY: SOUTH FULTON

SCALE: 1" = 10'

DATE: FEBRUARY 28, 2022

UNIT AREA TABLE

UNIT 1101	1003.26 sq.ft.	(0.023 acres)
UNIT 1102	1036.11 sq.ft.	(0.024 acres)
UNIT 1103	1001.26 sq.ft.	(0.023 acres)
UNIT 1104	1033.89 sq.ft.	(0.024 acres)
UNIT 1105	1010.68 sq.ft.	(0.023 acres)
UNIT 1106	1024.44 sq.ft.	(0.024 acres)
Total area of all parcels: 6109.64 sq.ft. (0.140 acres)		

UNITS 1101 - 1106 ~ 6,111 S/F 0.140 AC. = PROPOSED

UNITS 1101 - 1106 ~ 6,110 S/F 0.140 AC. = MEASURED

POB LINE TABLE

POC-POB ~ UNIT 1101	S 83°57'53" W 122.57'
POC-POB ~ UNIT 1102	S 82°45'57" W 117.64'
POC-POB ~ UNIT 1103	S 79°30'09" W 79.47'
POC-POB ~ UNIT 1104	S 77°24'01" W 74.94'
POC-POB ~ UNIT 1105	S 64°46'38" W 37.83'
POC-POB ~ UNIT 1106	S 34°00'14" W 22.48'

EXISTING TOWNHOME SURVEY FOR:

DRB GROUP, LLC

"ASBUILT BOUNDARY SURVEY"

ANATOLE SUBDIVISION PHASE 2 ~ PB 439 PGS 108 - 111

LAND LOT:	54 & 59
COUNTY:	FULTON
DISTRICT:	9C
STATE:	GEORGIA
JOB NO:	WLS-22-0174

WELBORN LAND SURVEYING, INC.

65 WILLOWCREEK DRIVE

PHONE: 770-254-1383

NEWNAN, GEORGIA 30158

EMAIL: WLSMARK@BELLSOUTH.NET

City of South Fulton | March 22, 2022

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council approval authorizing the City Manager and other City Officials to execute an agreement between the City of South Fulton, Georgia on behalf of the Parks, Recreation and Cultural Affairs Department and the Sandtown Youth Association for the provision of youth sports (baseball/football) at Sandtown Park

DATE: March 22, 2022

SUBJECT: Request Council approval authorizing the City Manager and other City Officials to execute an agreement between the City of South Fulton, Georgia on behalf of the Parks, Recreation and Cultural Affairs Department and the Sandtown Youth Association for the provision of youth sports (baseball/football) at Sandtown Park

REFERENCE:

CONCLUSION:

BACKGROUND:

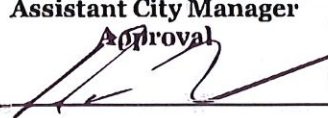
FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Sandtown Youth Association Agreement	Cover Memo	3/18/2022

City of South Fulton Agenda Item Summary



City Council Meeting Date 3/22/2022		
Requesting Department Parks, Recreation and Cultural Affairs	Council District(s) Affected District 1	
Requested Action Requesting Mayor and Council approval for the City Manager to execute an agreement with the Sandtown Youth Association for youth sports (baseball/football) at Sandtown Park.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Staff recommends Mayor and Council approval.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) Sandtown Youth Athletic association will offer baseball and football to the citizens of South Fulton at Sandtown Park		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☒ Legislative Process Complete Yes ☐ No ☒		
Department Director Approval  3/4/22		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval  3/14/22	City Manager Approval 



**SOUTH FULTON PARKS, RECREATION AND
CULTURAL AFFAIRS DEPARTMENT**

AN AGREEMENT BETWEEN THE CITY OF SOUTH FULTON, GEORGIA ON BEHALF OF THE PARKS, RECREATION AND CULTURAL AFFAIRS DEPARTMENT, HEREINAFTER (“THE CITY”), AND THE SANDTOWN YOUTH ASSOCIATION, HEREINAFTER (“THE CONTRACTOR”), FOR THE PROVISION OF YOUTH SPORTS (BASEBALL/FOOTBALL) AT SANDTOWN PARK LOCATED AT 5320 CAMPBELLTON ROAD, SW ATLANTA, GA 30331.

In consideration of the mutual promises and conditions stated below and in recognition of the CONTRACTOR's role as an independent CONTRACTOR and not as an employee of the CITY, the parties agree as follows:

I. DUTIES OF THE CONTRACTOR:

- A. The CONTRACTOR shall conduct **YOUTH BASEBALL/FOOTBALL** at **SANDTOWN PARK (5320 CAMPBELLTON ROAD, SW)**;
- B. The CONTRACTOR shall be entitled to the use of the listed facilities on the following day (s), date(s) and time (s):
 - **SANDTOWN PARK ATHLETIC FIELDS**
 - Youth Baseball Training Schedule (Provided by Contractor)
 - Spring/Summer Session: April 18 – June 11, 2022
 - Practices: Monday - Friday
 - Time: 5:00 pm – 8:30 pm
 - Games as scheduled (Saturday)
 - Youth Football Training Schedule (Provided by Contractor)
 - Fall Session: July 11 – October 29, 2022
 - Practices: Monday - Thursday
 - Time: 5:00 pm – 8:30 pm
 - Games as scheduled (Saturday)
- C. The CONTRACTOR shall use said facility for the **specified sport offered** and no other purpose without the prior written consent of the CITY. An event schedule for the services conducted by the CONTRACTOR shall be provided to the CITY for terms of this agreement.

- D. The CONTRACTOR shall coordinate publicity, flyers, etc., ensuring the recognition of the South Fulton Parks and Recreation Department as a sponsoring agency.
- E. The CONTRACTOR shall include the department seal and logo of the Parks and Recreation Department on any and all promotional materials released on or after the endorsement of this agreement.
- F. Advanced arrangements-The CONTRACTOR shall coordinate necessary arrangements for program needs with:
- a) Calvin Jones Telephone: (470) 345-3577
- b) Travis Landrum Telephone: (470) 810-4900
- G. Equipment-The CONTRACTOR has had an opportunity to tour the facility and is aware of its condition and equipment available. Any equipment furnished by the CONTRACTOR shall be brought in, installed, and removed at the CONTRACTOR's sole expense. No outside equipment shall be left or stored in the listed facilities any longer than 5 day(s) after the scheduled event/program.
- H. The CONTRACTOR shall replace any of the CITY'S equipment, which is destroyed, stolen or damaged during the course of the CONTRACTOR's use. The CITY shall not be liable for theft of or damage to the CONTRACTOR's equipment or other personal property.
- I. Alteration-The CONTRACTOR shall make no repairs, alterations or additions to the listed facilities and/or grounds without the written permission of the CITY.
1. No signs or other materials may be affixed to any portions of the facilities by nails, tacks, tape or other materials which penetrate, cause paint to be removed from, or otherwise damage the structure or its surfaces.
2. Structures, including tents, are not to be erected nor are vehicles to be parked in areas other than those designated and agreed to by the CITY.
- J. The CONTRACTOR agrees to deliver the premises at the expiration of the Contract in as good order and condition as at the beginning of the term of the contract.
- K. Except for the regular staff supplied and directed by the CITY and any sub-contracted workers on behalf of the CITY, the CONTRACTOR is responsible for obtaining volunteers and paying for all help needed in connection with its event.
- L. All facility/park exits must remain open at all times during the CONTRACTOR's use.
- M. The CONTRACTOR agrees to abide by all ordinances and regulations of the City of South Fulton, and any other governmental laws and regulations applicable to use of said premises; (Exhibit B)
- N. Ensure that all program concessions, booths, exhibits, games or activities are set up no later than 1 hour prior to the scheduled event's opening. All activities are to be completed and all above listed items are to be removed by the next day.

- O. In the event inclement weather, pending adverse weather conditions, or any other conditions that may arise that would place the program in jeopardy, the CITY agrees to make the decision whether to postpone or cancel the event. In the event the CITY shall exercise its power as stated in this paragraph, the CITY will provide prior notification to the CONTRACTOR via verbal/phone/email of CITY decision to cancel any program/event.
- P. The CONTRACTOR shall provide the following:
 - A. On-Site Volunteer Staff with adequate training (First Aid, CPR, etc.)
 - B. Off Duty Officer for games/scrimmages (Minimum of (1) or as suggested by SFPD)
 - C. Staff and all materials needed to operate the program.
 - D. Ensure all coaches are certified through NAYS (National Alliance for Youth Sports). A list of all coaches and their certification information must be sent to the CITY prior to the start of the season.
 - E. Ensure all coaches and volunteers successfully complete a criminal background check through NCSI (National Center for Safety Initiatives). All coaches and volunteers must have an approved background status prior to the start of the season.
 - F. Shall provide copies of all Covid-19 waiver forms signed by parents to the Athletic Division prior to start date. Leagues can provide a letter stating that all forms are on hand with league representatives and provide a master list of players with this letter to the Athletics Division. A copy of Covid-19 protocols must be provided to the CITY.
 - G. Contractor will continue to provide all statistical data for youth participants ages 3-16 as requested.
- Q. Failure to comply with any provision of this contract will be grounds for cancellation of the contract. The CITY is to give the CONTRACTOR the right to cure any provisions and a written notice of at least 30 days in advance for cancellation of any contract.

II. **HOLD HARMLESS, INDEMNITY AND INSURANCE**

A. CONTRACTOR's Indemnification. CONTRACTOR agrees to indemnify, defend and save harmless the CITY and its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with CONTRACTOR's operations or its services hereunder, including any Worker's Compensation suits, liability or expense, arising from or connected with services performed on behalf of CONTRACTOR by any person pursuant to this Agreement except to the extent that such bodily injury, death, personal injury or property damage arises from or is connected with the CITY'S operations or services. CONTRACTOR'S duty to indemnify the CITY shall survive the expiration or other termination of this Agreement.

B. CONTRACTOR's Insurance. CONTRACTOR shall provide and maintain at its expense during the term of this Agreement the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) satisfactory to the CITY as approved by the City's Risk Management Division and evidence of such programs satisfactory to the CITY shall be delivered to the CITY on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain the express condition that the **CITY is to be given written notice of at least ten (10) days in advance of any modification or termination of any program of insurance.** Such insurance, with the exception of Workers' Compensation insurance, shall be primary to, and not contributing with any other insurance maintained by CITY, **and shall name THE CITY OF SOUTH FULTON, GEORGIA, PARKS & RECREATION DEPARTMENT as an additional insured:**

1. **Commercial General Liability:** Insurance endorsed for Independent CONTRACTOR, Professional Liability, Premises-Operations, Products/Completed Operations, Contractual, bodily injury and property damage with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence.

III. **LIMITATIONS:**

- A. Customers may not be assessed any fees other than merchandise fees and service fees as advertised by the CONTRACTOR without the approval of the CITY.
- B. The CONTRACTOR shall abide by the governing Department of Environmental Health rules for provision of food for the public. **Permit(s) are required.**
- C. The CONTRACTOR shall ensure no sales, public demonstrations or other activities are allowed that do not use appropriate concessionaires, vendors, or other Contractors who are under license by CITY.
- D. The CONTRACTOR shall not sell, provide, cause or allow alcoholic beverages at the event.
- E. The CONTRACTOR shall not transfer or sub-lease this contract to other interested parties.
- F. Participating opportunities in all activities conducted by the CONTRACTOR will be available to all participants without regards to race, religion, national origin, sex, or disability.

IV. **DUTIES OF THE CITY:**

The CITY, in consideration of the above, agrees to:

- A. Reserve the **ATHLETIC FIELDS** for **SANDTOWN YOUTH ASSOCIATION** under expressed terms and conditions set forth by this Agreement as follows;

- **SANDTOWN PARK ATHLETIC FIELDS**

- Youth Baseball Training Schedule (Provided by Contractor)
 - Spring/Summer Session: April 18 – June 11, 2022
 - Practices: Monday - Friday
 - Time: 5:00 pm – 8:30 pm
 - Games as scheduled (Saturday)
- Youth Football Training Schedule (Provided by Contractor)
 - Fall Session: July 11 – October 29, 2022
 - Practices: Monday - Thursday
 - Time: 5:00 pm – 8:30 pm
 - Games as scheduled (Saturday)

- B. Provide fields and amenities at the beginning of the season. Maintenance and repairs as needed and upon request.
- C. Provide the following equipment/entertainment/activities/artist: n/a
- D. Ensure the facilities and grounds are clean and safe.
- E. Oversee the set-up and dismantling the above equipment.
- F. THIS SECTION RESERVED.

V. FEES and METHOD OF PAYMENT:

The Fees assessed for use:

- Athletic Fields: \$250 per week (including practice and games)
- Concession Stand: \$250 season

Spring/Summer Session: April 18, 2022 – June 11, 2022 (9 weeks)
BASEBALL

- 9 x \$250 = \$2,250 (without concessions)
- With Concessions \$2,500

Fall Session: July 11, 2022 – October 29, 2022 (16 weeks)
FOOTBALL

- 5 home games x \$250 = \$1,250 (without concessions)
- With Concessions \$1,500

The CONTRACTOR shall administer payment of half of total balance to the CITY prior to the start of the season. The remaining balance shall be paid to the CITY at the conclusion of the season per the schedule provided.

- Half Balance BEFORE the first scheduled game.
- Remaining Balance at the conclusion of the season.

VI. TERM OF CONTRACT:

Date/Time/Area approved for the contracted period:

- Start Date: March 1, 2022
- End Date: December 31, 2022
- Sandtown Park

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED THIS CONTRACT AS OF THE DATE SHOWN BELOW:

CONTRACTOR:

CITY:

(Print or Type Contractor's Name)

City Manager

BY: _____
(Signature of Contractor)

ATTESTATION:

(Contractor's Address)

City Clerk

(City, State, Zip)

APPROVED AS TO FORM:

(Area Code, Phone Number)

City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council approval authorizing the City Manager and other City Officials to execute an agreement between the City of South Fulton, Georgia on behalf of the Parks, Recreation and Cultural Affairs Department and Marquis Grissom Baseball Association for the provision of youth baseball training at Welcome All Park

DATE: March 22, 2022

SUBJECT: Request Council approval authorizing the City Manager and other City Officials to execute an agreement between the City of South Fulton, Georgia on behalf of the Parks, Recreation and Cultural Affairs Department and Marquis Grissom Baseball Association for the provision of youth baseball training at Welcome All Park

REFERENCE:

CONCLUSION:

BACKGROUND:

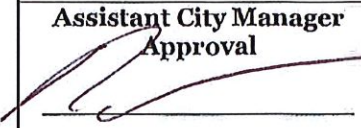
FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Marquis Grissom Baseball Association Agreement	Cover Memo	3/18/2022

City of South Fulton Agenda Item Summary



City Council Meeting Date 3/22/2022		
Requesting Department Parks, Recreation and Cultural Affairs		Council District(s) Affected District 3
Requested Action Requesting Mayor and Council approval for the City Manager to execute an agreement with the Marquis Grissom Baseball Association for youth baseball training at Welcome All Park.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Staff recommends Mayor and Council approval.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) Marquis Grissom Baseball Association will offer a baseball program to the citizens of South Fulton at Welcome All Park.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☒		
Legislative Process Complete Yes ☐ No ☒		
Department Director Approval  3/9/22		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval  3/16/22	City Manager Approval 



**SOUTH FULTON PARKS, RECREATION AND
CULTURAL AFFAIRS DEPARTMENT**

AN AGREEMENT BETWEEN THE CITY OF SOUTH FULTON, GEORGIA ON BEHALF OF THE PARKS, RECREATION AND CULTURAL AFFAIRS DEPARTMENT, HEREINAFTER ("THE CITY"), AND MARQUIS GRISSOM BASEBALL ASSOCIATION, HEREINAFTER ("THE CONTRACTOR"), FOR THE PROVISION OF YOUTH BASEBALL TRAINING AT WELCOME ALL PARK LOCATED AT 4255 WILL LEE RD SOUTH FULTON, GA 30349.

In consideration of the mutual promises and conditions stated below and in recognition of the CONTRACTOR's role as an independent CONTRACTOR and not as an employee of the CITY, the parties agree as follows:

I. DUTIES OF THE CONTRACTOR:

- A. The CONTRACTOR shall conduct **YOUTH BASEBALL TRAINING** at **WELCOME ALL PARK (4255 WILL LEE RD.)**;
- B. The CONTRACTOR shall be entitled to the use of the listed facilities on the following day (s), date(s) and time (s):
 - **WELCOME ALL PARK ATHLETIC FIELDS**
 - Youth Baseball Training Schedule (Provided by Contractor)
 - Spring/Summer Session: March 1 – May 26, 2022
 - Practices: Tuesday & Thursday
 - Time: 6:30 pm – 8:00 pm
 - Games as scheduled (Saturday/Sunday)
 - Youth Baseball Training Schedule (Provided by Contractor)
 - Fall Session: September 1, 2022 – October 31, 2022
 - Practices: Tuesday & Thursday
 - Time: 6:30 pm – 8:00 pm
 - Games as scheduled (Saturday/Sunday)
- C. The CONTRACTOR shall use said facility for the **specified sport offered** and no other purpose without the prior written consent of the CITY. An event schedule for the services conducted by the CONTRACTOR shall be provided to the CITY for terms of

this agreement.

- D. The CONTRACTOR shall coordinate publicity, flyers, etc., ensuring the recognition of the South Fulton Parks and Recreation Department as a sponsoring agency.
- E. The CONTRACTOR shall include the department seal and logo of the Parks and Recreation Department on all promotional materials released on or after the endorsement of this agreement.
- F. Advanced arrangements-The CONTRACTOR shall coordinate necessary arrangements for program needs with:
- a) Calvin Jones Telephone: (470) 345-3577
- b) Travis Landrum Telephone: (470) 810-4900
- G. Equipment-The CONTRACTOR has had an opportunity to tour the facility and is aware of its condition and equipment available. Any equipment furnished by the CONTRACTOR shall be brought in, installed, and removed at the CONTRACTOR's sole expense. No outside equipment shall be left or stored in the listed facilities any longer than 5 day(s) after the scheduled event/program.
- H. The CONTRACTOR shall replace any of the CITY'S equipment, which is destroyed, stolen or damaged during the course of the CONTRACTOR's use. The CITY shall not be liable for theft of or damage to the CONTRACTOR's equipment or other personal property.
- I. Alteration-The CONTRACTOR shall make no repairs, alterations or additions to the listed facilities and/or grounds without the written permission of the CITY;
1. No signs or other materials may be affixed to any portions of the facilities by nails, tacks, tape or other materials which penetrate, cause paint to be removed from, or otherwise damage the structure or its surfaces.
2. Structures, including tents, are not to be erected nor are vehicles to be parked in areas other than those designated and agreed to by the CITY.
- J. The CONTRACTOR agrees to deliver the premises at the expiration of the Contract in as good order and condition as at the beginning of the term of the contract.
- K. Except for the regular staff supplied and directed by the CITY and any sub-contracted workers on behalf of the CITY, the CONTRACTOR is responsible for obtaining volunteers and paying for all help needed in connection with its event.
- L. All facility/park exits must remain open at all times during the CONTRACTOR's use.
- M. The CONTRACTOR agrees to abide by all ordinances and regulations of the City of South Fulton, and any other governmental laws and regulations applicable to use of said premises; (Exhibit B)
- N. Ensure that all program concessions, booths, exhibits, games or activities are set up no later than 1 hour prior to the scheduled event's opening. All activities are to be completed

and all above listed items are to be removed by the next day.

- . In the event inclement weather, pending adverse weather conditions, or any other conditions that may arise that would place the program in jeopardy, the CITY agrees to make the decision whether to postpone or cancel the event. In the event the CITY shall exercise its power as stated in this paragraph, the CITY will provide prior notification to the CONTRACTOR via verbal/phone/email of CITY decision to cancel any program/event.
- P. The CONTRACTOR shall provide the following:
 - A. On-Site Volunteer Staff with adequate training (First Aid, CPR, etc.)
 - B. Off Duty Officer for games/scrimmages (Minimum of (1) or as suggested by SFPD)
 - C. Staff and all materials needed to operate the program.
 - D. Ensure all coaches are certified through NAYS (National Alliance for Youth Sports). A list of all coaches and their certification information must be sent to the CITY prior to the start of the season.
 - E. Ensure all coaches and volunteers successfully complete a criminal background check through NCSI (National Center for Safety Initiatives). All coaches and volunteers must have an approved background status prior to the start of the season.
 - F. Shall provide copies of all Covid-19 waiver forms signed by parents to the Parks and Recreation Department prior to start date. Leagues can provide a letter stating that all forms are on hand with league representatives and provide a master list of players with this letter to the Athletics Division. A copy of Covid-19 protocols must be provided to the CITY.
 - G. Contractor will continue to provide all statistical data for youth participants ages 3-16 as requested.
- Q. Failure to comply with any provision of this contract will be grounds for cancellation of the contract. The CITY is to give the CONTRACTOR the right to cure any provisions and a written notice of at least 30 days in advance for cancellation of any contract.

II. HOLD HARMLESS, INDEMNITY AND INSURANCE

A. CONTRACTOR's Indemnification. CONTRACTOR agrees to indemnify, defend and save harmless the CITY and its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with CONTRACTOR's operations or its services hereunder, including any Worker's Compensation suits, liability or expense, arising from or connected with services performed on behalf of CONTRACTOR by any person pursuant to this Agreement except to the extent that such bodily injury, death, personal injury or property damage arises from or is connected with the CITY'S operations or services. CONTRACTOR'S duty to indemnify the CITY shall survive the expiration or other termination of this Agreement.

B. CONTRACTOR's Insurance. CONTRACTOR shall provide and maintain at its expense during the term of this Agreement the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) satisfactory to the CITY as approved by the City's Risk Management Division and evidence of such programs satisfactory to the CITY shall be delivered to the CITY on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain the express condition that the **CITY is to be given written notice of at least ten (10) days in advance of any modification or termination of any program of insurance.** Such insurance, with the exception of Workers' Compensation insurance, shall be primary to, and not contributing with any other insurance maintained by CITY, **and shall name THE CITY OF SOUTH FULTON, GEORGIA, PARKS & RECREATION DEPARTMENT as an additional insured;**

1. Commercial General Liability: Insurance endorsed for Independent CONTRACTOR, Professional Liability, Premises-Operations, Products/Completed Operations, Contractual, bodily injury and property damage with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence.

III. LIMITATIONS:

- A. Customers may not be assessed any fees other than merchandise fees and service fees as advertised by the CONTRACTOR without the approval of the CITY.
- B. The CONTRACTOR shall abide by the governing Department of Environmental Health rules for provision of food for the public. **Permit(s) are required.**
- C. The CONTRACTOR shall ensure no sales, public demonstrations or other activities are allowed that do not use appropriate concessionaires, vendors, or other Contractors who are under license by CITY.
- D. The CONTRACTOR shall not sell, provide, cause or allow alcoholic beverages at the event.
- E. The CONTRACTOR shall not transfer or sub-lease this contract to other interested parties.
- F. Participating opportunities in all activities conducted by the CONTRACTOR will be available to all participants without regards to race, religion, national origin, sex, or disability.

IV. DUTIES OF THE CITY:

The CITY, in consideration of the above, agrees to:

- A. Reserve the **ATHLETIC FIELDS** for **MARQUIS GRISSOM BASEBALL ASSOCIATION** under expressed terms and conditions set forth by this Agreement as follows;

- **WELCOME ALL PARK ATHLETIC FIELDS**
 - Youth Baseball Training Schedule (Provided by Contractor)
 - Spring/Summer Session: March 1 – May 26, 2022
 - Practices: Tuesday & Thursday
 - Time: 6:30 pm – 8:00 pm
 - Games as scheduled (Saturday/Sunday)
 - Youth Baseball Training Schedule (Provided by Contractor)
 - Fall Session: September 1, 2022 – October 31, 2022
 - Practices: Tuesday & Thursday
 - Time: 6:30 pm – 8:00 pm
 - Games as scheduled (Saturday/Sunday)
- B. Provide fields and amenities at the beginning of the season. Maintenance and repairs as needed and upon request.
- C. Provide the following equipment/entertainment/activities/artist: n/a
- D. Ensure the facilities and grounds are clean and safe.
- E. Oversee the set-up and dismantling the above equipment.
- F. THIS SECTION RESERVED.

V. FEES and METHOD OF PAYMENT:

The Fees assessed for use:

- Athletic Fields: \$125 per week (including practice and games)
- Concession Stand: \$250 season
- Spring/Summer Session: March 1, 2022 – May 26, 2022 (13 weeks minus Spring Break)
 - 12 x \$125 = \$1,500 (without concessions)
 - With Concessions \$1,750
- Fall Session: September 1, 2022 – October 31, 2022 (9 weeks)
 - 9 x \$125 = \$1,125 (without concessions)
 - With Concessions \$1,375

The CONTRACTOR shall administer payment of half of total balance to the CITY prior to the start of the season. The remaining balance shall be paid to the CITY at the conclusion of the season per the schedule provided.

- Half Balance BEFORE the first scheduled game.
- Remaining Balance at the conclusion of the season.

VI. TERM OF CONTRACT:

Date/Time/Area approved for the contracted period:

- Start Date: February 1, 2022
- End Date: December 31, 2022
- Welcome All Park

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED THIS CONTRACT AS OF THE DATE SHOWN BELOW:

CONTRACTOR:

CITY:

(Print or Type Contractor's Name)

City Manager

BY: _____
(Signature of Contractor)

ATTESTATION:

(Contractor's Address)

City Clerk

(City, State, Zip)

APPROVED AS TO FORM:

(Area Code, Phone Number)

City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council approval authorizing the City Manager and other City Officials to execute an agreement between the City of South Fulton, Georgia on behalf of the Parks, Recreation and Cultural Affairs Department and the Old National Youth Athletic Association for the provision of youth sports (baseball/football) at Old National Park

DATE: March 22, 2022

SUBJECT: Request Council approval authorizing the City Manager and other City Officials to execute an agreement between the City of South Fulton, Georgia on behalf of the Parks, Recreation and Cultural Affairs Department and the Old National Youth Athletic Association for the provision of youth sports (baseball/football) at Old National Park

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Baseball at Old National Park (Old National Youth Athletic Assoc.)	Cover Memo	3/21/2022

City of South Fulton Agenda Item Summary



City Council Meeting Date 3/22/2022	
Requesting Department Parks, Recreation and Cultural Affairs	Council District(s) Affected District 6
Requested Action Request Council approval authorizing the City Manager and other City Officials to execute an agreement between the City of South Fulton, Georgia on behalf of the Parks, Recreation and Cultural Affairs Department and the Old National Youth Athletic Association for the provision of youth sports (baseball/football) at Old National Park.	
Requirements for Council Action (City specific Council policy, statute or code requirement) Staff recommends Mayor and Council approval.	
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) Old National Youth Association will offer a baseball and football programs to the citizens of South Fulton at Old National Park.	
Funding Source (if applicable) N/A	
Financial Impact (if applicable) N/A	
Financial Impact Statement Received Yes ☐ No ☒ Legislative Process Complete Yes ☐ No ☒	
Department Director Approval  3/18/22	Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval 
City Manager Approval 	



**SOUTH FULTON PARKS, RECREATION AND
CULTURAL AFFAIRS DEPARTMENT**

AN AGREEMENT BETWEEN THE CITY OF SOUTH FULTON, GEORGIA ON BEHALF OF THE PARKS, RECREATION AND CULTURAL AFFAIRS DEPARTMENT, HEREINAFTER ("THE CITY"), AND THE OLD NATIONAL YOUTH ATHLETIC ASSOCIATION, HEREINAFTER ("THE CONTRACTOR"), FOR THE PROVISION OF YOUTH SPORTS (BASEBALL/FOOTBALL) AT OLD NATIONAL PARK LOCATED AT 2400 PLEASANT HILL RD. SW SOUTH FULTON, GA 30349.

In consideration of the mutual promises and conditions stated below and in recognition of the CONTRACTOR's role as an independent CONTRACTOR and not as an employee of the CITY, the parties agree as follows:

I. DUTIES OF THE CONTRACTOR:

- A. The CONTRACTOR shall conduct **OLD NATIONAL PARK LOCATED AT 2400 PLEASANT HILL RD. SW SOUTH FULTON, GA 30349.**
- B. The CONTRACTOR shall be entitled to the use of the listed facilities on the following day (s), date(s) and time (s):
- **OLD NATIONAL PARK ATHLETIC FIELDS**
 - Youth Baseball Training Schedule (Provided by Contractor)
 - Spring/Summer Session: March 1 – May 26, 2022
 - Practices: Monday - Friday
 - Time: 5:00 pm – 8:30 pm
 - Games as scheduled (Saturday/Sunday)
 - Youth Football Training Schedule (Provided by Contractor)
 - Fall Session: July 11 – October 29, 2022
 - Practices: Monday - Thursday
 - Time: 5:00 pm – 8:30 pm
 - Games as scheduled (Saturday)
- C. The CONTRACTOR shall use said facility for the **specified sport offered** and no other purpose without the prior written consent of the CITY. An event schedule for the services conducted by the CONTRACTOR shall be provided to the CITY for terms of

this agreement.

- D. The CONTRACTOR shall coordinate publicity, flyers, etc., ensuring the recognition of the South Fulton Parks and Recreation Department as a sponsoring agency;
- E. The CONTRACTOR shall include the department seal and logo of the Parks and Recreation Department on any and all promotional materials released on or after the endorsement of this agreement;
- F. Advanced arrangements-The CONTRACTOR shall coordinate necessary arrangements for program needs with:
 - a) Calvin Jones Telephone: (470) 345-3577
 - b) Travis Landrum Telephone: (470) 810-4900
- G. Equipment-The CONTRACTOR has had an opportunity to tour the facility and is aware of its condition and equipment available. Any equipment furnished by the CONTRACTOR shall be brought in, installed, and removed at the CONTRACTOR's sole expense. No outside equipment shall be left or stored **in the listed facilities** any longer than 5 day(s) after the scheduled event/program;
- H. The CONTRACTOR shall replace any of the CITY'S equipment, which is destroyed, stolen or damaged during the course of the CONTRACTOR's use. The CITY shall not be liable for theft of or damage to the CONTRACTOR's equipment or other personal property;
- I. Alteration-The CONTRACTOR shall make no repairs, alterations or additions to **the listed facilities** and/or grounds without the written permission of the CITY;
 - 1. No signs or other materials may be affixed to any portions of the facilities by nails, tacks, tape or other materials which penetrate, cause paint to be removed from, or otherwise damage the structure or its surfaces;
 - 2. Structures, including tents, are not to be erected nor are vehicles to be parked in areas other than those designated and agreed to by the CITY;
- J. The CONTRACTOR agrees to deliver the premises at the expiration of the Contract in as good order and condition as at the beginning of the term of the contract;
- K. Except for the regular staff supplied and directed by the CITY and any sub-contracted workers on behalf of the CITY, the CONTRACTOR is responsible for obtaining volunteers and paying for all help needed in connection with its event.
- L. All facility/park exits must remain open at all times during the CONTRACTOR's use;
- M. The CONTRACTOR agrees to abide by all ordinances and regulations of the City of South Fulton, and any other governmental laws and regulations applicable to use of said premises; (Exhibit B)
- N. Ensure that all program concessions, booths, exhibits, games or activities are set up no later than **1 hour** prior to the scheduled event's opening. All activities are to be completed

and all above listed items are to be removed by the next day;

- O. In the event inclement weather, pending adverse weather conditions, or any other conditions that may arise that would place the program in jeopardy, the CITY agrees to make the decision whether to postpone or cancel the event. In the event the CITY shall exercise its power as stated in this paragraph, the CITY will provide prior notification to the CONTRACTOR via verbal/phone/email of CITY decision to cancel any program/event.
- P. The CONTRACTOR shall provide the following:
 - A. On-Site Volunteer Staff with adequate training (First Aid, CPR, etc.)
 - B. Off Duty Officer for games/scrimmages (Minimum of (1) or as suggested by SFPD)
 - C. Staff and all materials needed to operate the program.
 - D. Ensure all coaches are certified through NAYS (National Alliance for Youth Sports). A list of all coaches and their certification information must be sent to the CITY prior to the start of the season.
 - E. Ensure all coaches and volunteers successfully complete a criminal background check through NCSI (National Center for Safety Initiatives). All coaches and volunteers must have an approved background status prior to the start of the season.
 - F. Shall provide copies of all Covid-19 waiver forms signed by parents to the Athletic Division prior to start date. Leagues can provide a letter stating that all forms are on hand with league representatives and provide a master list of players with this letter to the Athletics Division. A copy of Covid-19 protocols must be provided to the CITY.
 - G. Contractor will continue to provide all statistical data for youth participants ages 3-16 as requested.
- Q. Failure to comply with any provision of this contract will be grounds for cancellation of the contract. The CITY is to give the CONTRACTOR the right to cure any provisions and a written notice of at least 30 days in advance for cancellation of any contract.

II. **HOLD HARMLESS, INDEMNITY AND INSURANCE**

A. CONTRACTOR's Indemnification. CONTRACTOR agrees to indemnify, defend and save harmless the CITY and its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with CONTRACTOR's operations or its services hereunder, including any Worker's Compensation suits, liability or expense, arising from or connected with services performed on behalf of CONTRACTOR by any person pursuant to this Agreement except to the extent that such bodily injury, death, personal injury or property damage arises from or is connected with the CITY'S operations or services. CONTRACTOR'S duty to indemnify the CITY shall survive the expiration or other termination of this Agreement.

B. CONTRACTOR's Insurance. CONTRACTOR shall provide and maintain at its expense during the term of this Agreement the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) satisfactory to the CITY as approved by the City's Risk Management Division and evidence of such programs satisfactory to the CITY shall be delivered to the CITY on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain the express condition that the **CITY is to be given written notice of at least ten (10) days in advance of any modification or termination of any program of insurance.** Such insurance, with the exception of Workers' Compensation insurance, shall be primary to, and not contributing with any other insurance maintained by CITY, **and shall name THE CITY OF SOUTH FULTON, GEORGIA, PARKS & RECREATION DEPARTMENT as an additional insured;**

1. **Commercial General Liability:** Insurance endorsed for Independent CONTRACTOR, Professional Liability, Premises-Operations, Products/Completed Operations, Contractual, bodily injury and property damage with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence.

III. **LIMITATIONS:**

- A. Customers may not be assessed any fees other than merchandise fees and service fees as advertised by the CONTRACTOR without the approval of the CITY;
- B. The CONTRACTOR shall abide by the governing Department of Environmental Health rules for provision of food for the public. **Permit(s) are required.**
- C. The CONTRACTOR shall ensure no sales, public demonstrations or other activities are allowed that do not use appropriate concessionaires, vendors, or other Contractors who are under license by CITY;
- D. The CONTRACTOR shall not sell, provide, cause or allow alcoholic beverages at the event;
- E. The CONTRACTOR shall not transfer or sub-lease this contract to other interested parties;
- F. Participating opportunities in all activities conducted by the CONTRACTOR will be available to all participants without regards to race, religion, national origin, sex, or disability;

IV. **DUTIES OF THE CITY:**

The CITY, in consideration of the above, agrees to:

- A. Reserve the **ATHLETIC FIELDS** for **OLD NATIONAL YOUTH ATHLETIC ASSOCIATION** under expressed terms and conditions set forth by this Agreement as follows;

- **OLD NATIONAL PARK ATHLETIC FIELDS**

- Youth Baseball Training Schedule (Provided by Contractor)
 - Spring/Summer Session: March 1 – May 26, 2022
 - Practices: Monday - Friday
 - Time: 5:00 pm – 8:30 pm
 - Games as scheduled (Saturday/Sunday)
- Youth Football Training Schedule (Provided by Contractor)
 - Fall Session: July 11 – October 29, 2022
 - Practices: Monday - Thursday
 - Time: 5:00 pm – 8:30 pm
 - Games as scheduled (Saturday)

- B. Provide fields and amenities at the beginning of the season. Maintenance and repairs as needed and upon request.
- C. Provide the following equipment/entertainment/activities/artist: n/a
- D. Ensure the facilities and grounds are clean and safe;
- E. Oversee the set-up and dismantling the above equipment;
- F. THIS SECTION RESERVED.

V. **FEES and METHOD OF PAYMENT:**

The Fees assessed for use:

- Athletic Fields: \$250 per week (including practice and games)
- Concession Stand: \$250 season

Spring/Summer Session: March 1, 2022 – April 26, 2022 (13 weeks)
BASEBALL

- 13 x \$250 = \$3,250 (without concessions)
- With Concessions \$3,500

Fall Session: July 11, 2022 – October 29, 2022 (16 weeks)
FOOTBALL

- 8 home games x \$250 = \$2,000 (without concessions)
- With Concessions \$2,250

The CONTRACTOR shall administer payment of half of total balance to the CITY prior to the start of the season. The remaining balance shall be paid to the CITY at the conclusion of the season per the schedule provided.

- Half Balance BEFORE the first scheduled game.
- Remaining Balance at the conclusion of the season.

VI. TERM OF CONTRACT:

Date/Time/Area approved for the contracted period:

- Start Date: March 1, 2022
- End Date: December 31, 2022
- Old National Park

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED THIS CONTRACT AS
OF THE DATE SHOWN BELOW:

CONTRACTOR:

CITY:

(Print or Type Contractor's Name)

City Manager

BY: _____
(Signature of Contractor)

ATTESTATION:

(Contractor's Address)

City Clerk

(City, State, Zip)

APPROVED AS TO FORM:

(Area Code, Phone Number)

City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council approval authorizing the City Manager and other City Officials to execute an agreement between the City of South Fulton, Georgia on behalf of Parks, Recreation and Cultural Affairs Department and the 25andOlder Inc. dba Play SSK Inc for the provision of youth and adult kickball at Welcome All Park

DATE: March 22, 2022

SUBJECT: Request Council approval authorizing the City Manager and other City Officials to execute an agreement between the City of South Fulton, Georgia on behalf of Parks, Recreation and Cultural Affairs Department and the 25andOlder Inc. dba Play SSK Inc for the provision of youth and adult kickball at Welcome All Park

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Youth and Adult Kickball at Welcome All Park (Play SSK Inc.)	Cover Memo	3/21/2022

City of South Fulton Agenda Item Summary



City Council Meeting Date 3/22/2022		
Requesting Department Parks, Recreation and Cultural Affairs		Council District(s) Affected District 3
Requested Action Request Council approval authorizing the City Manager and other City Officials to execute an agreement between the City of South Fulton, Georgia on behalf of Parks, Recreation and Cultural Affairs Department and the 25andOlder Inc. dba Play SSK Inc for the provision of youth and adult kickball at Welcome All Park.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Staff recommends Mayor and Council approval.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) 25andOlder Inc. dba PLAY SSK Inc. will offer a youth and adult kickball program to the citizens of South Fulton at Welcome All Park.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☒ Legislative Process Complete Yes ☐ No ☒		
Department Director Approval  3/18/22		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval 	City Manager Approval 



**SOUTH FULTON PARKS, RECREATION AND
CULTURAL AFFAIRS DEPARTMENT**

AN AGREEMENT BETWEEN THE CITY OF SOUTH FULTON, GEORGIA ON BEHALF OF THE PARKS, RECREATION AND CULTURAL AFFAIRS DEPARTMENT, HEREINAFTER ("THE CITY"), AND 25ANDOLDER INC. DBA PLAY SSK INC., HEREINAFTER ("THE CONTRACTOR"), FOR THE PROVISION OF YOUTH AND ADULT KICKBALL AT WELCOME ALL PARK LOCATED AT 4255 WILL LEE RD SOUTH FULTON, GA 30349.

In consideration of the mutual promises and conditions stated below and in recognition of the CONTRACTOR's role as an independent CONTRACTOR and not as an employee of the CITY, the parties agree as follows:

I. DUTIES OF THE CONTRACTOR:

- A. The CONTRACTOR shall conduct **KICKBALL PRACTICES AND GAMES** at **WELCOME ALL PARK (4255 WILL LEE RD.)**;
- B. The CONTRACTOR shall be entitled to the use of the listed facilities on the following day (s), date(s) and time (s):
 - **WELCOME ALL PARK ATHLETIC FIELDS**
 - Youth Kickball Schedule (Provided by Contractor)
 - Summer Session: May 2nd – July 31st, 2022
 - Practices: Monday & Wednesday
 - Time: 6:30 pm – 8:00 pm
 - Games as scheduled (Saturdays, 8 am – 12 pm)
 - Adult Kickball Schedule (Provided by Contractor)
 - Summer Session: May 2nd – July 31st
 - Practices: Monday & Wednesday
 - Time: 6:30 pm – 8:00 pm
 - Games as scheduled (Sundays, 3:00 pm – 6:00 pm)
- C. The CONTRACTOR shall use said facility for the **specified sport offered** and no other purpose without the prior written consent of the CITY. An event schedule for the services conducted by the CONTRACTOR shall be provided to the CITY for terms of

this agreement.

- D. The CONTRACTOR shall coordinate publicity, flyers, etc., ensuring the recognition of the South Fulton Parks and Recreation Department as a sponsoring agency;
- E. The CONTRACTOR shall include the department seal and logo of the Parks and Recreation Department on any and all promotional materials released on or after the endorsement of this agreement;
- F. Advanced arrangements-The CONTRACTOR shall coordinate necessary arrangements for program needs with:
 - a) Calvin Jones Telephone: (470) 345-3577
 - b) Travis Landrum Telephone: (470) 810-4900
- G. Equipment-The CONTRACTOR has had an opportunity to tour the facility and is aware of its condition and equipment available. Any equipment furnished by the CONTRACTOR shall be brought in, installed, and removed at the CONTRACTOR's sole expense. No outside equipment shall be left or stored in the listed facilities any longer than 5 day(s) after the scheduled event/program;
- H. The CONTRACTOR shall replace any of the CITY'S equipment, which is destroyed, stolen or damaged during the course of the CONTRACTOR's use. The CITY shall not be liable for theft of or damage to the CONTRACTOR's equipment or other personal property;
- I. Alteration-The CONTRACTOR shall make no repairs, alterations or additions to the listed facilities and/or grounds without the written permission of the CITY;
 - 1. No signs or other materials may be affixed to any portions of the facilities by nails, tacks, tape or other materials which penetrate, cause paint to be removed from, or otherwise damage the structure or its surfaces;
 - 2. Structures, including tents, are not to be erected nor are vehicles to be parked in areas other than those designated and agreed to by the CITY;
- J. The CONTRACTOR agrees to deliver the premises at the expiration of the Contract in as good order and condition as at the beginning of the term of the contract;
- K. Except for the regular staff supplied and directed by the CITY and any sub-contracted workers on behalf of the CITY, the CONTRACTOR is responsible for obtaining volunteers and paying for all help needed in connection with its event.
- L. All facility/park exits must remain open at all times during the CONTRACTOR's use;
- M. The CONTRACTOR agrees to abide by all ordinances and regulations of the City of South Fulton, and any other governmental laws and regulations applicable to use of said premises; (Exhibit B)
- N. Ensure that all program concessions, booths, exhibits, games or activities are set up no later than 1 hour prior to the scheduled event's opening. All activities are to be completed and all above listed items are to be removed by the next day;

- O. In the event inclement weather, pending adverse weather conditions, or any other conditions that may arise that would place the program in jeopardy, the CITY agrees to make the decision whether to postpone or cancel the event. In the event the CITY shall exercise its power as stated in this paragraph, the CITY will provide prior notification to the CONTRACTOR via verbal/phone/email of CITY decision to cancel any program/event.
- P. The CONTRACTOR shall provide the following:
 - A. On-Site Volunteer Staff with adequate training (First Aid, CPR, etc.)
 - B. Off Duty Officer for games/scrimmages (Minimum of (1) or as suggested by SFPD)
 - C. Staff and all materials needed to operate the program.
 - D. Ensure all coaches are certified through NAYS (National Alliance for Youth Sports). A list of all coaches and their certification information must be sent to the CITY prior to the start of the season.
 - E. Ensure all coaches and volunteers successfully complete a criminal background check through NCSI (National Center for Safety Initiatives). All coaches and volunteers must have an approved background status prior to the start of the season.
 - F. Shall provide copies of all Covid-19 waiver forms signed by parents to the Parks and Recreation Department prior to start date. Leagues can provide a letter stating that all forms are on hand with league representatives and provide a master list of players with this letter to the Athletics Division. A copy of Covid-19 protocols must be provided to the CITY.
 - G. Contractor will continue to provide all statistical data for youth participants ages 3-16 as requested.
- Q. Failure to comply with any provision of this contract will be grounds for cancellation of the contract. The CITY is to give the CONTRACTOR the right to cure any provisions and a written notice of at least 30 days in advance for cancellation of any contract.

II. **HOLD HARMLESS, INDEMNITY AND INSURANCE**

A. CONTRACTOR's Indemnification. CONTRACTOR agrees to indemnify, defend and save harmless the CITY and its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with CONTRACTOR's operations or its services hereunder, including any Worker's Compensation suits, liability or expense, arising from or connected with services performed on behalf of CONTRACTOR by any person pursuant to this Agreement except to the extent that such bodily injury, death, personal injury or property damage arises from or is connected with the CITY'S operations or services. CONTRACTOR'S duty to indemnify the CITY shall survive the expiration or other termination of this Agreement.

B. CONTRACTOR's Insurance. CONTRACTOR shall provide and maintain at its expense during the term of this Agreement the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) satisfactory to the CITY as approved by the City's Risk Management Division and evidence of such programs satisfactory to the CITY shall be delivered to the CITY on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain the express condition that the **CITY is to be given written notice of at least ten (10) days in advance of any modification or termination of any program of insurance.** Such insurance, with the exception of Workers' Compensation insurance, shall be primary to, and not contributing with any other insurance maintained by CITY, **and shall name THE CITY OF SOUTH FULTON, GEORGIA, PARKS & RECREATION DEPARTMENT as an additional insured;**

1. **Commercial General Liability:** Insurance endorsed for Independent CONTRACTOR, Professional Liability, Premises-Operations, Products/Completed Operations, Contractual, bodily injury and property damage with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence.

III. **LIMITATIONS:**

- A. Customers may not be assessed any fees other than merchandise fees and service fees as advertised by the CONTRACTOR without the approval of the CITY;
- B. The CONTRACTOR shall abide by the governing Department of Environmental Health rules for provision of food for the public. **Permit(s) are required.**
- C. The CONTRACTOR shall ensure no sales, public demonstrations or other activities are allowed that do not use appropriate concessionaires, vendors, or other Contractors who are under license by CITY;
- D. The CONTRACTOR shall not sell, provide, cause or allow alcoholic beverages at the event;
- E. The CONTRACTOR shall not transfer or sub-lease this contract to other interested parties;
- F. Participating opportunities in all activities conducted by the CONTRACTOR will be available to all participants without regards to race, religion, national origin, sex, or disability;

IV. **DUTIES OF THE CITY:**

The CITY, in consideration of the above, agrees to:

- A. Reserve the **ATHLETIC FIELDS** for **25ANDOLDER INC. DBA PLAY SSK INC.,** under-expressed terms and conditions set forth by this Agreement as follows;

- **WELCOME ALL PARK ATHLETIC FIELDS**

- Youth Kickball Schedule (Provided by Contractor)
 - Summer Session: May 2nd – July 31st, 2022
 - Practices: Monday & Wednesday
 - Time: 6:30 pm – 8:00 pm
 - Games as scheduled (Saturdays, 8 am – 12 pm)
- Adult Kickball Schedule (Provided by Contractor)
 - Summer Session: May 2nd – July 31st
 - Practices: Monday & Wednesday
 - Time: 6:30 pm – 8:00 pm
 - Games as scheduled (Sundays, 3:00 pm – 6:00 pm)

- B. Provide fields and amenities at the beginning of the season. Maintenance and repairs as needed and upon request.
- C. Provide the following equipment/entertainment/activities/artist: n/a
- D. Ensure the facilities and grounds are clean and safe;
- E. Oversee the set-up and dismantling the above equipment;
- F. THIS SECTION RESERVED.

V. FEES and METHOD OF PAYMENT:

The Fees assessed for use:

- Athletic Fields: \$125 per week (including practice and games)
- Concession Stand: \$250 season

Youth Summer Session: May 2nd – July 31st, 2022 (13 weeks)

- 13 x \$125 = \$1,625 (without concessions)
- With Concessions \$1,875

Adult Session: May 2nd – July 31st, 2022 (13 weeks)

- 13 x \$125 = \$1,625 (without concessions)
- With Concessions \$1,875

The CONTRACTOR shall administer payment of half of total balance to the CITY prior to the start of the season. The remaining balance shall be paid to the CITY at the conclusion of the season per the schedule provided.

- Half Balance BEFORE the first scheduled game.
- Remaining Balance at the conclusion of the season.

VI. TERM OF CONTRACT:

Date/Time/Area approved for the contracted period:

- Start Date: May 1, 2022
- End Date: July 31, 2022
- Welcome All Park

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED THIS CONTRACT AS
OF THE DATE SHOWN BELOW:

CONTRACTOR:

CITY:

(Print or Type Contractor's Name)

City Manager

BY: _____
(Signature of Contractor)

ATTESTATION:

(Contractor's Address)

City Clerk

(City, State, Zip)

APPROVED AS TO FORM:

(Area Code, Phone Number)

City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval Of A Resolution By The City Of South Fulton, Georgia,
Authorizing An Agreement With Christina Sears To Serve As The City's Solicitor For
Municipal Court Of The City Of South Fulton

DATE: March 22, 2022

SUBJECT: Request Council Approval Of A Resolution By The City Of South Fulton, Georgia,
Authorizing An Agreement With Christina Sears To Serve As The City's Solicitor For
Municipal Court Of The City Of South Fulton

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Solicitor Municipal Court	Cover Memo	3/18/2022

A RESOLUTION BY THE CITY OF SOUTH FULTON, GEORGIA, AUTHORIZING AN AGREEMENT WITH CHRISTINA SEARS TO SERVE AS THE CITY'S SOLICITOR FOR MUNICIPAL COURT OF THE CITY OF SOUTH FULTON AND FOR OTHER LAWFUL PURPOSES

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 duly elected governing authority of the City, is the Mayor and Council thereof ("City Council");

WHEREAS, the City Council desires through this Resolution to authorize an Agreement for attorney Christina Sears to serve as the Solicitor for the City Municipal Court; and

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

THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES as follows:

Section 1. The Mayor, City Manager, Human Resources Director and City Attorney are hereby authorized to negotiate, draft and/or enter into an agreement with Christina Sears, as Solicitor, for the City Municipal Court with the term of the Agreement beginning on or about 1st day of April, 2022, and continuing to serve the remaining term coincident with the term of the Mayor and in accordance with the other terms and conditions of the Agreement and commensurate with the appropriate amount of compensation for the position, job duties and title of Solicitor.

Section 2. It is hereby declared to be the intention of the City Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Resolution 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 Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is

the express intent of the 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 Resolution.

Section 3. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing and renumbering purposes. The final version of all resolutions shall be filed with the City Clerk.

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

[signature and voting results appear on following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval Of A Resolution Proclaiming The Month Of March As Women's History Month In The City Of South Fulton

DATE: March 22, 2022

SUBJECT: Request Council Approval Of A Resolution Proclaiming The Month Of March As Women's History Month In The City Of South Fulton

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
March Women's History Month1 (rm3.8.22)	Cover Memo	3/18/2022

A RESOLUTION PROCLAIMING THE MONTH OF MARCH AS WOMEN’S HISTORY MONTH IN THE CITY OF SOUTH FULTON; AND FOR OTHER LAWFUL PURPOSES

(Sponsored by Councilmember Gumbs)

WHEREAS, National Women’s History Month recognizes and spreads awareness of the importance of women in the history of the United States; and

WHEREAS, throughout the history of the United States, whether in the home, their workplace, school, the courts, or in wartime, women have fought for themselves, their families, and all people of the United States; and

WHEREAS, even from the early days of the history of the United States, Abigail Adams urged her husband to “Remember the ladies” when representatives met for the Continental Congress in 1776; and

WHEREAS, women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in the United States; and

WHEREAS, women led the efforts to secure suffrage and equal opportunity for women, and also served in the abolitionist movement, the emancipation movement, labor movements, civil rights movements, and other causes to create a more fair and just society for all; and

WHEREAS, suffragists wrote, marched, were arrested, and ultimately succeeded in achieving the enactment of (1) the 19th Amendment to the Constitution of the United States, section 1 of which provides that “The right of citizens of the United States to vote shall not be denied or abridged by the United States or by any state on account of sex”; and (2) the Voting Rights Act of 1965 (52 U.S.C. 10301 et seq.), which extended the protection of the right to vote to women of color and language minorities; and

WHEREAS, women have been and continue to be leaders in the forefront of social change efforts, business, science, government, math, art, literature, music, film, athletics, and more; and

WHEREAS, women now represent approximately half of the workforce of the United States; and

WHEREAS, women once were routinely barred from attending medical schools of the United States, but now are enrolling in medical schools of the United States at higher numbers than men; and

WHEREAS, women previously were turned away from law school, but now represent approximately half of law students in the United States; and

WHEREAS, women have been vital to the mission of the Armed Forces since the American Revolution, serving in volunteer and enlisted positions, with more than 200,000 active-duty servicewomen and 2,000,000 veterans representing every branch of service; and

WHEREAS, more than 10,000,000 women own businesses in the United States; and

WHEREAS, President Jimmy Carter issued the first Presidential Proclamation designating March 2 through 8, 1980, as “National Women’s History Week”; and

WHEREAS, in 1987, a bipartisan group of Senators introduced the first joint resolution to pass Congress designating “Women’s History Month”; and

WHEREAS, President Ronald Reagan issued the first “Women’s History Month” Presidential Proclamation in 1987; and

WHEREAS, despite the advancements of women in the United States, much remains to be done to ensure that women realize their full potential as equal members of society in the United States.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of South Fulton Georgia proclaim March as Women’s History Month to spread awareness of the importance of women in the history of the United States.

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

BE IT FURTHER RESOLVED, all resolutions or parts thereof that are in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

BE IT FURTHER RESOLVED, that the effective date of this Resolution shall be from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval Of A Resolution Extending The Building and Infrastructure Renaming Committee To An Additional One Year

DATE: March 22, 2022

SUBJECT: Request Council Approval Of A Resolution Extending The Building and Infrastructure Renaming Committee To An Additional One Year

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Building renaming Committee Extension Resolution	Cover Memo	3/18/2022
COSF Memorandum FIS Building Renaming Committee Extension Resolution	Cover Memo	3/18/2022

**A RESOLUTION EXTENDING THE CITY RENAMING COMMITTEE TO AN
ADDITIONAL ONE YEAR, AND FOR OTHER PURPOSES**

(Sponsored by Councilperson Willis)

WHEREAS, the City Council established City Renaming Committee to consider requests and make recommendations to the City Council for the naming or renaming of City facilities or infrastructures, excluding roads through Resolution 2021-033; and

WHEREAS, the City Council desires to extend the term of the Renaming Committee for an additional one year beyond the original six months term; and

WHEREAS, this Resolution is in the best interests of the general welfare of the City and its employees and residents.

THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES as follows:

Section 1. The City of South Fulton, Georgia hereby extends the City Renaming Committee for an additional one year to effectuate the purpose established through Resolution 2021-033.

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

Section 3. All resolutions, or parts thereof, that conflict with this Resolution are, to the extent of such conflict, hereby repealed.

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

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER



Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk
FROM: Karen Slaton-Dixon, Finance Director *KSD*
DATE: March 17, 2022
SUBJECT: Building and Renaming Committee Extension Resolution

CONCLUSION

No direct funds are being requested.

BACKGROUND

The city desires to extend the City Renaming Committee to an additional one year.

FINANCIAL IMPACT

The proposed resolution as written will have no financial impact on the City's budget.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval Of A Resolution Extending The Street Renaming Task Force Committee To One Year

DATE: March 22, 2022

SUBJECT: Request Council Approval Of A Resolution Extending The Street Renaming Task Force Committee To One Year

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Street renaming Committee Extension Resolution	Cover Memo	3/18/2022
COSF Memorandum FIS Street Renaming Task Committee Extension Resolution	Cover Memo	3/18/2022

**A RESOLUTION EXTENDING THE STREET RENAMING TASK FORCE COMMITTEE
TO ONE YEAR, AND FOR OTHER PURPOSES**

(Sponsored by Councilperson Gumbs)

WHEREAS, the City Council established a task force committee (“Task Force”) to research and review names of streets within the City that may be associated with or linked to the atrocities that occurred during the Civil War and the Confederacy, to work with the community on proposed name changes and present its findings and recommendations for name changes to City Council through Resolution 2021-032; and

WHEREAS, the City Council desires to extend the term of the Task Force for an additional one year beyond the original six months term; and

WHEREAS, this Resolution is in the best interests of the general welfare of the City and its employees and residents.

THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES as follows:

Section 1. The City of South Fulton, Georgia hereby extends the Streets Renaming Committee Task Force for an additional one year to effectuate the purpose established through Resolution 2021-032.

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

Section 3. All resolutions, or parts thereof, that conflict with this Resolution are, to the extent of such conflict, hereby repealed.

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

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER



Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk
FROM: Karen Slaton-Dixon, Finance Director *KSD*
DATE: March 17, 2022
SUBJECT: Street Renaming Committee Extension Resolution

CONCLUSION

No direct funds are being requested.

BACKGROUND

The city desires to extend the Street Renaming Task Force Committee to an additional one year.

FINANCIAL IMPACT

The proposed resolution as written will have no financial impact on the City's budget.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Z21-014 and CV21-008: Request Council approval to rezone three parcels from AG-1 and TR to O-I for the expansion of a nursing home facility. Request variances to reduce the side yard on the South property line to 30 feet, to reduce the landscape strip to 40 feet on the southeastern property corner, and to reduce the Cliftondale Landscape Buffer to 30 feet on the south property line, to allow the existing front yard parking

DATE: March 22, 2022

SUBJECT: Z21-014 and CV21-008: Request Council approval to rezone three parcels from AG-1 and TR to O-I for the expansion of a nursing home facility. Request variances to reduce the side yard on the South property line to 30 feet, to reduce the landscape strip to 40 feet on the southeastern property corner, and to reduce the Cliftondale Landscape Buffer to 30 feet on the south property line, to allow the existing front yard parking

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Z21-014	Cover Memo	3/18/2022
Z21-014 Staff Report for Council 3.22.22	Cover Memo	3/18/2022

Z21-014

CV21-008

Rezoning and Concurrent Variances
7560, 7550, and 7540 Butner Road
District 4

Staff recommendation is Approval

Planning Commission Meeting
City of South Fulton
March 8, 2022



Z21-014 Butner Rd

Request for Rezoning

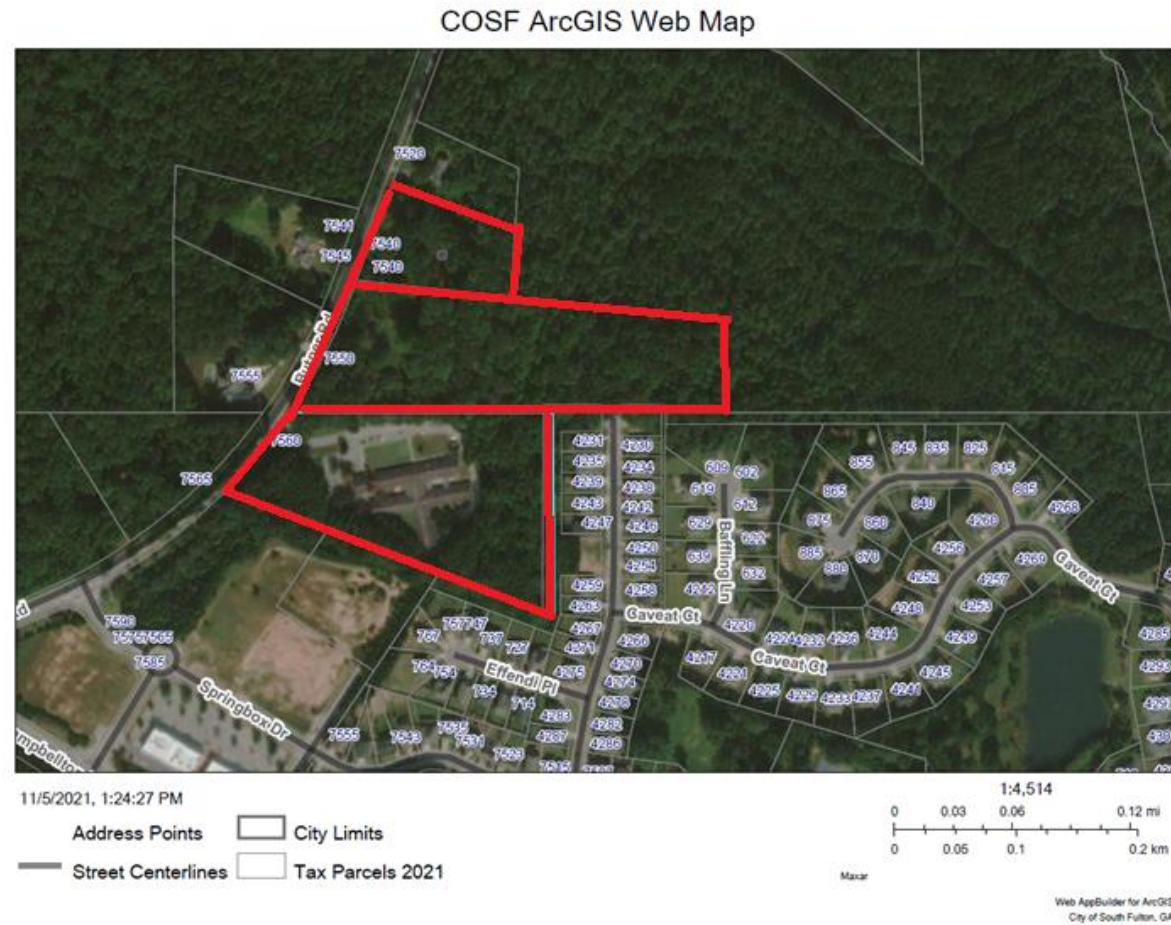
- Applicant seeks a rezoning to O-I to expand a nursing home facility.
- The current nursing home facility is located on a parcel zoned TR.
- The applicant would like to rezone the current parcel and two adjacent parcels to O-I to expand the facility.
- The Future Land Uses for this site are Community Live Work and Rural Neighborhood. A Future Land Use change will be necessary should rezoning be granted.

Z21-014 Butner Rd

Recommended Conditions:

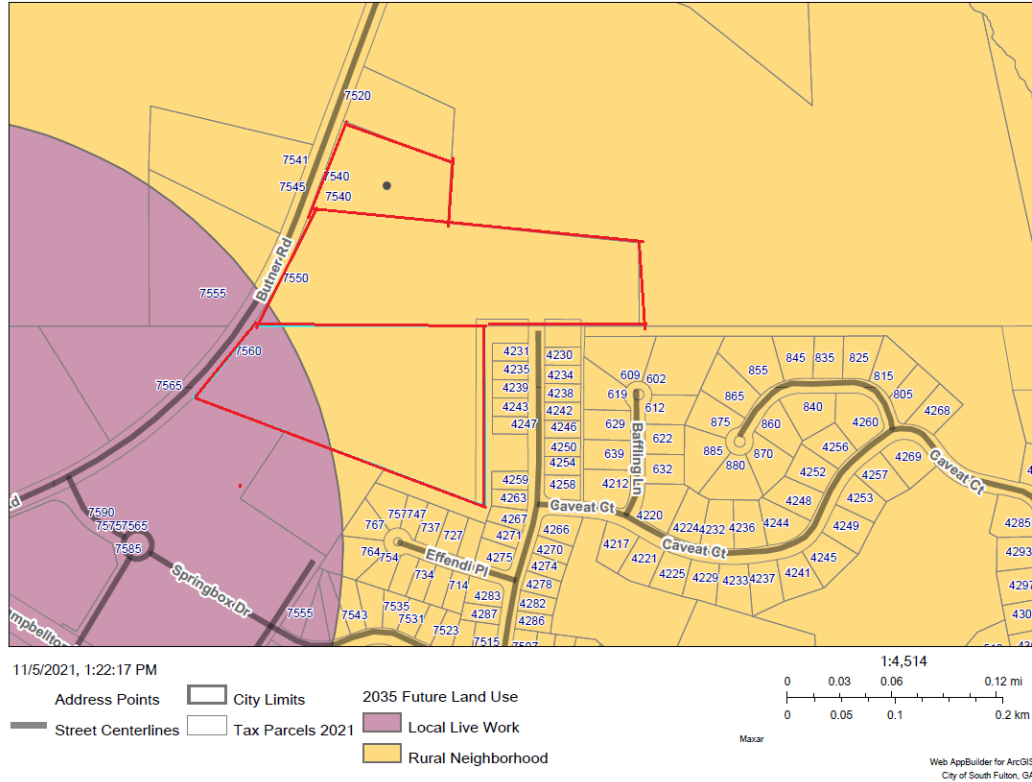
1. The site shall be limited to 1 curb cut on Butner Rd.
2. The site shall be submitted in accordance with the site plan submitted to CDRA on February 21, 2022.
3. The facility square footage shall not exceed 100,000 square feet with any future expansion being to the current building.
4. The facility shall have no more than 150 beds.
5. The height of the facility shall be no more than 1 story.
6. The development shall include an exterior courtyard and garden area as well as an interior courtyard area for the use of patients, guest and staff visiting the facility, as shown on the submitted site plan.

Z21-014: Butner Rd



Z21-014: Butner Rd.

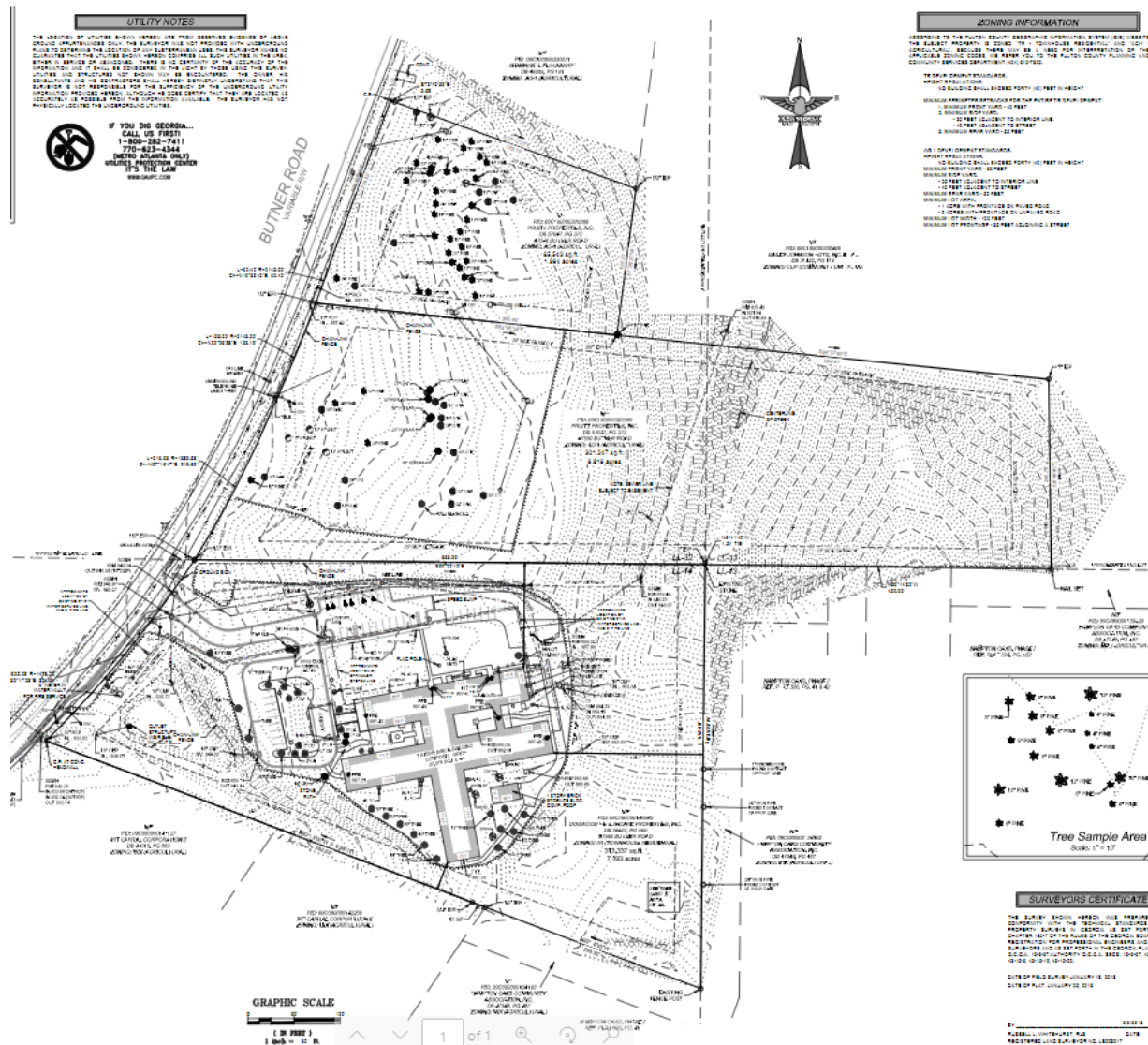
COSF ArcGIS Web Map



COSF ArcGIS Web Map



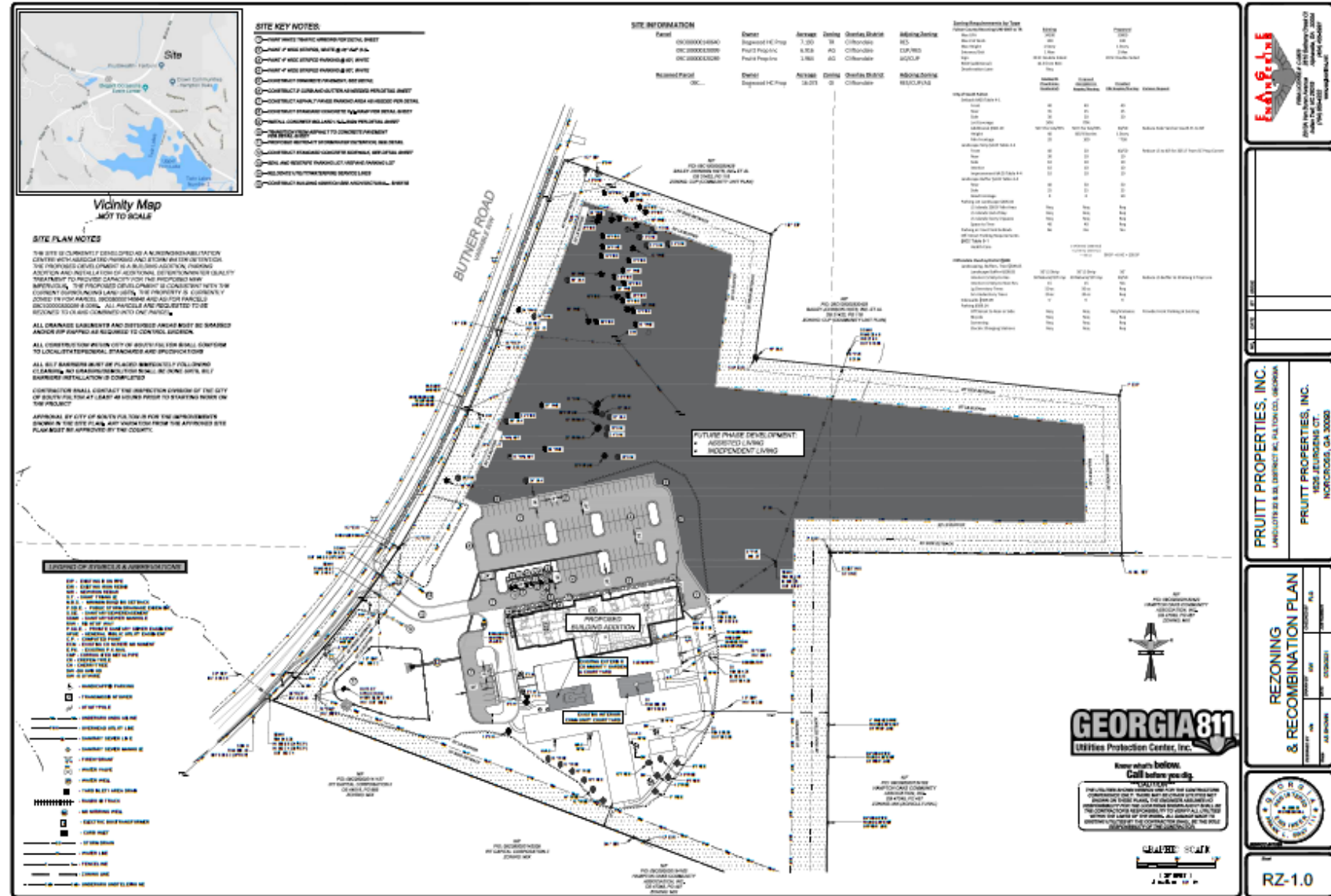
Z21-014: Butner Rd



Current Site Plan

Z21-014: Butner Rd New Site Plan

Proposed Site Plan Update



Z21-014 Butner Rd.

- Regarding the request for rezoning, staff recommendation is approval with staff conditions.
- Regarding the request for concurrent variances, staff recommendation is approval.

City of South Fulton Agenda Item Summary



City Council Meeting Date 3/22/2022		
Requesting Department Community Development and Regulatory Affairs		Council District(s) Affected 4
Requested Action Request for Council Approval of Z21-014 and CV21-007. Request to rezone three parcels from AG-1 and TR to O-I for the expansion of a nursing home facility. Request variances to reduce the side yard on the South property line to 30 feet, to reduce the landscape strip to 40 feet on the southeastern property corner, and to reduce the Cliftondale Landscape Buffer to 30 feet on the south property line, to allow the existing front yard parking.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Staff recommends Council Approval with the attached conditions.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) Pruitt Health has been operating at this site since the early 1990's as a nursing home. The applicant owns two undeveloped parcels immediately north of the current facility, and has interest in an expansion. The applicant seeks to rezone to O-I because under the current zoning code, nursing homes are entitled in the O-I zoning district. The existing facility was in compliance with the zoning buffers and setbacks at the time it was constructed. If the site is to be rezoned, the existing facility will not be in the minimum yards and buffers as required by both the zoning ordinance for the O-I zoning district and the Cliftondale Overlay, triggering the need for a variance. All parts of a future expansion will be required to comply with the current buffer, minimum yard, and overlay requirements.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☒ Legislative Process Complete Yes ☒ No ☐		
Department Director Approval Rebecca Keefer Digitally signed by Rebecca Keefer Date: 2022.03.15 23:17:43 -04'00'		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval 3/17/22	City Manager Approval

GOVERNMENT OF THE CITY OF SOUTH FULTON



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Mayor and City Council

FROM: Planning & Zoning Division

SUBJECT: **Z21-014 and CV21-008 7450, 7750, 7560 Butner**

Road MEETING DATE: **March 22, 2022**

The applicant seeks to rezone three parcels and extend an existing nursing home.
The applicant seeks four concurrent variances:

1. to reduce the side yard on the South property line to 30 feet
2. to reduce the landscape strip to 40 feet on the southeaster property corner
3. to reduce the Cliftondale Landscape Buffer to 30 feet on the south property line
4. To allow the existing front yard parking

STAFF RECOMMENDATION: Approval with conditions PLANNING

COMMISSION RECOMMENDATION: Approval with staff conditions

cc: Corey Adams, City Clerk

APPLICATION INFORMATION

Applicant Information:	Michele L. Battle Battle Law P.C. 3562 Habersham at Northlake Building J. Tucker, GA 30084
Status of Applicant:	Attorney
City Council District(s):	District 4
Parcel ID Number:	09C100000320099, 09C100000320289, 09C080000140640
Area of Property:	16.4 Acres
Current/Past Use of the Property:	Assisted Living Facility and Single-Family Residences
Prior Zoning Cases/History:	Z1990-0098 Rezoning from AG-1 to TR APPROVED U1990-0047 Special Use Permit for a nursing home APPROVED
Surrounding Zoning:	<u>South</u> : MIX (Mixed Use) <u>North</u> : AG-1 Agricultural and CUP (Community Unit Plan, Residential) <u>East</u> : MIX (Mixed Use) <u>West</u> : AG-1 Agricultural and CUP (Community Unit Plan, Residential)
2035 Future Land Use Designation:	<u>Character Type</u> : The Future Land Use is both Local Live Work and Rural Neighborhood. <u>Land Uses</u> : Local Live Work: Neighborhood, Public, Semi-Public, Institutional, Open Space <u>Zonings</u> : MIX, C-1, C-2, O-I <u>Land Use</u> : Rural Neighborhood: Agricultural, Forestry and Estate Residential, Residential 1 Unit or Less per acre, 1 to 2 Units per acre, Open Space, Public, Semi-Public and Institutional <u>Zonings</u> : R2-A, CUP, NUP, SH
Compatibility to the Fulton County 2035 Comprehensive Plan:	No. The proposal is partially in compliance with the Future Land Use. The Local Live Work portion of the project is in compliance. The Rural

Z21-014 and CV21-008 or a Rezoning at 7560, 7750, and 7540 Butner Rd.

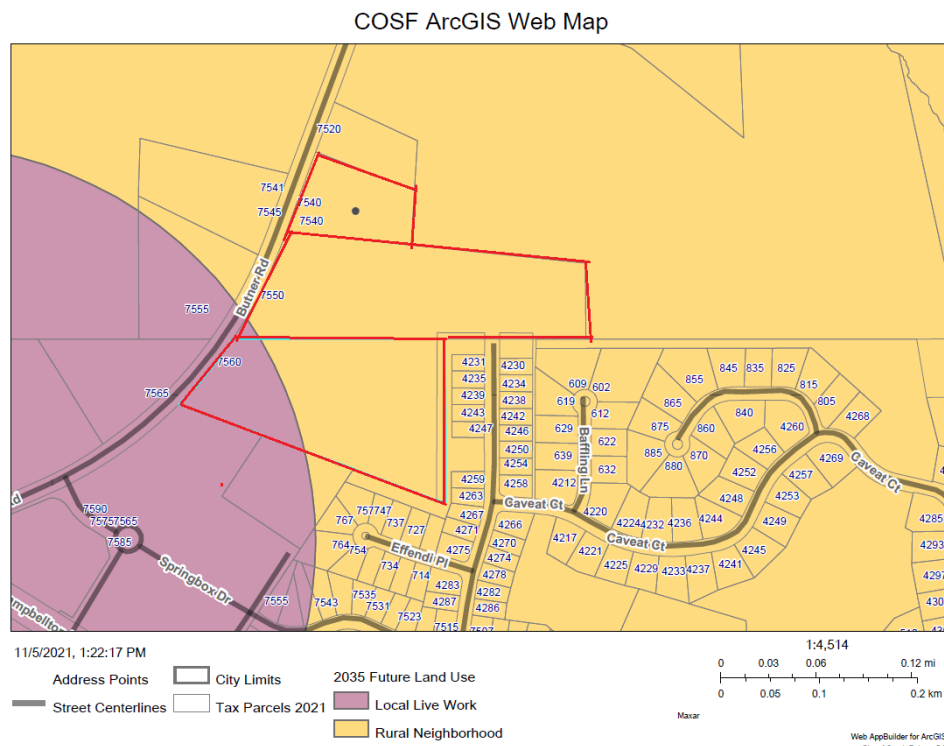
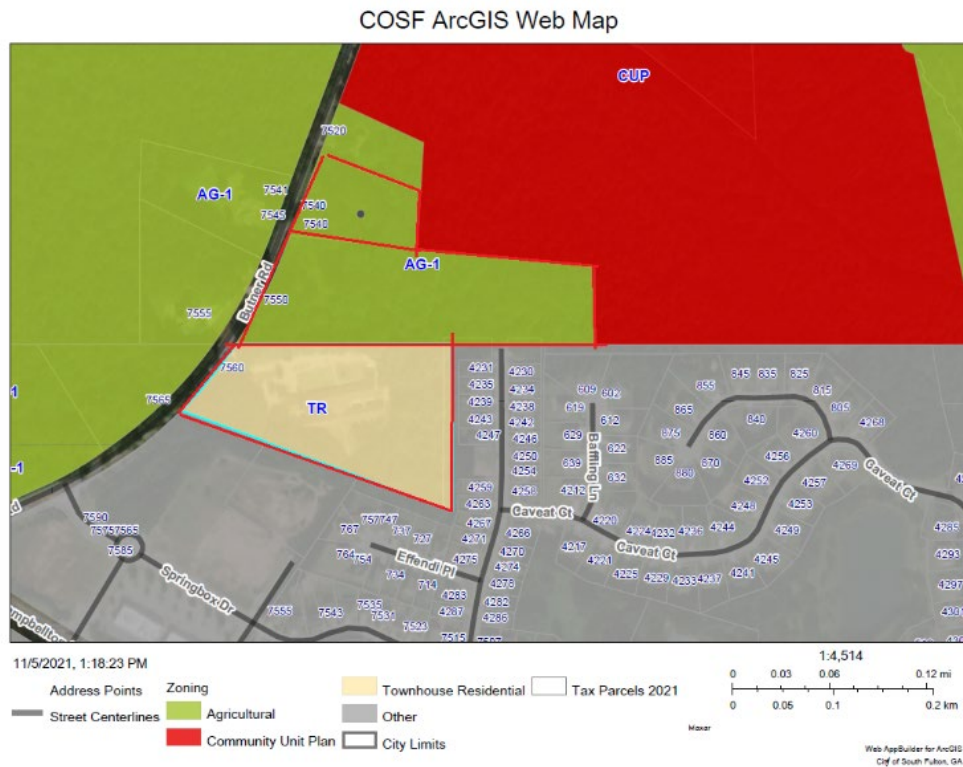
March 22, 2022

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Neighborhood portion of the project would require a Future Land Use Amendment.

Overlay District:	Cliftondale Overlay
Public Utilities:	Water service is provided to these sites by City of Atlanta.
	Sewer Service is provided by Fulton County
Public Services:	Police and fire services are available to the site by the City of South Fulton.
Transportation:	<u>Street:</u> Butner Road <u>Classification:</u> Minor Arterial Local Road <u>Public Transit:</u> The address is not yet served by MARTA. <u>Bike/Pedestrian Access:</u> Sidewalks and bike paths are not present to the site at this time.
Parking Required (Retail/Service Stations):	Parking Required: 60 spaces Parking Proposed: 105 spaces

City of South Fulton Zoning and Future Land Use Maps:



Z21-014 and CV21-008 or a Rezoning at 7560, 7750, and 7540 Butner Rd.

March 22, 2022

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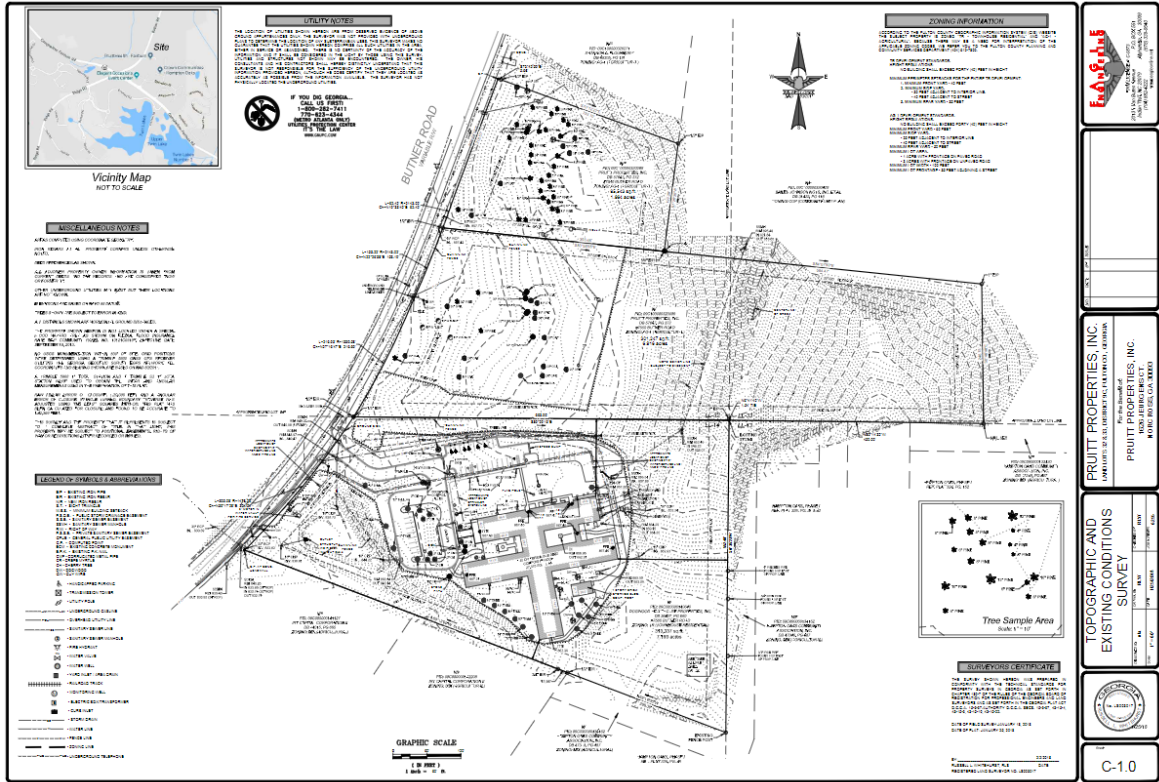
Aerial Map Plan:

COSF ArcGIS Web Map

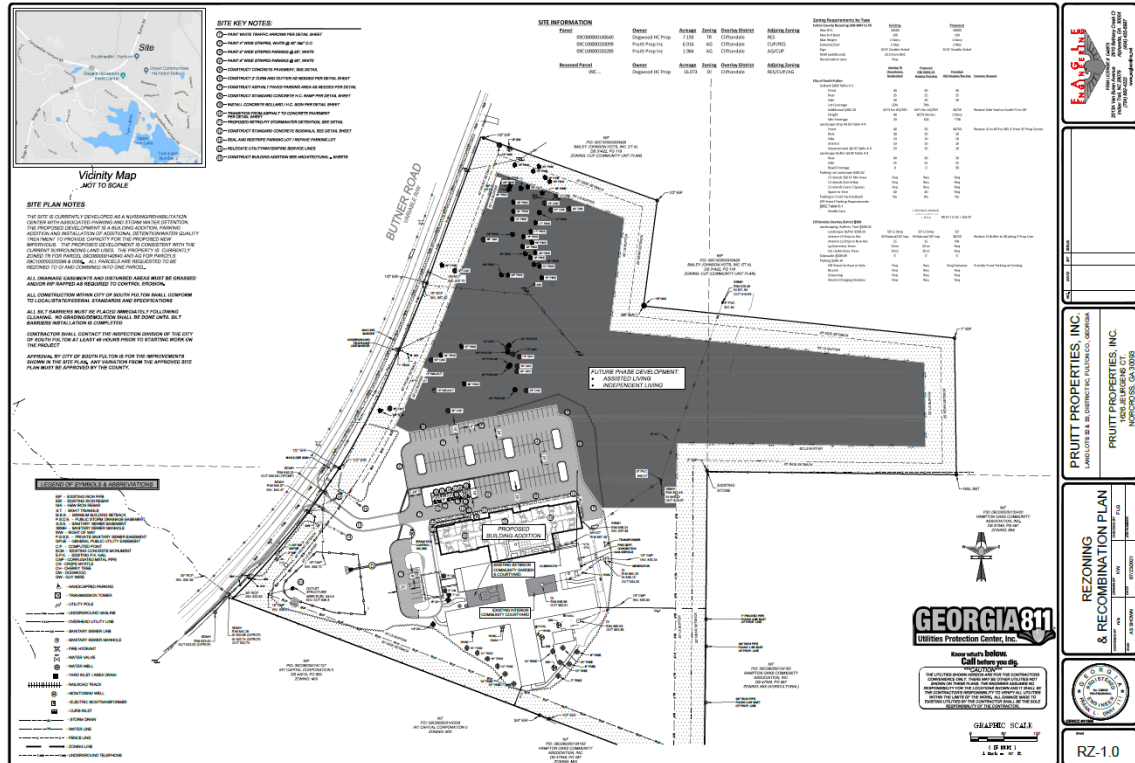


Z21-014 and CV21-008 or a Rezoning at 7560, 7750, and 7540 Butner Rd.
March 22, 2022
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Current Site Plan



Proposed Site Plan



Z21-014 and CV21-008 or a Rezoning at 7560, 7750, and 7540 Butner Rd.

March 22, 2022

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Interior Organization



THE OAKS
FAIRBURN
Fulton County, Georgia

David R. Polston - Architect
3806 Park Ave. Suite 2-L, Wilmington, NC 28403
Architecture Planning Design

A 1	24 BEDROOM ADDITION
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PUBLIC PARTICIPATION

A zoom meeting was held on July 15, 2021 via zoom at 6:00pm. No community members were in attendance. The report is attached.

ZONING IMPACT ANALYSIS

- 1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.**

Yes. The assisted living facility is a suitable use in light of the surrounding area and the uses of the adjacent and nearby properties.

Z21-014 and CV21-008 or a Rezoning at 7560, 7750, and 7540 Butner Rd.

March 22, 2022

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2. **Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.**

No. The zoning proposal will not adversely affect the nearby properties.

3. **Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.**

No. The two AG-1 parcels are currently undeveloped and are not being used for agriculture. The TR parcel is used as an assisted living facility, but is not in compliance with the City's zoning code adopted in December of 2021,

4. **Whether the zoning proposal will result in a use which will or could cause an excessive burdensome use of existing streets, transportation facilities, utilities, or schools;**

No. The assisted living facility is already in operation, and based on the information provided by the applicant, additional trips or activity are not expected as a result of this rezoning.

5. **Whether the zoning proposal is in conformity with the policies and intent of the land use plan;**

No. The proposal is partially in compliance with the Future Land Use Plan. A majority of the site is part of the Rural Neighborhood Future Land Use, and will require a Future Land Use change should the rezoning be approved. The other portion of the site is part of the Local Live Work Future Land Use and will not require a Future Land Use Change.

6. **Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; and**

No. There are no other pertinent conditions or concerns with this site.

7. **Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of City of South Fulton.**

No. The expansion of the assisted living facility will not have any environmentally adverse effects.

VARIANCE CONSIDERATIONS

Staff is including the specific conditions that must be considered for a variance to be granted to assist the Zoning Board of Appeals in considering the application and its merits. According to our Code, these considerations include:

808.09 Hardship Criteria:

Primary variances shall only be granted by the Zoning Board of Appeals and concurrent variances shall only be granted by City Council upon showing that, owing to special conditions, a literal enforcement of the

Z21-014 and CV21-008 or a Rezoning at 7560, 7750, and 7540 Butner Rd.

March 22, 2022

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provisions of this Ordinance would result in unnecessary hardship and such approval will not be contrary to the public interest. A variance from the terms on this Ordinance shall not be granted unless a written application is submitted demonstrating:

- a. The application of the particular provision of the Zoning Ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public;
- b. That special conditions and circumstances exist which are peculiar to the land, structure, sign, or building involved and which are not applicable to other land, structures, or buildings in the same district;
- c. That literal interpretation of the provisions of this Zoning Ordinance would deprive the applicant of rights commonly enjoyed by other properties within the same district under the terms of this Ordinance;
- d. That the special conditions and circumstances do not result from the actions of the appellant;
- e. That granting the variance requested will not confer on the appellant any special privilege that is denied by this Zoning Ordinance to other lands, structures or buildings in the same district;
- f. That the request is limited to the extent necessary to alleviate the unnecessary hardship and not as a convenience to the appellant nor to gain any advantage or interest over similarly zoned properties; and
- g. Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of the Zoning Ordinance.

STAFF COMMENTS

Engineering: A tree study will be needed to evaluate the presence of specimen trees and any tree recompense required.

Environmental: Requested information, none provided.

Fulton County Public Works (Sewer): Requested information, none provided.

Transportation: The development shall be limited to a single curb cut on Butner Road.

MARTA: The development shall be limited to a single curb cut on Butner Road.

Fulton County Health Department: Requested information, none provided.

Fulton County Schools: Requested information, none provided.

Fire: Requested information, none provided.

PLANNER'S RECOMMENDATION

Z21-014 and CV21-008 or a Rezoning at 7560, 7750, and 7540 Butner Rd.
March 22, 2022
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The assisted living facility has been in operation since the 1990's. The owners are hoping to expand the facility and parking lot configuration to create additional private rooms to aid in social distancing. As facility is already active, and not in compliance with the current Future Land Use Plan, measures are needed to aid in transitions back to the lower intensity uses of the Rural Neighborhood character areas to the North. Additionally, quality of life and amenities for the residents should be taken into consideration as the site is being reorganized.

Recommended Conditions are attached:

Staff recommendation is **Approval**.

Regarding the concurrent variances:

The O-I zoning district and the Clifftondale Overlay provide guidance on setbacks and buffers. However, this project is for an expansion, and a majority of the site is already built out. Relief if granted will be in harmony with what is existing and will not have a negative impact on the environment or neighboring properties.

Staff recommendation is **Approval**

**PLANNING COMMISSION RECOMMENDATION:
APPROVAL WITH STAFF CONDITIONS**

PREPARED BY: Marissa Jackson, Senior Planner

REVIEWED BY: Dana Gray Planner, CDRA

Rebecca Keefer, Interim Director, CDRA

RECOMMENDED CONDITIONS

If this petition is approved by the **City Council of the City of South Fulton** ~~the Board of Commissioners~~, it should be **approved O-I (Office Institutional)** ~~TR (Townhouse Residential)~~ Zoning and a Use Permit for Nursing Home CONDITIONAL subject to the owner's agreement to the following enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede unless specifically stipulated by the **City Council** ~~Board of Commissioners~~.

1. To the owner's agreement to restrict the use of the subject property as follows:
 - a. A ~~100~~ **150** bed Nursing Home of no more than ~~34,500~~ **100,000** square feet.
 - b. Obtain an operating permit for Nursing Home from the Department of Human Resources and file a copy of said permit with the City of South Fulton ~~Fulton County Zoning Administrator~~ prior to the issuance of a Certificate of Occupancy or the connection of permanent power for any building.
 - c. Limit the height of the building to no more than **2 stories** ~~1 story~~.
2. To the owner's agreement to abide by the following:
 - a. To the site Plan received by the Zoning Department on ~~October 8, 1990~~ **February 21, 2022** and to submit to the **Director of Community Development and Regulatory Affairs** ~~Public Works~~ for approval, prior to the approval of a Land Disturbance Permit, a revised Site Plan based on a certified boundary survey of the entire property zoned, incorporating the stipulations of these conditions of zoning approval and meeting or exceeding the requirements of the Zoning Resolution.
3. To the owner's agreement to the following site development considerations:
 - a. No more than one exit/entrance on Butner Road, Curb cut location and alignment are subject to the approval of **City of South Fulton** ~~Fulton County Traffic Engineer~~.
 - b. Limit the free-standing project identification signage on the entire property to no more than one unlighted /double-faced pole sign/monument sign adjacent to Jones Road having no more than 20 square feet of surface area per face and further not to exceed a height of 10 feet from finished grade measured from the base of the sign structure.

- c. No roof signs are permitted.
- 4. To the owner's agreement to abide by the following requirements, dedications, and improvements:
 - a. Dedicated at no cost to **the City of South Fulton** ~~Fulton County~~ along the entire property frontage, prior to the approval of a Land Disturbance Permit, sufficient land as necessary to provide the following right-of-way, and dedicate at no cost to the City of South Fulton ~~Fulton County~~ such additional right-of-way from back of curb of all abutting road improvements, as well as allow the necessary construction easements while the right-of-way are being improved:

30 feet from centerline of Butner Road.
 - b. Improve the following roadway along the entire property frontage from the center of the road to back of curb as follows:

14.5 feet from centerline of Butner Road.
 - c. Provide a deceleration lane on Butner Road as may be approved by the **City of South Fulton** ~~Fulton County~~ Traffic Engineer.
 - d. Design required on-site storm water detention facilities such that they are not located within any required buffers, landscape strips or on required parking or loading areas.
- 5. To the owner's agreement to abide by the following:
 - a. To contact the **Director of Community Development and Regulatory Affairs** ~~of Public Works~~, prior to the application for a Land Disturbance Permit, to arrange with the **City** ~~County~~ Arborist an on-site evaluation of existing specimen trees/stands, buffers, and tree protection zones within the property boundaries.
 - b. To maintain as a minimum, the tree density requirements as prescribed by the **City of South Fulton** ~~Fulton County~~ Tree Preservation Ordinance Administrative Guidelines, either through the retention of existing trees, or tree replacement in perpetuity.



PUBLIC PARTICIPATION PLAN REPORT FORM E

Applicant: Dogwood Healthcare Properties, Inc. c/o Battle Law, P.C. Petition No. _____

Date: July 20, 2021

1. The following parties were notified of the requested rezoning/use permit:
Everyone listed on the quarter mile list provided by City of South Fulton Staff

2. The following meetings were held regarding this petition: (Include the date, time, and meeting location.)
Zoom meeting on Thursday, July 15, 2021 from 6:00pm - 7:00pm

3. The following issues and concerns were expressed:
No issues or concerns were expressed as no community members logged onto the Zoom meeting

4. The applicant's response to issues and concerns was as follows:
We will schedule a follow-up community meeting via Zoom and extend the boundary of the
mailing list from the required 500ft from the subject property to 1,000ft from the subject
property after attending the CZIM meeting on November 8 and receiving feedback from
residents
5. Applicants are required to attach copies of sign-in sheets from meetings as well as meeting announcements, i.e., notices, flyers, letters, and any other documentation which supports the opportunity for public input.

Attach additional sheets as needed.

July 1, 2021

RE: A Proposed Rezoning at 7550 Butner Road (09C100000320099) and 7540 Butner Road (09C100000320289) South Fulton, GA 30213

Dear Property Owner:

We would like to invite you to join our Zoom Video Meeting on **Thursday, July 15, 2021**, from 6:00pm to 7:00pm to discuss a proposed Rezoning for properties located at 7550 Butner Road (09C100000320099) and 7540 Butner Road (09C100000320289) South Fulton, GA 30213. My client, Dogwood Healthcare Properties, Inc., is seeking to a rezone these properties to allow for the expansion of a parking lot.

Below are the meeting instructions. There are multiple ways for you to join the meeting, including via your computer, tablet, or cell phone, with or without video. If you are unable to make it, but would like to learn more, please contact our office at (404) 601-7616 ext. 7 or email us at btb@battlelawpc.com and we will send you a summary of the meeting.

You are invited to a Zoom meeting.

When: July 15, 2021 06:00 PM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://otago.zoom.us/join>

Meeting ID: 817 9045 0053

Passcode: 367470

After registering, you will receive a confirmation email containing information about joining the meeting.

Please contact our offices if you have any questions regarding the meeting.

Sincerely,

Michele L. Battle

Michèle L. Battle



Zoom Step by Step Instructions

Go to <https://otago.zoom.us/join> and Enter the Meeting ID that you have been provided with in the appropriate field and click “Join” (the meeting ID will be a 9 digit or 10 digit number)

If joining from a mobile Device

If you are joining from a mobile device (Android smartphone/tablet, Apple iPhone/iPad) then it will simply prompt you to download the Zoom Cloud Meeting app from the App/Play Store.

If joining from a computer

When entering a Zoom meeting for the first time from a computer you may need to download a small application file. This process is easy to complete on all commonly used browsers. Google Chrome should automatically download the file.

Just before Entering the meeting you will be prompted to enter a display name. This name is simply to identify you in the meeting.

Join Audio via Computer

You will then be prompted how you wish to join your audio. If you wish to join audio via the telephone, follow the instructions further down, otherwise simply select Join Computer by Audio.

Join Audio via Telephone

Dial in using (646) 558-8656, after entering the Meeting ID, you will be prompted to enter your Participant ID/Password. Simply enter this number followed by # and the video audio will then be synchronized.

Raising Your Hand

As the non-speaker if you wish to ask a question or make a point during the meeting it’s good protocol to use the “Raise Hand” facility.

If the tool bar is not showing at the bottom of the Zoom window, place your cursor over the Zoom window so it appears and select the “Participants” icon.

A window listing other participants will appear, there is also a “Raise Hand” icon, click the icon to make it known to the Host that you would like to raise your hand.

If you wish to lower your hand, click the “Lower Hand” icon that will have replaced the “Raise Hand” icon.

Leave Meeting

To leave a meeting from Zoom on your desktop, select “End Meeting” then “Leave Meeting.”

Owner	OwnerAddr1	OwnerAddr2
2015 3 IH2 BORROWER LP	901 MAIN ST SUITE 4700	DALLAS TX 75202
2018 2 IH BORROWER LP	1717 MAIN ST STE 2000	DALLAS TX 75201
ALECXH JAMES	3780 N BERKLEY LAKE RD NW	DULUTH GA 30096
ASHFORD CHAUNCEY & DIANTHA	612 BAFFLING LANE	FAIRBURN GA 30213
BAILEY JOHNSON HGTS INC ET AL	P.O. BOX 173	SOUTH WEYMOUTH MA 02190
BLAIR WILLIAM S	737 EFFENDI PL	FAIRBURN GA 30213
BOYKIN HEIDI LATAYA	4220 CAVEAT CT	FAIRBURN GA 30213
BRIGHT JOSE & MADZIWANZIRA GODKNOWS	4224 CAVEAT CT	FAIRBURN GA 30213
BUTNER ASSOCIATES LLC	2018 POWERS FERRY RD SE SUITE 650	ATLANTA GA 30339-7207
CERBERUS SFR HOLDINGS II LP	PO BOX 2249	CUMMING GA 30028
CERBERUS SFR HOLDINGS I P	1850 PARKWAY PL SUITE 900	MARIETTA GA 30067
CHRISTIAN BRIAN M & CHRISTIAN JESSICA	7555 BUTNER RD	ATLANTA GA 30349
CORDY ANTHONY MAURICE	704 EFFENDI PL	FAIRBURN GA 30213
CRAWFORD DANTAVIUS DURRELL & WOODCOX SHEENA RENEE	4247 SIR DIXON DR	FAIRBURN GA 30213
DAWES NATESHA S	4209 CAVEAT CT	FAIRBURN GA 30213
DENNIS ANTHONY JR	4208 CAVEAT CT	FAIRBURN GA 30213
DIXON BYRON G	757 EFFENDI PL	FAIRBURN GA 30213
DOGWOOD HEALTHCARE PROP INC	1626 JEURGENS CT	NORCROSS GA 30093
DURHAM DENITRA	767 EFFENDI PL	FAIRBURN GA 30213
EDWARDS BRENDA J	4271 SIR DIXON DR	FAIRBURN GA 30213
ESQUIVEL ERICK ALBERTO & ESQUIVEL KATHIA VANESA	7539 SPRINGBOX DR	FAIRBURN GA 30213
GEIGER GINA L	7490 BUTNER RD	FAIRBURN GA 30213
GILBERT JAYVIOUS	602 BAFFLING LANE	FAIRBURN GA 30213
GILLENWATERS CAROLE L	7527 SPRINGBOX DR	FAIRBURN GA 30213
GISSERTANNER JARVIS	764 EFFENDI PL	FAIRBURN GA 30213
GREEN GEORGE H	P.O. BOX 127	FAIRBURN GA 30213-0127
HAMPTON BRANDI	734 EFFENDI PL	FAIRBURN GA 30213
HAMPTON OAKS COMMUNITY ASSOCIATION INC	PO BOX 491809	ATLANTA GA 30349
HAMPTON OAKS COMMUNITY ASSOCIATION INC	PO BOX 491809	ATLANTA GA 30349
HAMPTON OAKS COMMUNITY ASSOCIATION INC	PO BOX 491809	ATLANTA GA 30349
HAMPTON OAKS COMMUNITY ASSOCIATION INC	PO BOX 491809	ATLANTA GA 30349
HAMPTON OAKS COMMUNITY ASSOCIATION INC	PO BOX 491809	ATLANTA GA 30349
HAMPTON OAKS COMMUNITY ASSOCIATION INC	PO BOX 491809	ATLANTA GA 30349
HARPER JAMETRA	4275 SIR DIXSON DR	FAIRBURN GA 30213
HAYNES VANESSA	7555 SPRINGBOX DR	FAIRBURN GA 30213
HERRON CUTHBERT STEPHANIE ANN & CUTHBERT TOMMY JAMES JR	602 BAFFLING LANE	FAIRBURN GA 30213
HUDSON WANDA	4217 CAVEAT CT	FAIRBURN GA 30213
HUTCHINS MOSE E & EALEY HUTCHINS THERSA S	7535 SPRINGBOX DR	FAIRBURN GA 30213
IRT CAPITAL CORPORATION II	410 PARK AVE STE 720	NEW YORK NY 10022-9452
IRT CAPITAL CORPORATION II	410 PARK AVE STE 720	NEW YORK NY 10022-9452
IVEY HARRY J JR	4230 SIR DIXON DR	FAIRBURN GA 30213
JENKINS DWAYNE A	4239 SIR DIXON DR	FAIRBURN GA 30213
JONES ROBERT A & JONES SHEILA NANETTE	639 BAFFLING LANE	FAIRBURN GA 30213
JORDAN GREGORY	622 BAFFLING LANE	FAIRBURN GA 30213
KING MELONY T	4250 SIR DIXON DR	FAIRBURN GA 30213
LEE JAMES A JR	845 BELMAR PASS	FAIRBURN GA 30213
LOWE TIANIA	4274 SIR DIXON DR	FAIRBURN GA 30213
LYTLE WEBSTER JR	4282 SIR DIXON DR	FAIRBURN GA 30213
MARTINEZ ANGEL CASTILLO	4242 SIR DIXON DR	FAIRBURN GA 30213
MC KEN BYRON L & PAULINE A	145 ACTON DR	FAYETTEVILLE GA 30215
MC MILLAN CHARLES F JR	7523 SPRINGBOX DR	FAIRBURN GA 30213
MOORE STEPHAN	4231 SIR DIXON DR	FAIRBURN GA 30213
MYERS KACI C	855 BELMAR PASS	FAIRBURN GA 30213
PAGE JAMES EDWARD	724 EFFENDI PL	FAIRBURN GA 30213
PLUMMER COURTNEY	875 BELMAR PASS	FAIRBURN GA 30213
POE GARRY N	4243 SIR DIXON DR	FAIRBURN GA 30213
PORTER DANIELLE N	4278 SIR DIXON DR	FAIRBURN GA 30213
POWELL ROBERT NEAL & POWELL ANBRIA S	7531 SPRINGBOX DR	FAIRBURN GA 30213
POWELL VICKIE VANASTER	4238 SIR DIXON DR	FAIRBURN GA 30213
PRUITT PROPERTIES INC	1626 JEURGENS CT	NORCROSS GA 30093
PRUITT PROPERTIES INC	1626 JEURGENS CT	NORCROSS GA 30093
QUARRIE DAHLIA ET AL	7551 SPRINGBOX DR	FAIRBURN GA 30213
RELAFORD WARREN L	619 BAFFLING LANE	FAIRBURN GA 30213
ROBINSON KENNETH JAMES	885 BELMAR PASS	FAIRBURN GA 30213
SAMUEL D ALLEN HERITAGE TRUST	7500 BUTNER RD	FAIRBURN GA 30213
SAMUEL D ALLEN HERITAGE TRUST THE	7500 BUTNER RD	FAIRBURN GA 30213
SCOTT KATINA	727 EFFENDI PL	FAIRBURN GA 30213
SCOTT MATTIE & JONES DESI	714 EFFENDI PL	FAIRBURN GA 30213
SHAW AKIA	4254 SIR DIXON DR	FAIRBURN GA 30213
SHELTON KETRA LENORE & CHANCELLOR LEE	7547 SPRINGBOX DR	FAIRBURN GA 30213
SNEAD JEFFREY SHELDON	609 BAFFLING LANE	FAIRBURN GA 30213
STEPHERSON DONNA HOWARD	4221 CAVEAT CT	FAIRBURN GA 30213
STEWART ANITRA M	4270 SIR DIXON DR	FAIRBURN GA 30213
SWEET PETER MARCUS	4212 CAVEAT CT	FAIRBURN GA 30213
TEAGLE LATONYA	629 BAFFLING LANE	FAIRBURN GA 30213
TRICE DEMORRISS E	632 BAFFLING LANE	FAIRBURN GA 30213
TRIMBLE JARON A	4234 SIR DIXON DR	FAIRBURN GA 30213
VH CONSTRUCTION INC	3645 MARKETPLACE BLVD STE 130 293	EAST POINT GA 30344
WALLACE LAWRENCE	747 EFFENDI PL	FAIRBURN GA 30213
WILBORN VICTOR	7520 BUTNER RD	FAIRBURN GA 30213
WILKS MARTIN L & WILKS ALEXZINA	865 BELMAR PASS	FAIRBURN GA 30213
WILLIAMS ASHLEY	744 EFFENDI PL	FAIRBURN GA 30213
WILSON STEPHEN R	717 EFFENDI PL	FAIRBURN GA 30213
WOOTEN GEREYMY	4246 SIR DIXON DR	FAIRBURN GA 30213
WRIGHT TRINA N	4267 SIR DIXON DR	FAIRBURN GA 30213
YOUNG KELLEY	7543 SPRINGBOX DR	FAIRBURN GA 30213
AMAR CHEIKH M & MAGOUMBA S	815 BELMAR PASS	FAIRBURN GA 30213
ANDERSON TANJAR	7519 SPRINGBOX DR	FAIRBURN GA 30213
ASHTERMAN CLAUDIA C	4244 CAVEAT CT	FAIRBURN GA 30213
AUSTIN JUANITA A	7510 SPRINGBOX DR	FAIRBURN GA 30213
BROWN KIESHA	7495 SPRINGBOX DR	FAIRBURN GA 30213
BROWN WILLIE C JR	7491 SPRINGBOX DR	FAIRBURN GA 30213
CLAY STEPHANIE	7498 SPRINGBOX DR	FAIRBURN GA 30213
CLIFTON SHAUNTAE D & FREDERICK A	7487 SPRINGBOX DR	FAIRBURN GA 30213
CVS SEVEN FIVE THREE SIX FIVE GA LLC	1 CVS DR	WOONSOCKET RI 02895
DILLINGHAM KEESHA R	7546 SPRINGBOX DR	FAIRBURN GA 30213
FRAZIER IVY	7530 SPRINGBOX DR	FAIRBURN GA 30213
GRACE DAVID ANTOINO	7526 SPRINGBOX DR	FAIRBURN GA 30213
HAMPTON OAKS COMMUNITY ASSOCIATION INC	PO BOX 491809	ATLANTA GA 30349
HAMPTON OAKS COMMUNITY ASSOCIATION INC	P.O. BOX 491809	ATLANTA GA 30349
HARDING REGINALD & LEE REGINALD	4290 SIR DIXON DR	FAIRBURN GA 30213
HEARD DEREICK L & GRANT HEARD TANYA A	7514 SPRINGBOX DR	FAIRBURN GA 30213
HENRY BRETT C & HENRY NICOL J	840 BELMAR PASS	FAIRBURN GA 30213
HUTCHINS LARRY D & SCHELENE A	7483 SPRINGBOX DR	FAIRBURN GA 30213
JACKMAN STARKIM M & CHANDRA NICOLE	4291 SIR DIXON DR	FAIRBURN GA 30213
JACKSON DARRYL	4260 CAVEAT CT	FAIRBURN GA 30213
JACOBS EMIA	4233 CAVEAT CT	FAIRBURN GA 30213
JOHNSON CORY JR & FULLER OLDS DEBBIE N	835 BELMAR PASS	FAIRBURN GA 30213
JONES CHRISTOPHER	7494 SPRINGBOX DR	FAIRBURN GA 30213
JONES RUBY W	4241 CAVEAT CT	FAIRBURN GA 30213
LEGENDRE GRACIEUSE NOEL	7506 SPRINGBOX DR	FAIRBURN GA 30213
LESLIE AINSLEY DELROY & MORRIS BRENT ANTONIO	7502 SPRINGBOX DR	FAIRBURN GA 30213
LOVELAND RICHARD M JR	4225 CAVEAT CT	FAIRBURN GA 30213
MALONE QUANTAINNE & JAMEKA	870 BELMAR PASS	FAIRBURN GA 30213
MC CULLOR TYVAUGHN R	7518 SPRINGBOX DR	FAIRBURN GA 30213
MOODY RICHARD & TUMBLING SHAREE	7554 SPRINGBOX DR	FAIRBURN GA 30213
MURRAY NATHANIEL JR & PARHAM IGWANA RENE	7503 SPRINGBOX DR	FAIRBURN GA 30213
NICHOLS EBONY & HENDERSON DIESHA N	825 BELMAR PASS	FAIRBURN GA 30213
PARKER KIMBERY ANN	4248 CAVEAT CT	FAIRBURN GA 30213
PROCTOR JARRETT	7522 SPRINGBOX DR	FAIRBURN GA 30213
QUINN JEFFREY D	860 BELMAR PASS	FAIRBURN GA 30213
RUCKER KENAE	4229 CAVEAT CT	FAIRBURN GA 30213
SHAKES GREGORY O	4232 CAVEAT CT	FAIRBURN GA 30213
SMITH ANASTASIA	880 BELMAR PASS	FAIRBURN GA 30213
SMITH BRIAN LONGET	7550 SPRINGBOX DR	FAIRBURN GA 30213
SMITH DONNIE	4256 CAVEAT CT	FAIRBURN GA 30213
STEWART THOMAS JR & STEWART SHIRLEY	4236 CAVEAT CT	FAIRBURN GA 30213
THOMAS WILLIAM H JR	7235 TACCOA CIR	JONESBORO GA 30238
VAUGHN CLEOPATRA	4252 CAVEAT CT	FAIRBURN GA 30213
WILCOX HAROLD & WILCOX ANGELA S	4237 CAVEAT CT	FAIRBURN GA 30213
WINE KAREEM ABDUL & PHILBERT WINE YUVANKA GAELE	7499 SPRINGBOX DR	FAIRBURN GA 30213

Dogwood Community Meeting Sign In Sheet

First Name	Last Name	Email	Registratio	Approval Status
Michele	Battle	battlelawp	#####	approved
Brittney	Butler	btb@battle	#####	approved

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 5:40 p.m. Second Reading of An Ordinance Amending Title 15, Criminal Offenses, Chapter 1, In General, Of The City Code, Pardoning Certain Charges Under Sec. 15-1006(A) For The Possession Of One Ounce Or Less Of Marijuana, Alleviating The Public Burden Of Future Charges Under Sec. 15-1006(A) For The Possession Of One Ounce Or Less Of Marijuana

DATE: March 22, 2022

SUBJECT: 5:40 p.m. Second Reading of An Ordinance Amending Title 15, Criminal Offenses, Chapter 1, In General, Of The City Code, Pardoning Certain Charges Under Sec. 15-1006(A) For The Possession Of One Ounce Or Less Of Marijuana, Alleviating The Public Burden Of Future Charges Under Sec. 15-1006(A) For The Possession Of One Ounce Or Less Of Marijuana

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Marijuana Possession Pardon Ordinance (Dr. Baker)	Cover Memo	3/18/2022
COSF Memorandum FIS Marijuana Possession Pardon Ordinance	Cover Memo	3/18/2022

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

4
5 **AN ORDINANCE AMENDING TITLE 15, CRIMINAL OFFENSES, CHAPTER 1, IN**
6 **GENERAL, OF THE CITY CODE, PARDONING CERTAIN CHARGES UNDER SEC. 15-**
7 **1006(A) FOR THE POSSESSION OF ONE OUNCE OR LESS OF MARIJUANA,**
8 **ALLEVIATING THE PUBLIC BURDEN OF FUTURE CHARGES UNDER SEC. 15-1006(A)**
9 **FOR THE POSSESSION OF ONE OUNCE OR LESS OF MARIJUANA AND FOR**
10 **OTHER LAWFUL PURPOSES**

11
12 **(Sponsored by Councilperson Mark Baker)**

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 Charter authorizes the City to enact rules and regulations
21 concerning the public health, safety and welfare of the City;

22 **WHEREAS**, the City Council finds that enforcement of the State law prohibiting
23 possession of less than one ounce of marijuana has been inequitable and has fallen
24 disproportionately on certain subsets of the population;

25
26 **WHEREAS**, arrest and/or conviction for the State law offense of possession of less
27 than one ounce of marijuana presents employment obstacles which marginalize broad
28 swaths of the population;

29
30 **WHEREAS**, the City Council further finds that the prosecution and punishment of
31 individuals charged with the possession of one ounce or less of marijuana, where such
32 person has no accompanying felony charge related to the incident, presents greater harm
33 to the health, safety, and welfare of the City than the act of possession itself; and

34
35 **WHEREAS**, this Ordinance aims to 1) pardon individuals charged with the
36 possession of one ounce or less of marijuana under Sec. 15-1006(a), where such person
37 has no accompanying felony charge related to the incident and 2) cease future charges
38 of persons with possession of one ounce or less of marijuana under Sec. 15-1006(a),
39 where such person has no accompanying felony charge related to the incident; and

40
41 **WHEREAS**, this Ordinance is in the best interests of the health and general
42 welfare of the City, its residents and general public.

43 **THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS** as
44 follows:
45

Section 1. The City of South Fulton Code of Ordinances, **Title 15, Criminal Offenses**, is hereby amended by adding a new subsection **(f) Pardon**, to **Section 15-1006, Civil possession offense**, which shall read as follows:

TITLE 15 – CRIMINAL OFFENSES

CHAPTER 1. – IN GENERAL

Sec. 15-1006. – Civil possession offense

...

(f) Pardon of marijuana possession (ounce or less) in non-felony cases

- 1) It is the policy of the City that the arrest, prosecution, and punishment of individuals charged with the possession of one ounce or less of marijuana, and no felony charge accompanying such possession charge, presents greater harm to the health, safety, and welfare of the city than the act of possession itself.
- 2) **Pardon for pending cases.** Any person charged under Sec. 15-1006(a) of this Chapter for a possession violation occurring on or after January 1, 2022, shall be deemed pardoned of such charge under Sec. 15-1006(a), immediately upon and by operation of law.
- 3) **Non-prosecution under Sec. 15-1006(a) for future offenses.** As of the effective date of this Ordinance, the City police department shall not charge any person with the possession of one ounce or less of marijuana under Sec. 15-1006(a), where no felony charge accompanies such possession charge.
- 4) Nothing under this Ordinance shall preclude a police officer from taking all customary incidental investigatory actions that would otherwise be available to an officer with a reasonable suspicion or probable cause to believe that a crime of marijuana possession has occurred or from charging an individual with any other crime for which probable cause exists.
- 5) Nothing in this Ordinance shall entitle any person to any reimbursement for past and/or paid fines.

Section 2. Effective Date. The effective date of this Ordinance shall be on the date of adoption unless provided otherwise by applicable local, state and/or federal law.

83
84 **Section 3.** It is hereby declared to be the intention of the City Council that: (a) All
85 sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were,
86 upon their enactment, believed by the City Council to be fully valid, enforceable and
87 constitutional.

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

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

100 **Section 4.** All Ordinance and Resolutions in conflict herewith are hereby expressly
101 repealed.

102 **Section 5.** The City Attorney, City Clerk and contracted City Codifier are authorized
103 to make non-substantive formatting and renumbering edits to this ordinance for proofing,
104 codification, and supplementation purposes. The final version of all ordinances shall be
105 filed with the City Clerk.

The foregoing Ordinance No. 2022-xxx was moved for approval by Councilmember _____ . The motion was seconded by Councilmember _____ , and being put to a vote, the result was as follows:

	AYE	NAY
Khalid kamau, Mayor	_____	_____
Carmalitha Gumbs	_____	_____
Catherine Foster Rowell	_____	_____
Helen Zenobia Willis, Mayor Pro Tem	_____	_____
Jaceey Sebastian	_____	_____
Corey Reeves	_____	_____
Natasha Williams	_____	_____
Mark Baker	_____	_____

THIS ORDINANCE so adopted this _____ day of _____ 2022. **CITY OF SOUTH FULTON, GEORGIA.**

Khalid kamau, MAYOR

ATTEST:

CORY E. ADAMS, SR., CITY CLERK

APPROVED AS TO FORM:

VINCENT HYMAN, CITY ATTORNEY

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER



Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk
FROM: Karen Slaton-Dixon, Finance Director *KSD*
DATE: February 24, 2022
SUBJECT: Marijuana Possession Pardon Ordinance

CONCLUSION

No direct funds are being requested.

BACKGROUND

The city desires to amend Title 15, Criminal Offenses, Chapter 1, in General of the City Code, pardoning certain charges under sec. 15-1006(A) for the possession of one ounce or less of marijuana.

FINANCIAL IMPACT

The proposed ordinance as written will have no financial impact on the City's budget. As indicated by the Police Chief, maybe only a slight reduction to seizure funds.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 5:50 p.m. 2022 Legislative Update

DATE: March 22, 2022

SUBJECT: 5:50 p.m. 2022 Legislative Update

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
A. R. Long Company - 2022 Legislative Session - Crossover Day Updates - March 16, 2022	Cover Memo	3/18/2022



A. R. LONG COMPANY, LLC

EXECUTIVE CONSULTING | GLOBAL RELATIONSHIPS

3900 CROWN ROAD, #161303, ATLANTA, GA 30304 | (404) 547-4400

ARLONGCOMPANY.COM | ANDREW@ARLONGCOMPANY.COM

Memorandum

To: Honorable khalid kamau – Mayor, City of South Fulton
From: Anna Edmondson, Lobbyist, A. R. Long Company
CC: Tammi Saddler Jones – City Manager, Corey Adams – City Clerk, Andrew Long – Principal, A. R. Long Company
Date: March 16, 2022
Re: 2022 Legislative Session – Crossover Day Updates

CITY OF SOUTH FULTON 2022 LEGISLATIVE PRIORITIES

- **Reapportionment Maps** – A. R. Long Company communicated and coordinated with Mr. Brian Knight, Local Redistricting Coordinator for the Georgia Office of Legislative and Congressional Reapportionment, to produce maps for City of South Fulton leadership and to secure Mr. Knight for the City of South Fulton City Council retreat on March 11th to answer any questions from the Mayor or City Council members regarding the old maps, the new maps, and moving forward by home-rule or by legislation.
- **Heated Related Youth Sports (HB 1373)** – Rep. William Boddie introduced HB 1373 that requires local governments or authorities operating parks and recreation facilities used by youth athletic organizations to ensure such parks and facilities are equipped with certain vessels for heat related injuries. The bill was assigned to the House Governmental Affairs Committee and A. R. Long Company and Rep. Boddie worked with the Committee Chairwoman Darlene Taylor to amend the bill to ensure both parties would be satisfied with the presented version. The State and Local Government Subcommittee held a hearing on HB 1373 on March 7th. Rep. Boddie presented the bill's provisions and the findings of the 2019 Johnny Tolbert III House Study Committee on Heat-Related, Cardiac, and Other Sports-Related Injuries. Johnny Tolbert III's

mother and lawyers testified to support the measure, as well Jeff Hopp, Vice President of the Southeast Athletic Trainers Association, Richard Lamp, with the Georgia Nurses Association, Steve Card, with the Georgia Recreation and Park Association, and the City of South Fulton's Councilwoman Helen Willis. The bill unanimously passed out of committee but was stalled in the House Rules Committee due concerns from several members on implementation and did not become eligible for a vote by the House Chamber.

- **Strengthening Candidate Residency Requirements** - A. R. Long Company worked with Rep. Roger Bruce and Legislative Counsel to draft language for this legislation. The loophole was unable to be pinpointed and language was not agreed on for the legislation to be drafted. Rep. Bruce ultimately did not introduce legislation on this issue this session.

2022 LEGISLATIVE SESSION UPDATES

GENERAL

As of March 16, 2022, the General Assembly has reached Legislative Day 29 of session. Day 28, the day prior, was Crossover Day, the last day for a bill to pass out of the chamber that it originated in to still be eligible for the legislature's consideration this session. If a bill did not cross over by the close of Crossover Day, it cannot be considered until next year, and even then, it must be reintroduced as a new bill. The House and the Senate debated legislation well into the night to ensure that their priorities made it over the Crossover Day hurdle.

Also notable, last week was qualifying week for candidates running for federal, state, and local offices in Georgia. At the close of the five-day period, more than 600 individuals visited the Capitol to file their paperwork to appear on the ballot for Georgia's May 24 General Primary/Special Election.

BUDGET

Just like legislation, the budget is an equally important tool for legislators to create policy, but in this form, they can literally "put their money where their mouth is" and allocate funds to implement various programs and initiatives. This year, in both the Amended Fiscal Year 2022 budget and Fiscal Year 2023 budget, the legislature has started tackling numerous initiatives relating to mental health coordinated care, law enforcement systems and public safety, public education, and addressing state agency recruitment and retention needs.

The AFY2022 budget, after being reviewed and amended by the House and the Senate, was signed by the Governor with much fanfare on March 16th. To compare, the original FY2022 budget, which was adopted in March 2021, was set by a revenue estimate of \$27.2 billion. Since then, the state's

continuously improving financial position has set record revenue collections and robust collections are also anticipated for the remainder of the current fiscal year. With that, the revenue estimate was revised for the AFY2022 budget to \$30.3 billion, an increase of \$3.08 billion, or 11.3%, over the current budget.

The FY2023 budget was passed by the House on March 11th, which passed the baton on to the Senate. On Monday, March 14th, the Senate began holding hearings for state agency heads to present their respective budgets. In the House-passed version, the budget was set by a revenue estimate of \$30.2 billion, which is an increase of \$2.9 billion, or 10.8%, over the FY2022 budget. The House version also supported the Governor's recommendation to permanently restore the almost \$640 million that was removed from the FY2021 budget during the pandemic.

LEGISLATION

This legislative session, the House and Senate hoppers have been full of partisan policies, reflecting the fact that it is an election year for the General Assembly. The following outlines major legislation that advanced, and is still eligible for final passage, under the Gold Dome:

Governor Brian Kemp

- **Constitutional Carry Act** (SB 319 and HB 1358) - *Both bills made it past Crossover Day and have been assigned to the Senate Public Safety and Homeland Security Committee and the House Judiciary Committee, respectively.*
 - Eliminates the need for a license to carry a handgun in public and thus eliminates the need for a background check for such license, and also expands places that Georgians can legally carry guns. The legislation maintains the existing concealed handgun license system, so citizens who still wish to obtain a permit may do so.
- **Parents' Bill of Rights** (SB 449 and HB 1178) - *Both bills made it past Crossover Day and have been assigned to the House and the Senate Education Committees, respectively.*
 - Codifies parental rights when it comes to their child's education, including the right to access instructional material. The bills affirm a parent's ability to request information from a principal or superintendent and requires that they provide the requested information within 3 working days. If the principal or superintendent is unable to share the information within that timeframe, they must provide the parent with a description of the material and a timeline for its delivery, not to exceed 30 days.
- **Unmask Students Act** (SB 514) - *Made it past Crossover Day and was assigned to the House Education Committee.*

- Prohibition on local boards of education, superintendents, or personnel of public and state charter schools from imposing any rule requiring students wear a face mask or covering without an opt-out choice for parents. It would also prevent schools and educators from penalizing a student, academically or otherwise, as a result of the parent's decision.

Speaker David Ralston

- **Mental Health Parity Act (HB 1013)** - *Made it past Crossover Day and was assigned to the Senate Health and Human Services Committee which will start holding hearings on Thursday, March 17th.*
 - Comprehensive reform to mental health services in the state. The measure incorporates the Georgia Behavioral Health Reform & Innovation Commission's recently published recommendations. As the Act's name implies, it seeks to require insurers to meet federal parity standards, requiring mental health coverage and substance abuse treatment be treated the same as physical healthcare. The Act also boosts workforce development initiatives to address Georgia's shortage of mental-health workers and assists law enforcement officers who respond to emergencies involving individuals suffering from mental illness or substance abuse.

Lt. Governor Geoff Duncan

- **"LESS" (Law Enforcement Strategic Support) Crime Act (SB 361)** - *Made it past Crossover Day and was assigned to the House Ways & Means Committee.*
 - Establishes a new funding avenue for local law enforcement agencies through a dollar-for-dollar state tax credit. Capped at \$100 million for the first year, the credit allows taxpayers and corporations to directly support their community's public safety initiatives through an affiliated law enforcement foundation. Agencies will be authorized to use the funds to increase officer salaries, hire additional officers, expand training programs, purchase or maintain department equipment and establish or maintain a co-responder program for de-escalating behavioral health emergencies.
- **Georgia Behavioral Health and Peace Officer Co-Responder Act (SB 403)** - *Passed out of the House Health and Human Services Committee yesterday, and is awaiting final passage by the House chamber before it can be sent to the Governor for signature.*

- Plan that promotes collaboration between local law enforcement agencies and certified behavioral health specialists through the establishment of a statewide co-responder model. The bill will allow for the implementation of a co-responder model that combines the knowledge of law enforcement and mental health professionals to de-escalate behavioral health emergencies.
- **Fostering Success Act (SB 370)** – *Passed out of the Senate on February 11, and is awaiting a hearing in the House Ways & Means Committee.*
 - Creates a dollar-for-dollar state income tax credit that generates funds for youth who have recently aged out of the foster system. With an initial annual cap of \$20 million, donations received through the program will go directly to services that provide guidance and support for un-adopted youth transitioning into adulthood. Proceeds can be used to cover costs associated with postsecondary education, medical and mental health care needs, housing, transportation and can be used to assist non-profit organizations that support this sector of Georgia’s population.

Other Priorities

- **Election Integrity (HB 1464)** – *This bill was called in the House chamber at 10:00 p.m. on Crossover Day and passed out of the House after much debate from both sides of the aisle.*
 - The bill is a GOP backed measure that has been touted to increase Georgian’s confidence in our elections system. The 44-page bill mostly contains chain of custody provisions for elections officials and administrators regarding absentee ballots, security envelopes, etc. It also contains provisions that allow the GBI to investigate allegations of voter fraud, expand access to poll watching and ballot inspections, and create a formal review and allocation process for nonprofit donations.
- **Expanding Access to Medical Marijuana (SB 609 and HB 1452)** – *Both bills made it past Crossover Day and were voted out of their respective chambers with much debate.*
 - Last July, the Georgia Access to Medical Cannabis Commission finally awarded six licenses to companies to grow and manufacture low THC oil. Those awards were formally protested, as the Commission’s process allowed, by 16 other applicants that were not awarded licenses. Those protests are expected to be litigated which would delay production 3-4 more years due to extensive litigation. In these bills, the House and the Senate are both aiming to do the same thing: low THC oil to the 20,000 patients on the

registry that have been waiting for medical marijuana since it was legalized in 2015. However, the House and the Senate have taken different approaches to achieving this goal. SB 609 sets a May 31 deadline for the Georgia Access to Medical Cannabis Commission to issue licenses. HB 1425 would eliminate the Commission’s current RFP and the 6 tentatively issued licenses and require that the RFP process start anew under the Department of Administrative Services.

- **Electric Vehicle Charging Rollout** - With increased usage of electric vehicles (EVs) on the horizon, and federal Bipartisan Infrastructure Law dollars slated for states to expand EV charging access, the House Energy, Utilities & Telecommunications Committee prioritized establishing a framework for EV charging stations in Georgia. Given the amount of testimony on the matter, an EV Charging Special Committee was created in the House to review HB 1133 and HB 1322 which allows EV charging stations to resell electricity by the kilowatt and create an initial framework “designed to encourage private sector investment in the deployment of electric vehicle charging equipment,” respectively. However, both of these bills failed to make it past Crossover Day and instead a Joint Study Committee will be formed to review how to address the expansion of EV chargers in Georgia.

Adjournment Calendar

Monday, March 14 committee work day
 Tuesday, March 15 convene for legislative day 28 (Crossover Day)
 Wednesday, March 16 convene for legislative day 29
 Thursday, March 17 convene for legislative day 30
 Friday, March 18 convene for legislative day 31

Monday, March 21..... convene for legislative day 32
 Tuesday, March 22 convene for legislative day 33
 Wednesday, March 23..... convene for legislative day 34
 Thursday, March 24 committee work day
 Friday, March 25..... convene for legislative day 35

Monday, March 28..... convene for legislative day 36

Tuesday, March 29 convene for legislative day 37
Wednesday, March 30. convene for legislative day 38
Thursday, March 31 committee work day
Friday, April 1 convene for legislative day 39
Saturday, April 2.committee work day

Sunday, April 3 committee work day
Monday, April 4. convene for legislative day 40 (SINE DIE)

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 6:05 p.m. Discussion and Recommendation Regarding The Council District 7
Vacancy

DATE: March 22, 2022

SUBJECT: 6:05 p.m. Discussion and Recommendation Regarding The Council District 7
Vacancy

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 6:20 p.m. Request Council Approval Of A Resolution Honoring District 7 Boundaries Through The 2022 Special Election For District 7

DATE: March 22, 2022

SUBJECT: 6:20 p.m. Request Council Approval Of A Resolution Honoring District 7 Boundaries Through The 2022 Special Election For District 7

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Redistricting Through State Reapportionment Office (khalid v2.24.22)	Cover Memo	3/18/2022
COSF Memorandum FIS Redistricting Through State Reapportionment	Cover Memo	3/18/2022

STATE OF GEORGIA

COUNTY OF FULTON

CITY OF SOUTH FULTON

RES2022-###

**AN RESOLUTION TO AUTHORIZE & SELECT THE GEORGIA GENERAL
ASSEMBLY REAPPORTIONMENT OFFICE TO REDRAW THE CITY OF SOUTH
FULTON'S REDISTRICTING MAP**

Plain Text Explanation:

Authorizes State Redistricting Office to redraw the City of South Fulton's District Maps.

(Sponsored by Mayor khalid)

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

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

WHEREAS, the full and complete legislative and policy making authority of the City resides in the part-time city council; and

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

WHEREAS, the Reapportionment Office of the General Assembly are the leading technical experts in this field and offers a redistricting service to all Georgia municipalities at no charge,

**THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY
RESOVLVES** as follows:

Section 1. The City of South Fulton shall have its 2022 Redistricting Maps drawn by the Georgia General Assembly's Reapportionment Office, and will work with said office to ensure that no City of South Fulton subdivisions are split by redistricting.

Section 2. The City of South Fulton shall continue to use its current District Map for any Special Election(s) held before December 31, 2022.

Section 3. All Resolutions in conflict herewith are hereby expressly repealed.

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

Section 5. The effective date of this Ordinance shall be March 22, 2022.

The foregoing Resolution No. 2022-xxx was moved for approval by Councilmember
_____. The motion was seconded by Councilmember
_____, and being put to a vote, the result was as follows:

AYE

NAY

khalid kamau, Mayor

Dr. Catherine Foster Rowell

Carmalitha Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Jaceey Sebastian	_____	_____
Corey Reeves	_____	_____
Natasha Williams	_____	_____
Dr. Mark Baker	_____	_____

THIS RESOLUTION so adopted this _____ day of _____, 2022. **CITY OF SOUTH FULTON, GEORGIA.**

KHALID KAMAU, MAYOR

ATTEST:

COREY ADAMAS, CITY CLERK

APPROVED AS TO FORM:

VINCENT D. HYMAN, CITY ATTORNEY

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER



Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: March 9, 2022

SUBJECT: Redistricting Through State Reapportionment Office

CONCLUSION

No direct funds are being requested nor have any direct funds been allocated in the FY22 budget to cover any known expenses.

BACKGROUND

The city desires to authorize & select the Georgia General Assembly Reapportionment Office to redraw the City of South Fulton's redistricting Map.

FINANCIAL IMPACT

The proposed resolution as written will have no major financial impact on the City's budget, other than the expense of codifying the change in Municode, so at minimum about \$20 a page.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 6:25 p.m. Second Reading of An Ordinance To Promote Transparency In The City's Procurement Process, Ensure Accountability And Fair Competition

DATE: March 22, 2022

SUBJECT: 6:25 p.m. Second Reading of An Ordinance To Promote Transparency In The City's Procurement Process, Ensure Accountability And Fair Competition

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Transparency in Contracting Ordinance (1)	Cover Memo	3/18/2022
COSF Memorandum FIS Transparency in Contracting Ordinance	Cover Memo	3/18/2022

AN ORDINANCE TO PROMOTE TRANSPARENCY IN THE CITY'S PROCUREMENT PROCESS, ENSURE ACCOUNTABILITY AND FAIR COMPETITION, AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Rowell and Councilmember Reeves)

WHEREAS, the City Council is committed to greater transparency across its operations and through its procurement practices; and

WHEREAS, transparency promotes accountability by giving account for public procurement processes and public spending while maximizing open competition; and

WHEREAS, the City Council wants to provide for increased public confidence in the procedures followed by the City in procurement activities by ensuring that the public procurement process is made available to the public at large, to allow current and prospective contractors to take advantage of contracting opportunities offered by the City.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows:

Section 1. For the purpose of transparency and accountably to taxpayers and ensuring the visibility of the flow of public funds, from the beginning of the process throughout the public procurement cycle, the Department of Finance, Purchasing Division ("Division") is responsible for the following:

1. Establish and maintain a list of the open and forecasted procurement opportunities that can be accessed from the city's website
2. Publish contract awards and prices of each award
3. Maintain a contractor-sanction list
4. Implement financial and conflict of interest disclosure requirement for elected officials.
5. Include the following in each procurement or solicitation:
 - a. Clear instructions on how to respond electronically to each solicitation, unless a solicitation cannot be responded to electronically, in which case the website shall provide clear instructions on how to respond to the solicitation through non-electronic means.
 - b. Include information on blackout time period for communications between the respondent and the elected official who may be required to vote on the procurement for all solicitation that are in excess of \$25,000.

Commented [RP1]: @Catherine Rowell Councilman
@Corey A. Reeves has requested to be added as a co-sponsor for this legislative item. @Katherine Vernet
@Vincent Hyman FYI

c. Protest procedures for any award or solicitation

6. Publish procurement information on the City's website regarding each contract executed by the City. For each contract contained in the database, the database shall include a unique identifier and, at a minimum, the following:

- a. A copy of the executed contract
- b. All determinations and findings related to the contract
- c. All contract modifications, change orders, or amendments associated with the contract
- d. All solicitation documents for the contract, including all requests for proposals and invitations for bids, and any amendments of such documents

The database should be able to generate a summary list of each contract executed by the City which shall include, for each contract, the contractor's name, a description of the goods or services purchased, and the dollar amount of the contract.

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

Section 5. The effective date of this Ordinance shall be June 1, 2022, unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER



Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: February 14, 2022

SUBJECT: Transparency in Contracting Ordinance

CONCLUSION

No direct funds are being requested nor have any direct funds been allocated in the FY22 budget to cover any known expenses.

BACKGROUND

The city desires to promote transparency in the City's procurement process to ensure accountability and fair competition.

FINANCIAL IMPACT

The proposed ordinance as written will have no major financial impact on the City's budget, other than the expense of codifying the change in Municode, so at minimum about \$20 a page.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 6:30 p.m. Request Council Approval Of A Resolution Directing And Authorizing The City Manager To Conduct A City-wide Operational Audit Of All Departments

DATE: March 22, 2022

SUBJECT: 6:30 p.m. Request Council Approval Of A Resolution Directing And Authorizing The City Manager To Conduct A City-wide Operational Audit Of All Departments

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2022 Operation Audit	Cover Memo	3/18/2022
COSF Memorandum FIS Operational Audit Resolution	Cover Memo	3/18/2022

**A RESOLUTION DIRECTING AND AUTHORIZING THE CITY MANAGER TO
CONDUCT A CITY-WIDE OPERATIONAL AUDIT OF ALL DEPARTMENTS, AND
FOR OTHER LAWFUL PURPOSES**

**(Sponsored by Mayor khalid and Councilmembers Willis, Sebastian, Rowell,
Williams)**

WHEREAS, the Parks and Recreation and Procurement departments have recently undergone an operational audit; and

WHEREAS, the City Council desires to have the remaining city departments be evaluated and undergo the same level of operational audit to improve government accountability and efficiency and the stewardship of management; and

WHEREAS, this Resolution is in the best interests of the general welfare of the City and its employees and residents.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, that the City Manager is directed to engage a reputable firm to conduct an operational audit citywide on all departments in accordance with generally accepted government auditing standards.

BE IT FURTHER RESOLVED, that the operational audit is to be focused on processes and administrative activities to include but not be limited to the following:

- a) Evaluate management's performance in establishing and maintaining internal controls, including controls designed to prevent and detect fraud, waste, and abuse, and in administering assigned responsibilities in accordance with applicable laws, rules, regulations, contracts, grant agreements, and other guidelines.
- b) Examine internal controls designed and placed in operation to promote and encourage the achievement of management's control objectives in the categories of compliance, economic and efficient operations, reliability of records and reports, and safeguarding of assets, and identify weaknesses in those controls.

BE IT FURTHER RESOLVED, that all resolutions or parts thereof that are in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

BE IT FURTHER RESOLVED, that the effective date of this Resolution shall be from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER



Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: March 17, 2022

SUBJECT: Operational Audit Resolution

CONCLUSION

No direct funds are being requested nor have any direct funds been allocated in the FY22 budget to cover any known expenses as it relates to this resolution.

BACKGROUND

The city desires to authorize the City Manager to conduct a city-wide operational audit of all departments.

FINANCIAL IMPACT

The proposed resolution as written will have no financial impact on the City's budget. However, a de minimis cost may be incurred based on the external accounting firm that is selected.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 6:45 p.m. Request Council Approval Of A Resolution Of The City Of South Fulton, Georgia, To Adopt The City Of South Fulton Investment Policy

DATE: March 22, 2022

SUBJECT: 6:45 p.m. Request Council Approval Of A Resolution Of The City Of South Fulton, Georgia, To Adopt The City Of South Fulton Investment Policy

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2022 Investment Policy Resolution 3-14-22	Cover Memo	3/18/2022
COSF Investment Policy_March 2022	Cover Memo	3/18/2022
COSF Memorandum FIS Investment Policy Resolution	Cover Memo	3/18/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RES2022-_____

A RESOLUTION OF THE CITY OF SOUTH FULTON, GEORGIA, TO ADOPT THE CITY OF SOUTH FULTON INVESTMENT POLICY; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Rowell)

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

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

WHEREAS, the City Council is authorized to establish reasonable protocols for its efficient operation; and

WHEREAS, the City of South Fulton Finance Department shall adhere to the regulations set forth below with respect to investments; and

WHEREAS, this Resolution is in the best interest of the City, its citizens and the efficient operation of the City.

THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY RESOLVES
as follows:

Section 1. The City of South Fulton hereby adopts the City of South Fulton Investment Policy, attached hereto, and made part hereof by reference. An official copy of this policy shall be retained by the City Clerk.

Section 2. Any resolution in conflict with this resolution is hereby waived to the extent of the conflict.

[signatures and voting tabulations appear on the following page]



The City of South Fulton

Investment Policy

Purpose

The purpose of this Investment Policy is to comply with Chapter 2256 of the Government Code ("Public Funds Investment Act", which required each local government to adopt a written investment policy regarding the investment of its funds and funds under its control. The Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management for the City's funds.

Although the Finance Department is responsible for all financial operations, authority over the Investment policy remains under the discretion of City Council, as indicated by Part 1 - City Charter, Article VIII, §8.1.

Section 1: Goals and Scope

Goals

- The primary goals of the City of South Fulton's Investment Policy shall be:
 1. Ensure the safety of all funds entrusted to the City;
 2. Maintenance of sufficient liquidity to meet all necessary obligations to the City;
 3. Public trust from prudent investment activities; and
 4. Provide optimization of interest earnings on the portfolio

Scope

- The investment policy of the City of South Fulton shall govern the investments of all financial assets of the City. These funds are accounted for in the City's Annual Audit Report and include:
 - o General Fund
 - o Enterprise Funds
 - o Special Revenue Funds
 - o Capital Project Funds
 - o Debt Service Funds, including reserves and sinking funds, to the extent not required by law or existing contract to be kept segregated and managed separately
 - o Other funds established from time to time

- Except for cash in certain restricted and special funds, the City may consolidate cash and investment balances to ease cash management operations and maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.
- This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the forgoing funds. However, this policy does not apply to the assets administered for the benefit of the City by outside agencies under deferred compensation programs or other post-employment benefits (OPEB) trust funds.

Section 2: Investment Objectives

- The primary objectives of investment activities shall be safety, liquidity, public trust and optimization of interest earnings. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and Local Law.

Safety

- Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
 - Credit Risk
 - The City of South Fulton will minimize credit risk, which is the risk of loss of all or part of the investment due to the failure of the security issuer or backer by:
 - Limiting investments to the types of securities listed later in this investment policy;
 - Pre-qualifying and conducting ongoing due diligence of the financial institutions, broker/dealers, intermediaries, and advisors with which the City of South Fulton will do business with;
 - Diversifying the investment portfolio so that the impact of potential losses from any one type of security or any one individual issuer will be minimized.
 - Interest Rate Risk
 - The City of South Fulton will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates by:
 - Structuring the investment portfolio so that security materials match cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market before maturity

- Investing operating funds primarily in shorter-term securities, money market mutual funds, or local government investment pools functioning as money market mutual funds or certificates of deposit.
- Diversifying maturities and staggering purchase states to minimize the impact of market movements over time.

Liquidity

- This investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrently with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.

Public Trust

- All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

Yield (Optimization of Interest Earnings)

- The investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and liquidity needs. The core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:
 - A security with declining credit may be sold early to minimize loss of principal;
 - Selling a security and reinvesting the proceeds that would improve the quality, yield, or target duration in the portfolio may be undertaken;
 - Unanticipated liquidity needs of the portfolio require that the security be sold.

Section 3: Standards of Care

Prudence

- The standard of prudence to be used by investment officials shall be the "uniform prudent investor act" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this

investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion, and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

Ethics and Conflicts of Interest

- Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business, in accordance with applicable laws. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

Delegation of Authority

- Authority to manage the investment program is granted to the City's Finance Director herein referred to as the investment officer. Responsibility for the operation of the investment program is hereby delegated to the investment officer, who shall act in accordance with established objectives and standards of care for the operation of this investment program. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer.

Training Requirement

- In accordance with the Public Funds Investment Act, designated Investment Officers shall attend an investment training session no less often than once in a two-year period that begins on the first day of the City's fiscal year and consists of two consecutive fiscal years after that date and shall receive not less than 8 hours of instruction relating to investment responsibilities. A newly appointed Investment Officer must attend a training session of at least 10 hours of instruction within twelve months of the date the Officer took office or assumed the Officer's duties.
- The investment training session shall be provided by an independent source approved by the City Council. For purposes of this policy, an "independent source" from which investment training shall be obtained shall include a professional organization, an institution of higher education or any other sponsor other than a business organization with whom the City may engage in an investment transaction.
 - Sources approved to provide training to the City's Investment Officer include:
 - Government Finance Officers Association (GFOA)
 - Georgia Government Finance Officers Association (GGFOA)

- University of Georgia – Carl Vinson Institute of Government (CVIOG)
- Any higher education organization that has an Public Management or Public Administration program.

Section 4: Authorized Financial Institutions, Depositories, and Broker/Dealers

Authorized Financial Institutions, Depositories, and Broker/Dealers

- A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by creditworthiness and/or other factors, such as FINRA broker check.
- All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:
 - Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
 - Proof of Financial Industry Regulatory Authority (FINRA) certification (not applicable to Certificate of Deposit counterparties)
 - Proof of state registration
 - Completed broker/dealer questionnaire (not applicable to Certificate of Deposit counterparties)
 - Certification of having read and understood and agreeing to comply with the City of South Fulton’s investment policy
 - Evidence of adequate insurance coverage exceeding at a minimum of 10% over the amount of the investment by the City.
- An annual review of the financial condition and registration of all qualified financial institutions and broker/dealers will be conducted by the investment officer.

Section 5: Safekeeping and Custody

Delivery vs. Payment

- All trades of marketable securities will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible custody account prior to the release of funds.

Safekeeping

- The City’s Finance Department will hold securities with all securities held in the City’s name.

Internal Controls

- The investment officer shall establish a system of internal controls, which shall be documented in writing. The internal controls shall be reviewed annually by City Council

and with the independent auditor for the City. The controls shall be designed to prevent the loss of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City. The internal controls shall address the following points:

- o Control of collusion
- o Separation of transactions authority from accounting and record keeping
- o Custodial safekeeping
- o Avoidance of physical delivery securities
- o Clear delegation of authority to subordinate staff members
- o Written confirmation for telephone (voice) transactions for investments and wire transfers
- o Development of a wire transfer agreement with the depository bank or third party custodian
- o Documentation of transactions and strategies
- o Monitor rating changes in investment acquired with public funds through websites such as Moody's, Standard & Poor's (S&P), and Electronic Municipal Market Access (EMMA)

Section 6: Suitable and Authorized Investments

Investment Types

- Consistent with the GFOA Policy Statement on State and Local Laws Concerning Investment Practices and O.C.G.A. §36-80-3, this policy will permit the following investments:
 - o Obligations of the United States and of its agencies and instrumentalities;
 - o Bonds or certificates of indebtedness of this state and of its agencies and instrumentalities; and
 - o Certificates of deposit of banks which have deposits insured by the Federal Deposit Insurance Corporation; provided, however, that the portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation shall be secured by direct obligations of this state or the United States which are par value equal to that portion of such certificates of deposit which would be uninsured.
 - o Local Government Investment Pool (ex. Georgia Fund 1)
- Investment derivatives of the above instruments shall require authorization by City Council.

Collateralization

- Where allowed by governing legislation and in accordance with the GFOA Recommended Practices on the Collateralization of Public Deposits, full collateralization will be required on all demand deposit accounts, including checking accounts and non-negotiable certificates of deposit (See GFOA Recommended Practices in Appendix).

Repurchase Agreements

- Repurchase agreements shall be consistent with GFOA Recommended Practices on Repurchase Agreements. (See GFOA Recommended Practices in Appendix.)

Investment Diversification and Constraints

- Diversification
- It is the policy of the City of South Fulton to diversify its investment portfolios. To eliminate the risk of loss resulting from the overconcentration of assets in a specific maturity, issuer, or class of securities, all cash and cash equivalent assets in all City funds shall be diversified by maturity, issuer, and security type. Diversification strategies shall be determined and revised periodically by the investment officer for all invested funds.
- In establishing specific diversification strategies, the following general policies and constraints shall apply:
 - Portfolio maturities shall be staggered to avoid undue concentration of assets in a specific maturity sector. Maturities selected shall provide for stability of income and reasonable liquidity
 - Liquidity shall be assured through practices ensuring that the next disbursement date and payroll date are covered through maturing investments or marketable U.S. Treasury bills.
 - Positions in securities having potential default risk (i.e. commercial paper) shall be limited in size so that in case of default, the portfolio's annual investment income will exceed a loss in a single issuer's securities.
 - Risks of market price volatility shall be controlled through maturity diversification and duration management.
 - The investment officer shall establish strategies and guidelines for the percentage of the total portfolio that may be invested in securities other than repurchase agreements, Treasury bills, or collateralized certificates of deposit. The investment officer shall conduct a quarterly review of these guidelines and evaluate the probability of market and default risk in various investment sectors as part of its considerations.

Maximum Exposure Guidelines

- Risk of principal loss in the portfolio shall be minimized by diversifying investment types according to staff recommendations for current economic conditions.

Default risk

- No more than 15 percent of the overall portfolio may be invested in the securities of a single issuer, except for securities of the U.S. Treasury. No more than 15 percent of the portfolio may be invested in each of the following categories of securities:
 - Money Market Mutual Funds,
 - Negotiable certificates of deposit,

- Bankers' acceptances,
- Any other obligation that does not bear the full faith and credit of the United States government or which is not fully collateralized or insured

Liquidity risk

- Based on liquidity needs, at least 10 percent of the overall portfolio shall be invested in overnight instruments or in marketable securities, which can be converted to cash within one day.

Maximum Maturities

- No more than 20 percent of the portfolio may be invested beyond 12 months, and the weighted average maturity of the portfolio shall never exceed 5 years.
- To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five (5) years from the date of purchase or in accordance with governing legislation. The City shall adopt weighted average maturity limitations consistent with the investment objectives.
- Reserve funds shall be considered the “core” investment portfolio and invested in securities exceeding five (5) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of funds. The intent to invest in securities with longer maturities shall be disclosed in writing to City Council. (See the GFOA Recommended Practice on “Maturities of Investments in a Portfolio” in Appendix.)

Competitive Bids

- The investment officer shall solicit competitive bids from at least three brokers or financial institutions on all purchases and sales of investment instruments transacted on the secondary market.

Section 7: Reporting

Methods

- The investment officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and the individual transactions executed over the last quarter. This management summary shall be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the City Manager, City Council, and any pool participants. The report will include the following:
 - Listing of individual securities held at the end of the reporting period, including type, acquisition, cost, and market value.

- o Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over a one-year duration that is not intended to be held until maturity (in accordance with Government Accounting Standards Board (GASB) requirements)
- o Average weighted return on investments as compared to applicable benchmarks
- o Percentage of the total portfolio which each type of investment represents
- o A statement that the investment portfolio follows the investment policy and is meeting the investment policy objectives
- o List ratings for active investments from research from websites such as Moody's, Standard & Poor's (S&P), and Electronic Municipal Market Access (EMMA)

Performance Standards

- The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain an average market rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks shall be established against which portfolio performance shall be compared on a regular basis. The benchmarks shall be reflective of the actual securities being purchased and risks undertaken, and the benchmarks shall have similar weighted average maturity as the portfolio.

Market to Market

- The market value of the portfolio shall be calculated at least quarterly, and a statement of the market value of the portfolio shall be issued at least quarterly. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed consistent with the GFOA Recommended Practice on "Mark-to-Market Practices for State and Local Government Investment Portfolios and Investment Pools." (See GFOA Recommended Practices in Appendix.)

Section 8: Policy Considerations

Amendments

- This policy shall be reviewed on an annual basis. Any changes must be submitted by the investment officer and approved by City Council.

Approval of Investment Policy

- The investment policy shall be formally approved and adopted by the governing body of the City of South Fulton and reviewed every three years.

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER



Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk
FROM: Karen Slaton-Dixon, Finance Director *KSD*
DATE: March 17, 2022
SUBJECT: Investment Policy Resolution

CONCLUSION

No direct funds are being requested.

BACKGROUND

The city desires to adopt the City of South Fulton Investment Policy.

FINANCIAL IMPACT

The proposed resolution as written will have no financial impact on the City's budget.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 7:10 p.m. Request Council Approval Of A Resolution For The Appointment To The City Of South Fulton Development Authority And For Other Lawful Purposes - Nathan Lewis - Position 3

DATE: March 22, 2022

SUBJECT: 7:10 p.m. Request Council Approval Of A Resolution For The Appointment To The City Of South Fulton Development Authority And For Other Lawful Purposes - Nathan Lewis - Position 3

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2022 Resolution Appointing Bd Members to Development Auth (Nathan Lewis)	Cover Memo	3/18/2022

**A RESOLUTION FOR THE APPOINTMENT TO THE CITY OF SOUTH FULTON
DEVELOPMENT AUTHORITY AND FOR OTHER LAWFUL PURPOSES**

(Sponsored by Mayor khalid kamau)

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 duly elected governing authority of the City is the Mayor and Council thereof ("City Council");

WHEREAS, pursuant to O.C.G.A 36-62-1, et seq. (the "Development Authorities Law"), the City has established a development authority ("SFDA") and provided for its composition;

WHEREAS, the appointment to the SFDA under the Development Authorities Law must be evidenced by Resolution;

WHEREAS, this Resolution is intended to be consistent with state law and also in the best interest and welfare of the City, its businesses, visitors and residents.

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

Section 1. The City hereby appoints Mr. Nathan Lewis to a four (4) year term to the SFDA Board of Directors consistent with O.C.G.A. § 36-62-4.

Section 2. It is hereby declared to be the intention of the City Council that: (a) All sections, paragraphs, sentences clauses and phrases of this Resolution 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 Resolution is severable from every other section, paragraph sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.

(c) In the event that any phrase, clause} sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the 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 Resolution.

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

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

[Signature and Voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 7:15 p.m. Request Council Approval Of A Resolution For The Appointment To The City Of South Fulton Development Authority And For Other Lawful Purposes - Quinn Bartlett - Position 3

DATE: March 22, 2022

SUBJECT: 7:15 p.m. Request Council Approval Of A Resolution For The Appointment To The City Of South Fulton Development Authority And For Other Lawful Purposes - Quinn Bartlett - Position 3

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2022 Resolution Appointing Bd Members to Development Auth (Quinn Bartlett) vh3.16.22	Cover Memo	3/18/2022

**A RESOLUTION FOR THE APPOINTMENT TO THE CITY OF SOUTH FULTON
DEVELOPMENT AUTHORITY AND FOR OTHER LAWFUL PURPOSES**

(Sponsored by Councilmember Natasha Williams)

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 duly elected governing authority of the City is the Mayor and Council thereof ("City Council");

WHEREAS, pursuant to O.C.G.A 36-62-1, et seq. (the "Development Authorities Law"), the City has established a development authority ("SFDA") and provided for its composition;

WHEREAS, the appointment to the SFDA under the Development Authorities Law must be evidenced by Resolution;

WHEREAS, this Resolution is intended to be consistent with state law and also in the best interest and welfare of the City, its businesses, visitors and residents.

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

Section 1. The City hereby appoints Ms. Quinn Bartlett to a four (4) year term to the SFDA Board of Directors consistent with O.C.G.A. § 36-62-4.

Section 2. It is hereby declared to be the intention of the City Council that: (a) All sections, paragraphs, sentences clauses and phrases of this Resolution 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 Resolution is severable from every other section, paragraph sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.

(c) In the event that any phrase, clause} sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the 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 Resolution.

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

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

[Signature and Voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 7:20 p.m. Second Reading of An Ordinance To Amend Title 6, Health And Sanitation, Chapter 5, Abandoned Shopping Carts, Of The City Of South Fulton Code Of Ordinances To Amend Regulations For The Removal Of Abandoned Shopping Carts

DATE: March 22, 2022

SUBJECT: 7:20 p.m. Second Reading of An Ordinance To Amend Title 6, Health And Sanitation, Chapter 5, Abandoned Shopping Carts, Of The City Of South Fulton Code Of Ordinances To Amend Regulations For The Removal Of Abandoned Shopping Carts

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Shopping Cart Ordinance 1-4	Cover Memo	3/18/2022

AN ORDINANCE TO AMEND TITLE 6, HEALTH AND SANITATION, CHAPTER 5, ABANDONED SHOPPING CARTS, OF THE CITY OF SOUTH FULTON CODE OF ORDINANCES TO AMEND REGULATIONS FOR THE REMOVAL OF ABANDONED SHOPPING CARTS; AND FOR OTHER PURPOSES.

(Sponsored by)

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

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

WHEREAS, the City has been vested with the power and authority to regulate the practice, conduct or use of property for the purpose of maintaining health, morals, safety, security, peace and the general welfare of the City; and

WHEREAS, the City Council wished to revise provisions applicable to the regulation of abandoned shopping carts by reducing the amount of time to remove abandoned shopping carts from 72 hours to 24 hours; and

WHEREAS, the City Council finds this Ordinance to be in the best interests of the health, safety, and general welfare of the City.

THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows:

Section 1. Section 5010 (Penalty for failure to submit, modify or implement plan) of Chapter 5 (ABANDONED SHOPPING CARTS) of Title 6 (HEALTH AND SANITATION) of the Code of the City of South Fulton, which reads as follows:

Sec. 6-5010. - Penalty for failure to submit, modify or implement plan.

"Any retail establishment that fails to provide a plan upon request, shall constitute a violation of this chapter. Failure to create or implement the plan shall be subject to the procedure and penalties that follow:

- (1) Once a merchant or point of contact, as specified in the cart retrieval plan, has spoken with code enforcement, the merchant has 72 hours to remove the carts.
- (2) If the city has to remove the carts, they will be immediately disposed of and the business fined a recovery fee.
- (3) The recovery fees shall be as follows: \$375.00 for the first cart and \$125.00 for each additional cart at the same location collected during

the same recovery effort. Failure to pay the recovery fees shall be a violation of this chapter.

- (4) Failure of any business and/or business owner to provide a cart retrieval plan within 24 hours of request shall result in a fine not to exceed \$1,000.00."

be amended to read as follows:

Sec. 6-5010. - Penalty for failure to submit, modify or implement plan.

"Any retail establishment that fails to provide a plan upon request, shall constitute a violation of this chapter. Failure to create or implement the plan shall be subject to the procedure and penalties that follow:

- (1) Once a merchant or point of contact, as specified in the cart retrieval plan, has spoken with code enforcement, the merchant has 24 hours to remove the carts.
- (2) If the city has to remove the carts, they will be immediately disposed of and the business fined a recovery fee.
- (3) The recovery fees shall be as follows: \$375.00 for the first cart and \$125.00 for each additional cart at the same location collected during the same recovery effort. Failure to pay the recovery fees shall be a violation of this chapter.
- (4) Failure of any business and/or business owner to provide a cart retrieval plan within 24 hours of request shall result in a fine not to exceed \$1,000.00."

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

Section 5. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 7:25 p.m. First Reading of An Ordinance To Repeal And Replace The Current Title 6. Health And Sanitation Chapter 2 Solid Waste Ordinance Of The Code Of Ordinances Of The City Of South Fulton And For Other Lawful Purposes

DATE: March 22, 2022

SUBJECT: 7:25 p.m. First Reading of An Ordinance To Repeal And Replace The Current Title 6. Health And Sanitation Chapter 2 Solid Waste Ordinance Of The Code Of Ordinances Of The City Of South Fulton And For Other Lawful Purposes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Agenda Item Summary Solid Waste	Cover Memo	3/18/2022
Solid Waste Ordinance Draft rev 2 Mar 22, 2022	Cover Memo	3/21/2022

City of South Fulton Agenda Item Summary



City Council Meeting Date		Requesting Department		Council District(s) Affected	
Requested Action					
Requirements for Council Action (City specific Council policy, statute or code requirement)					
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)					
Funding Source (if applicable)					
Financial Impact (if applicable)					
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐					
Department Director Approval				Finance Director Approval	
Assistant City Manager Approval	City Attorney Approval		City Manager Approval		

AN ORDINANCE TO REPEAL AND REPLACE THE CURRENT TITLE 6. HEALTH AND SANITATION CHAPTER 2 SOLID WASTE ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH FULTON AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Willis, Reeves, Gumbs, Sebastian)

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

WHEREAS, and The city desires to provide standard services at a level collection fee across the city for residential users while reducing litter and confusion of disposal routes among neighborhoods

WHEREAS, the City desires to repeal the current Title 6 Health and Sanitation, Chapter 2 Solid Waste Ordinance of the Code of Ordinances of the City of South Fulton, Georgia and in its place approve and establish a new Title 6 Health and Sanitation, Chapter 2 Solid Waste.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows:

Section 1. Title 6 Health and Sanitation, Chapter 2 Solid Waste Ordinance of the Code of Ordinances of the City of South Fulton, Georgia is hereby repealed in its entirety and a new Chapter 2 Solid Waste is substituted as follows:

Chapter 2 - SOLID WASTE

Sec. 6-2001. – Short Title

This Chapter shall be known as the City of South Fulton Solid Waste Ordinance.

Sec. 6-2002. - Definitions

The following words, terms, and phrases when used in this chapter shall have the following meanings ascribed to them, except where the context clearly indicates a different meaning:

In the event that there is a difference of interpretation of the provided definition and the intent as used, the City Attorney shall provide an opinion that shall be utilized.

1. *Biomedical waste* shall mean pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical equipment all parts, not including expendable supplies and materials which have not been decontaminated, as further defined in Georgia Department of Natural Resources, Environmental Protection Rule 391-3-4-.15, or as amended.
2. *Bulk waste* shall mean discarded single item that is larger than three feet in any dimension, and/or heavier than 20 pounds in weight, or too large to be collected in a residential solid waste collection cart, including but not limited to items such as mattresses, box springs, indoor/outdoor furniture, appliances, bicycles, grills, large mirrors/glass, and other similar items.
3. *Collect* or *collection* shall mean to remove residential solid waste, residential recovered materials, or commercial solid waste for transport to a disposal or processing facility, or cause such to be removed.
4. *Collection services* shall mean the collection from a residential unit or from a commercial establishment of municipal solid waste, and residential recovered materials including related transportation, transfer processing and/or disposal.
5. *Commercial container* shall mean a dumpster or similar waste receptacle supplied by a commercial service provider.
6. *Commercial property* shall mean any hotel, motel, apartment dwelling consisting of more than four units, business, public or semi-public building or premises of any nature or kind whatsoever other than a residential service unit.
7. *Commercial service provider* shall mean a company authorized by the city to engage in commercial solid waste collection and disposal within the city.
8. *Commercial solid waste* shall mean all types of solid waste generated by stores, offices, restaurants, warehouses, and other nonmanufacturing activities, excluding residential, industrial, C&D, and hazardous wastes.
9. *Commercial solid waste collection and disposal* shall mean a company authorized under this chapter to collect, transport, and dispose and/or process commercial solid waste and commercial recovered materials in accordance with this chapter and other applicable laws related to commercial solid waste, commercial recovered materials, as well as incidental administrative tasks related to the performance of those requirements.
10. *Composting* shall mean the controlled biological decomposition of organic matter into stable, odor-free humus.
11. *Construction and demolition waste (C&D waste)* shall mean waste building materials and rubble resulting from construction, remodeling, repair, and demolition operations of pavements, houses, commercial buildings and other structures. Such waste includes, but is not limited, waste containing asbestos, wood, bricks, metal, concrete, wallboard, plywood, cardboard, carpeting, inert waste landfill material, and other non-putrescible waste, which have a low potential for groundwater contamination.
12. *Cubic yard*. Three (3) feet high, by three (3) feet deep, by three (3) feet wide.

13. *Customer* means any firm, resident, owner, manager, entity, corporation or organization that contracts with a company for the collection and disposal of solid waste materials as defined in this chapter and including but not limited to construction/demolition debris, dead animals, solid waste, waste, storm debris, yard trimmings, and recyclable material.
14. *Disabled person* shall mean an owner of a residential service unit who is disabled to the extent that he or she is incapable of placing his or her residential municipal solid waste, storage cart, residential recovered materials, storage bin, bulk waste and/or yard trimmings at the residential designated collection location for collection by the residential service provider, such that he or she satisfies this chapter.
15. *Disposal facility* shall mean a sanitary landfill or other solid waste disposal facility permitted by the Georgia Department of Natural Resources, Environmental Protection Division and/or other applicable regulatory agency with jurisdiction and where the final deposition of solid waste occurs and includes but is not limited to landfilling and solid waste thermal treatment technology facilities.
16. *Disposal* shall mean dumping or depositing of solid waste into or onto a disposal facility.
17. *Duplex* shall mean a building designed exclusively for residential occupancy by two families.
18. *Hazardous waste* shall mean any solid waste which has been defined as a hazardous waste in regulations promulgated by the United States Environmental Protection Agency or under Georgia Hazardous Waste Management Act, O.C.G.A. § 12-8-60 et seq.
19. *Household appliances* such as refrigerators, stoves, washers, dryers, water heaters, and other large, enameled appliances, which do not contain polychlorinated biphenyls (PCB) or chlorofluorocarbon refrigerant (CFC) and have been officially certified to that effect, and in the case of refrigerators and freezers, which have had the doors removed.
20. *Industrial materials/waste* shall mean any solid waste or refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities, but does not include unacceptable waste; recovered materials; solid or dissolved materials in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the Federal Atomic Energy Act of 1954, as amended. Shall also mean solid waste generated by manufacturing or industrial processes or operations that is not a hazardous waste. Industrial waste also includes, but is not limited to, waste resulting from the following manufacturing processes. - electric power generations; food-related products and byproducts; inorganic chemicals; iron and steel products; leather and leather products; nonferrous metal and foundry products; organic chemicals, plastics and resins; pulp and paper; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textiles; and other discarded parts and machinery.
21. *Landfill* shall mean an area of land on which or an excavation in which solid waste is placed for permanent disposal and which is not a land application unit, surface impoundment, injection well, or compost pile.

22. *Multi-family dwelling* shall mean a building designed exclusively for residential occupancy by more than one family, to include duplex, triplex, and quadraplex units or any connected dwelling.
23. *Municipal solid waste* shall mean any solid waste derived from households including solid waste, trash, and sanitary waste in septic tanks and means solid waste from, single-family and multifamily residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term includes yard trimmings and commercial solid waste but does not include construction and demolition waste and solid waste from mining, agricultural, or silvicultural operations or industrial processes or operations.
24. *Municipal solid waste disposal facility* shall mean any facility or location where the final deposition of any amount of municipal solid waste occurs, whether or not mixed with or including commercial or industrial solid waste, and includes, but is not limited to, municipal solid waste landfills and municipal solid waste thermal treatment technology facilities.
25. *Owner* shall mean any person, firm, corporation or other entity owning, leasing, renting, occupying, or managing any residential or commercial premises in the city.
26. *Ownership* shall mean ownership, leasing, renting, occupying, or managing any premises by any individual, firm, corporation or other entity in the city.
27. *Recovered materials* shall mean those materials which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the solid waste stream for sale, use, reuse, or recycling whether or not requiring subsequent separation and processing.
28. *Recovered materials processing facility (RMPF)* shall mean a facility engaged solely in the storage, processing, and resale or reuse of recovered materials. Such term shall not include a solid waste handling facility; provided, however, any solid waste generated by such facility shall be subject to all applicable laws and regulations relating to such solid waste.
29. *Recycling* shall mean any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products, except for mixed municipal solid waste composting.
30. *Residential designated collection location* shall mean within six feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the residential service provider for placement of the residential municipal solid waste storage cart, the residential recovered materials storage bin, and/or any yard trimmings, bulk waste, or white goods are placed, that will provide safe and efficient accessibility to the residential service provider's collection crew and vehicle.
31. *Residential municipal solid waste* shall mean municipal solid waste generated at a residential service unit.
32. *Residential municipal solid waste storage cart* shall mean a leak-proof container with attached lid and wheels that allow the automated or semi-automated collection of residential municipal solid waste that meets the specifications established by the city.

33. *Residential recovered materials* shall mean recovered materials generated at residential service units that have been diverted or removed from the residential municipal solid waste stream for sale, use, or recycling, whether or not requiring subsequent separation and processing.
34. *Residential service provider* shall mean a company authorized under this chapter to perform the physical process of collecting, transporting, and disposing of the residential municipal solid waste, residential recovered materials, and bulk waste and/or yard trimmings within the city.
35. *Residential service unit* shall mean each unit or units within the following categories that use single-family, residential-type waste storage containers and/or residential municipal solid waste storage carts. Single-family dwellings; duplexes; triplexes; quadraplexes; and mobile homes.
36. *Residential solid waste* shall mean food waste, including waste accumulations of animal or vegetable matter used or intended for use as food, or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables. Solid waste does not include unacceptable waste.
37. *Selected residential service provider* shall mean a company operating within the city pursuant to a contract under this chapter with the city.
38. *Service Provider* shall mean the selected solid waste provider.
39. *Single-family dwelling* shall mean a detached building, or portion thereof, which is used exclusively for residential occupancy by one family.
40. *Solid waste handling* shall mean the storage, collection, transportation, treatment, utilization, processing, or disposal of solid waste or any combination of such activities.
41. *Solid waste handling facility* shall mean any facility the primary purpose of which is the storage, collection, transportation, treatment, utilization, processing, or disposal, or any combination thereof, of solid waste.
42. *Special services* shall mean non-curb-side collection service, elective services, and city-sponsored events such as special neighborhood clean-up days that produce amounts of residential municipal solid waste, residential recovered materials, yard trimmings, bulk waste, and/or white goods.
43. *Transfer station* shall mean a facility, permitted by applicable law, used to transfer solid waste from one collection vehicle to another for transportation to a disposal facility or processing facility.
44. *Unacceptable waste* shall mean hazardous waste, biomedical waste, tires, paints, paint solvents, treated wood, un-emptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than ten pounds, firearms, and any and all waste of which the acceptance and handling by a residential service provider or commercial service provider would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to the service providers equipment or facilities,

or present a substantial danger to the health or safety of the public or the service provider's employees.

45. *Yard debris* shall mean leaves, brush, grass clippings, shrub and tree pruning, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development and maintenance other than mining, agricultural, and silvicultural operations.

Sec. 6-2003. - COLLECTION AND DISPOSAL

Sec. 6-2003.1. - Exclusive collection by city.

- a) The city shall be exclusively responsible for the collection and disposal of all solid waste, recycling, and bulk waste within the city limits.
- b) Solid waste collection service shall be provided for by the city either on its own or through independent service providers operating except as follows:
 - 1. The city shall not be responsible for the collection, hauling and disposing of any type of solid waste originating from professional debris removal services or item generated outside the city, or property regulated by Federal, State, or County governments.
 - 2. There may be joint or multiple use of solid waste containers by outside collection services, subject to securing a permit or contract therefor from the city council and pursuant to rules and regulations therefor as established by the city council.

Sec. 6-2003.2. - Mandatory service.

- a) It shall be mandatory for all occupants or persons in possession, charge or control of homes, buildings and premises in the city or from which solid waste is created, accumulated or produced to use the collection service provided by the city.
- b) Every residence within the city will be provided solid waste collections and disposal services from the city at a fee established by the City Council.
- c) Exception. The city manager, or designee, shall be authorized to allow additional service providers to negotiate directly with properties classified as industrial with special service requirements or own by a Federal, State, or County government.

Sec. 6-2003.3. - Pre-collection for containers.

- a) All solid waste shall be placed in bags securely closed and stored in solid waste authorized containers.
- b) The total content within the bags shall not exceed the strength of the bag. The total weight placed in a container shall not exceed the weight noted on the container. If no limit is noted, the weight shall be set at 65 lbs.
- c) Any solid waste that may injure or hamper a collector, such as, but not limited to, potentially sharp or dangerous objects shall be securely wrapped to prevent puncture of the bag/wrapping or solid waste container.

- d) If an authorized solid waste container is obstructed in such a manner so as to prohibit the collection vehicle from dumping the container, the container's contents will not be collected and/or an additional charge may be imposed for any additional effort to collect such waste.
- e) Waste placed in containers other than authorized containers will not be collected and the property owner will be subject to penalties if the containers are not removed within the specified timeframe.
- f) Liquids shall be limited to small amounts trapped within containers.

Sec. 6-2003.4. Time of collection.

- a) Collection of solid waste shall be made at least once a week from private residences, and as many times per week as the city businesses may order in accordance with specified contracts with city approved service providers.
- b) No Service Provider shall make residential collections between the hours of 7:00 p.m. and 6:30 a.m.
- c) The city manager, or designee, may adjust the times of service to accommodate special events or during declared emergencies.

Sec. 6-2003.5. - Storage and accumulation of refuse and wastes.

- a) No refuse or waste shall be stored on public property at any time, except within twenty-four hours (24) prior to collection as provided in this Ordinance, and no refuse or waste shall be stored upon any private property other than that owned or occupied by the property in an approved method.
- b) *Unauthorized accumulation.* Any accumulation of refuse/waste on any premises in violation of this Ordinance is declared to be a nuisance and is prohibited and subject to penalties.

Sec. 6-2003.6. - Prohibited acts.

- a) No person, company, service provider, corporation, property owner, or other entity shall violate the requirements set forth in this Ordinance.
- b) No person or entity shall collect solid waste in a manner which will be conducive to insect and rodent infestation or the harboring and feeding of animals; impair the air quality; impair the quality of the ground or surface waters; impair the quality of the environment; or likely create other hazards to the public health, safety, or well-being as defined by Georgia Department of Natural Resources, Environmental Protection Rule 391-3-4-04 or other applicable environmental codes.
- c) No person other than the occupant or owner thereof shall utilize any container placed for the purpose of storing solid waste pending collection, or remove or take any of the contents thereof, or remove any container from the location where the container has been placed by the owner thereof.

-
- d) No person shall discard or deposit any solid waste on the land of another without first obtaining permission of the owner in accordance with legislation established to regulate solid waste.
 - e) No person shall discard or deposit, or permit the discarding or depositing, of any solid waste on any public right-of-way, except in receptacles provided for the purpose of holding such solid waste or exceptions as noted by this Ordinance.
 - f) No person shall deposit any burning or smoldering material in waste or litter containers, or receptacles located in the city limits.
 - g) No person shall set fire to the contents of any container, scatter the contents thereof or otherwise vandalize, damage or destroy such container or receptacle.
 - h) No person shall deposit large items in containers exceeding the specified weight or preventing the lid to be securely closed.
 - i) No solid waste may be disposed of by any person in an open dump, nor may any person cause, suffer, allow or condone open dumping or the burying of waste on their property as defined by Georgia Department of Natural Resources, Environmental Protection Rule 391-3-4-04 without a permit authorized by the City of South Fulton or other government with jurisdictional authority.
 - j) No dead animal greater than one pound shall be deposited in any city authorized container. All dead animals shall be disposed in a method applicable by State laws.

Sec. 6-2003.7. - Contagious disease refuse.

The removal of clothing, bedding or other refuse from places where infectious diseases or biomedical waste have prevailed shall be decontaminated prior to removal under the supervision and direction of the Fulton County Health Department or appropriate agency. Such refuse shall not be placed in containers for city collection until decontaminated.

Sec. 6-2003.8. - Hazardous accumulations.

- a) No owner or occupant shall allow the accumulation on premises under their control or on or about any commercial establishment any solid waste where such solid waste creates a health hazard to neighbors or other citizens or is unsightly or emits foul or obnoxious odors which constitute either a public or private nuisance. Such conduct shall constitute a violation of this Ordinance.
- b) No person or entity shall place into a residential container any tires, paint cans, vehicle batteries, mercury-containing items, asbestos, or like items.
- c) It shall be a violation of this chapter to place or cause to be placed for collection by a residential service provider or commercial service provider any acid, explosive material, flammable liquids or dangerous or corrosive material of any kind.

Sec. 6-2003.9. - Construction and demolition waste.

All construction and demolition contractors shall provide on-site refuse receptacles, bulk containers, or detachable containers for loose debris, paper, building material waste, scrap building materials, and other trash produced by those working at the construction site. The site shall be kept in a litter-free condition. The number of bulk containers or dumpsters shall be determined by the size and/or type of the job.

Sec. 6-2003.10. - Building and inert materials.

- a) The city shall not be responsible for the collecting or hauling of building material originating from private property preliminary to, during or subsequent to the construction of new building, alterations or additions to an existing building of whatever type or from demolition of existing structures. Such material shall be removed by the owner of the property at their expense.
- b) Such materials shall not be placed on public property unless designated in accordance with an applicable building permit issued by the City of South Fulton.

Sec. 6-2003.11. - Depositing in container of another to avoid pickup service.

It shall be unlawful for any person to deposit any solid waste, trash, dirt or dead animals in any container provided or maintained by any owner, occupant or tenant or lessee using or occupying any building or commercial businesses, in any quantity to avoid providing or subscribing to a service for the pickup of such solid waste at the residence or the site of the operations of the business of such persons.

Sec. 6-2003.12. - Holidays.

The city recognizes that the Service Providers will not provide services on the designated dates and/or holidays which will observe which are up to six holidays to include: New Year's Day, Thanksgiving Day, Christmas Day, and three other holidays as specified by the city manager. When a holiday is scheduled, customers will be provided an alternative collection date.

Sec. 6-2003.13. – Residential collection assistance due to physical limitations.

- a) A written verification by a medical doctor that the resident is unable to physically place containers at the curbside may qualify the residential property to receive non-curbside container assistance. Residents requesting assistance must live alone or all persons living in household must be unable to assist with placing the containers curbside.
- b) Residences receiving assistance with the non-curbside service will utilize a collection point designated by the city's service provider which shall be located on the outside of the residence. The Service Provider shall not enter inside a private residence or open a secured location in order to remove solid waste.

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- c) A disability form may be required by the city and will be available by contacting the City of South Fulton Solid Waste Coordinator.
 - d) The age of the resident shall not be the sole determining factor but may be considered for those over the age of 65 and living alone.
 - e) Collection assistance is not available for non-residential units or multifamily units utilizing a dumpster.

Sec. 6-2004. – CONTAINERS AND DUMPSTERS

Sec. 6-2004.1. Approved containers—Regulations.

- a) Each residential property shall be provided a +/-95-gallon rollaway container for household solid waste disposal. One additional household container may be purchased with proper approval.
- b) If approved by city council and economically feasible for the City, each residential property shall be provided a +/-95-gallon rollaway container for recycling. The recycling container will be marked differently from the solid waste container. See also Sec. 6-2008 - **RECYCLING & GREEN INITIATIVES**
 - 1) Only recyclable items identified by the city or service provider shall be placed in the recycling container.
 - 2) Due to market conditions the City Council may limit or suspend recycling services as a provided city service.
- c) All owners/lessees of residential units shall keep the containers in a clean, neat and sanitary condition at all times.

Sec. 6-2004.2. - Loss or damage to authorized containers.

- a) Authorized containers assigned to residential or commercial customers are and shall remain property of the Service provider.
- b) Damage due to, loss, or removal of an authorized container assigned to a residential or commercial unit shall be the responsibility of the property owner at the time such damage, loss or removal is discovered by the City or service provider.
- c) Persons moving shall leave all authorized containers at the location to which the containers have been assigned.
- d) In the event that the container is damaged due to the City or Service Provider's negligence or determined to be a defective container, a replacement container shall be provided to the owner of the property at no charge within four (4) business days of being reported.
- e) All containers deemed to have been damaged by someone other than the City or Service Provider shall be billed to the property owner in-full. Payment shall be received in full prior to delivery.

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- f) Loss containers shall be billed at the actual cost to replace the container.

Sec. 6-2004.3. - Maintenance of authorized containers.

- a) Each container shall be maintained in as sanitary condition as is reasonably possible and shall not be allowed to create strong, offensive or noxious odors, serve as an insect or rodent feeding area or habitat, become unsightly or cause other conditions which would constitute a nuisance.
- b) Containers shall not be altered, painted, or modified.
- c) No holes shall be drilled into the container to allow fluids to escape.
- d) Containers shall only be used for the intended purpose.

Sec. 6-2004.4. - Replacement of authorized containers.

- a) Not all replacement containers shall be considered new but will be delivered clean and in working condition.
- b) The City or Service Provider is not obligated to provide a new container due to the current container being dirty or not maintained by the current or previous owner.
- c) A property owner being billed for solid waste may request a new container to replace the current container at a cost of fifty percent (50%) of the actual cost of the new container. The City or Service provider will honor this request twice per calendar year per paid property.

Sec. 6-2004.5. – Inspection of containers.

- a) The City or Service Provider is authorized to inspect all provided containers located on public property between the hours of 7:00 am and 7:00 pm Monday through Friday.
- b) The City or Service Provider shall be authorized to remove any container found to be in violation of this Ordinance.
- c) The property owner will receive notification within five(5) business days of any removed containers and the reasons why the container was removed.

Sec. 6-2004.6. - Lids or covers of containers to be kept secure and fastened.

The lids or covers of all solid waste containers shall always be kept secure and fastened so that flies and other insects may not have access to the contents thereof. While placed for collections, the lids should be securely closed and no contents within the containers should be visible.

Sec. 6-2004.7. Location of Containers.

- a) *Residential premises.* With respect to residential premises, no solid waste containers or other containers other than those of the city or service provider, shall be placed or located within the

right-of-way of a street or alley or at a distance exceeding two feet (2') from the edge of street right-of-way.

- b) No container shall be placed within three feet (3') of a mailbox, fire hydrant, or block any access to a sidewalk or driveway, where additional spacing is available).
- c) Containers shall only be placed along public roads during authorized times. All containers shall be placed no earlier than 24 hours prior to the scheduled pick up and shall be removed no longer than 24 hours following collection of all waste and recycling containers. The same standard shall be used for all bulky trash. Allowable yard debris shall be placed no early than 72 hours prior to collection of the same.
- d) Private streets and other roads which are not dedicated city rights-of-way shall be fully accessible to the city or service provider and equipment in order for collections to be made in an unobstructed fashion. The city reserves the right to select an alternative location for collection when private roads are not suitable.
- e) Only authorized containers shall be placed within the City for collections.
- f) *Commercial and industrial premises.* With respect to commercial and industrial premises, containers shall be kept on the premises at a place approved by the City, readily accessible to collection vehicles.

Sec. 6-2004.8. – Commercial use and dumpsters.

- a) Dumpsters, and compactors shall be the responsibility of and maintained by the owner of such property in a clean, disinfected, and sanitary manner so as to prevent the breeding of insects, vermin, or vectors, and/or the release of odors.
- b) All new dumpsters installed for residential and commercial properties after the effective date of this Ordinance shall be screened from view by a decorative masonry wall one foot taller than the dumpster on three sides and provide an operable gate for collection. In-ground compactors shall be screened by landscaping. Above ground compactors shall be screened by decorative masonry wall one foot taller than the compactor on three sides and provide an operable gate for collection. Temporary dumpsters provided for construction or special events (less than 30 days), are excluded from this requirement. This section does not substitute or remove any additional conditions required under applicable building or zoning codes.

Sec. 6-2004.9. - Unauthorized use of dumpsters; scavenging prohibited.

- a) It shall be unlawful for any person to throw, deposit or otherwise leave trash in dumpsters that are leased and paid for, for private use, except by permission of the owner. This prohibition includes dumpsters on City property. Only dumpsters marked "For Public Use" shall be used as intended. Solid waste and items placed outside a dumpster shall constitute litter.
- b) It shall be unlawful for any person to scavenge or remove solid waste from dumpsters. Solid waste and materials placed within dumpsters are the property of the company providing the service and the owner on file.

Sec. 6-2005. - RESERVED

Sec. 6-2006. – LITTER

Sec. 6-2006.1. - State law adopted regulating littering and enforcement thereof.

- a) *Adoption by reference.* O.C.G.A. § 16-7-43 "Dumping, depositing, etc. litter on public or private property or waters" is hereby adopted with like effect as if recited herein.
- b) *Enforcement.* Unless expressly prohibited by other law, the enforcement provisions contained in O.C.G.A. § 16-7-45 is hereby adopted with like effect as if recited herein.

Sec. 6-2006.2. - Littering and noxious deposits prohibited.

- a) It shall be unlawful for any person to throw or deposit or cause to be thrown or deposited upon the streets, sidewalks, lanes or alleys or to any storm sewer, catch basin or drainage ditch, any paper, plastic, food waste, tree limbs, grass cuttings, yard debris, bulk waste, or other garbage/waste materials.
- b) No person shall deposit on or bury in, or cause to be deposited on or buried in, any of the land, public square, street, alley, lanes, vacant or unoccupied lot, or into any lake or watercourse, any noxious filth, odors or offensive liquid, solid material within the limits of the city except in standard approved garbage receptacles from which regular collections are made.

Sec. 6-2006.3. - Minimum vehicle standards.

An adequate number of vehicles shall be provided by the commercial contractor to service its city customers. All such vehicles shall be licensed in the state and shall operate in compliance with all applicable state, federal and municipal regulations. All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and/or leakage of fluid. No vehicle shall be willfully overloaded. Each vehicle shall be operated by a qualified driver holding a valid license of the category required to operate such vehicles.

Sec. 6-2006.4. - Prohibition against littering public or private property or waters.

- a) It is unlawful to place any litter or other debris within the City's streams, bodies of water, or stormwater systems.

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- b) It shall be unlawful for any person to dump, deposit, throw or leave or to cause or permit the dumping, depositing, placing, throwing or leaving of litter on any public or private property within the city unless:
- 1) The property is designated by the state or by any of its agencies or political subdivisions for the disposal of such solid waste, and such person is authorized by the proper public authority to use such property.
 - 2) The litter is placed into a receptacle or container installed on such property; or
 - 3) The person is the owner or tenant in lawful possession of such property or has first obtained consent of the owner or tenant in lawful possession, or unless the act is done under the personal direction of the owner or tenant, all in a manner consistent with the public welfare.

Sec. 6-2006.5. - Vehicle transporting or causing litter.

- a) No person shall operate any motor vehicle with items on or in such vehicle unless the items on or in such vehicle is adequately secured to prevent the dropping or shifting of materials from such load onto the roadway.
- b) It is the responsibility of the vehicle owner to secure all loose items such as paper, cardboard, plastic or similar items from leaving the vehicle.
- c) It shall be unlawful to drive or operate a vehicle in the City hauling wet litter or waste which vehicle allows such material to leak, flow freely or spill from such vehicle.
- d) Any litter or waste hauled on a moving vehicle in the City shall be placed in an enclosed area of the vehicle or covered or secured by a tarpaulin or other form of covering or restraint device adequately tied or anchored in such a manner that the litter or waste will not blow or escape from such vehicle while such vehicle is moving or is parked on public or private streets or roadways in the city.
- e) Vehicles used for the collection and transportation of waste or litter in the City shall be maintained in good repair, have watertight, metal bodies of easily cleanable construction, and shall be kept sufficiently clean so as to prevent the creation of offensive or noxious odors, insect or rodent habitation, unsightly conditions or other conditions that would constitute a nuisance.
- f) The operator of the offending vehicle shall be cited for any violation of this section.

Sec. 6-2006.6. - Prima facie evidence.

Whenever litter is thrown, deposited, dropped or dumped from any vehicle, boat, or other conveyance in violation of this Chapter, it shall be prima facie evidence that the operator of the conveyance has violated section article.

Sec. 6-2006.7. - Litter receptacles to be provided by city.

The public works director, or designee shall establish and maintain receptacles for the deposit of litter at appropriate locations within the city where the property is frequented by the public. No receptacle will be placed on private property by the city.

Sec. 6-2006.8. - Duty of business owners, occupants.

- a) All businesses open to the public shall place and maintain a container to deposit trash on the outside of the business. Businesses sharing a single property location will be counted as a single business for the purpose of this section.
- b) The owner or occupant of any business or commercial property within the city shall at all times keep their premises clean of trash, paper, cartons, package containers and other used or waste materials thrown or left on such premises and to prevent the same drifting or blowing to adjoining premises.

Sec. 6-2007.. - YARD TRIMMINGS AND BULK WASTE DISPOSAL REGULATIONS**Sec. 6-2007.1. Residential collection of yard waste generally.**

- a) Yard waste is limited to organic biodegradable materials, such as, leaves, hedge trimmings, leafy plants, sticks and twigs less than 3” in diameter and 24” in length that can be securely placed into the bag. Yard waste must be placed at the curb in brown biodegradable lawn and leaf bags. Yard waste bagged in plastic bags is prohibited and will not be collected.
- b) Each residential property will be permitted to place eight (8) approved bags behind the curb in accordance with the monthly posted schedule .
- c) Yard waste placed in anything other than an approved yard waste bags, such as plastic bags or cardboard boxes, will not be picked up by the city or service provider. Each resident shall be responsible for the proper disposal of tree stumps, tree limbs more than three feet in length or six inches in diameter, and other trash such as rocks, concrete, bricks or similar solid materials, tires, dirt, plaster and construction materials.
- d) Nothing in this section shall be deemed to prohibit an occupier of property within the city from mulching or composting yard waste for use on the premises.
- e) Tree limbs of proper size shall be stacked at curb side.
- f) Yard waste collection will occur on the same day as scheduled solid waste and recycling day during established months unless specified.
- g) Property owners are responsible for the removal of lose debris left behind after collections within three (3) days. Items placed or washed into a stormwater drain will be considered a violation.

Sec. 6-2007.2 - Time of placement of yard debris for collection.

- a) All residents utilizing city collection of yard debris shall place such items on their premises behind the curb line, located so as to be easily accessible to street pickup, not to be placed over or next to fixed items such as fire hydrants, telephone poles or electrical boxes, water meters, mailboxes or anything that could be damaged by equipment or personnel picking up said items. The City and its Service Provider will not be responsible for repairing or replacing items removed or damaged which were placed curbside in such a manner that it appeared to be intended for removal or was not visible because it was mixed with other items placed curbside.
- b) The total allowable volume of yard debris to be collected at curbside per residential property per month is a maximum of one (1) pile approximately four (4) feet in length by four (4) feet in height by a width of four (4) feet. This includes the combined total of both bulk and vegetative waste. Limbs shall not be greater than four (4) inches in diameter or longer than four (4) feet. Yard debris shall be stacked and/or bundled to prevent drifting or blowing to adjoining premises or into the street.
- c) The approved yard waste bags shall not be placed at the curb side sooner than three (3) days prior to the scheduled collection.
- d) No yard debris will be collected during the months of November, December, and January.
- e) The City Council reserves the right to suspend lose yard debris collections based on pending weather or fiscal conditions.

Sec. 6-2007.3. - Tree and landscaping service disposal.

- a) All holders of a tree service license or any person engaging in the cutting of trees/vegetation for hire or compensation shall be required to remove all debris, brush and limbs. It shall be unlawful for any person to trim or remove trees within the city unless the byproduct from those services is immediately removed from the premises and properly disposed of.

This section shall apply to all debris which exceeds the definition of yard debris acceptable for monthly collection by the city noted in Sec. 6-2007.2.

Sec. 6-2007.4. - Bulk waste.

- a) Bulk waste from residences may be placed at curbside for collection the last week of the month, provided that such waste is in piles separate from yard waste and all other solid waste. One (1) cubic yard will be collected per month for each active residential account at no additional charge.
- b) All residents utilizing city collection of bulk waste shall place such items on their premises behind the curb line, located so as to be easily accessible to street pickup, not to be placed over or next to fixed items such as fire hydrants, telephone poles or electrical boxes, water meters, mailboxes or anything that could be damaged by equipment or personnel picking up said items. The city and its collection service provider will not be responsible for repairing or replacing items removed or damaged which were placed curbside in such a manner that it appeared to

be intended for removal or was not visible because it was mixed with other items placed curbside.

- c) Bulk waste placed curbside outside of the last week of the month and/or exceeding the one (1) cubic yard per month shall be picked up at a cost of seventy-five dollars (\$75.00) per cubic yard and billed to the property owner.

Sec. 6-2007.5. - Composting permitted.

Composting is allowed and permitted pursuant to this article for residential property that consist of a minimum of 22,000 square feet and can be placed at a minimum of fifteen feet (15') from a real property line in the rear of the property. Composting shall be maintained in accordance with city ordinances to avoid any nuisances.

Sec. 6-2007.6. – Holiday trees

- a) The city will remove one (1) natural holiday tree up to fifteen (15') feet in length per residential unit during the first two full weeks in January. These items can be set out for collection on the resident's regular collection day.
- b) Holiday trees shall be placed off the road in a manner that does not block road, sidewalks, or stormwater drains/ditches.
- c) Residents shall remove decorations such as wires, lights, stands, and tinsel from the tree.

Sec. 6-2007.7. – Exclusion

- a) Yard waste and bulk waste disposal shall not apply to multi-family or commercial properties. Removal of yard waste and bulk waste shall be the responsibility of the property owner when excluded from city collections.
- b) The City Council or by and through the City Manager, reserves the right to suspend collections based on pending weather conditions, service agreement, or fiscal constraints.

Sec. 6-2008. – RECYCLING & GREEN INITITIVES

Sec. 6-2008.1. – General.

- a) The City Council finds that it is in the best interest of the citizens of the City, in order to promote the health, safety and welfare of the citizens to recycle as many waste materials as possible in order to reduce the accumulation of litter and waste within the City and to reduce the overall solid waste materials which must be properly disposed of; therefore, it is the policy of the City to encourage recycling whenever practicable.

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- b) The city shall provide each residential property with one (1) recycle container. Customers not wishing to participate are required to contact the City for non-delivery or removal of the recycling container.
 - c) It shall be unlawful for any person to place any material not designated for recycling in the recyclable material container.
 - d) Recycling containers shall be removed from customers not complying with the established recycling program.
 - e) Due to market conditions the City Council may limit or suspend recycling services as a provided city service.

Sec. 6-2008.2. Recycling services, bins.

The city may from time to time provide, or cause to be provided through their Service Provider, collection bins for collection of recyclable material. Upon receipt of a collection bin, each owner/lessee shall keep such collection bin in a clean, neat and sanitary condition at all times. In the event any collection bin becomes lost, destroyed or damaged, or otherwise unusable for the collection of recyclable materials, said owner/lessee shall reimburse the city for the cost for replacing such collection bin.

Sec. 6-2008.3. Green energy service providers.

The City encourages Service Providers to utilize green energy vehicles such as natural gas, electric, and hydrogen fuel sources. During the selection of a Service Provider the City Council reserves the right to add a preference towards providers that have the ability to utilize green energy vehicles and/or facilities. Other preferences may be awarded for utilizing recyclable materials in provided residential carts.

Sec. 6-2009. – RESIDENTIAL SERVICE PROVIDERS

Sec. 6-2009.1. - License required.

No individual, partnership, corporation or other entity shall collect and dispose of municipal solid waste without obtaining a tax occupation certificate to provide service from the city.

Sec. 6-2009.2. Specific directions to collectors as to handling.

- a) Service Providers are instructed to remove only the contents located within the authorized containers and yard trimmings and bulk waste placed at the curb in accordance with Sec. 6-2007.

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- b) In accordance with Sec. 6-2012, the city or its service provider shall be notified by the customer a minimum of two (2) business days before the day of collection if additional services are requested. The city or its contractor will determine the charge according to the amount of material to be removed.

Sec. 6-2009.3. - Establishment of performance bond on service.

- a) A performance bond shall be posted with the city by the registered or contracted solid waste hauler for the purpose of covering the cost of continued collection and disposal of waste and recyclable materials for the hauler's customers in the event a registered hauler abandons service.
- b) Each waste hauler shall present said performance bond equal to an amount to cover sixty (60) days of waste collection and disposal at the time of an approved and executed agreement. Said amount shall be maintained for the term of the executed agreement.

Sec. 6-2009.4. - Transfer, sale, or conveyance by company for residential services.

- a) The service provider shall not transfer, assign, sell or convey any rights granted under any resulting agreement from this Ordinance without the prior written approval of the City Council
- b) The service provider may, upon ninety (90) day written notice to the city manager, transfer the agreement to a wholly owned subsidiary of the service provider; provided the terms of the executed agreement is not altered and the City Council has voted to approve the transfer.
- c) This section shall not apply to vehicles, replacements, maintenance, upgrades or modifications of equipment, machinery, containers and buildings by service provider for the purpose of maintaining and continuing its operation within the city.

Sec. 6-2009.5. - Insurance.

- a) At the time of submission of a signed authorized service agreement and prior to engaging in solid waste handling in the city and annually thereafter, each service provider shall provide as a requirement of the awarded contract proof of minimum insurance as follows:
1. Comprehensive general liability insurance in the amount of \$1,000,000.00.
 2. Vehicle liability as follows:
 - i. A limit of \$500,000.00 per occurrence for bodily injury and property damage.
 - ii. Comprehensive covering all owned, non-owned, and hired vehicles.
 - iii. All insurance contracts must specify vehicles for solid waste collection.
 3. Umbrella liability insurance coverage at least as broad primary coverage in an amount of \$1,000,000.00.
- b) All comprehensive general liability, vehicle liability, and umbrella liability policies shall show the city as an additional insured and shall provide for sixty (60) days' notice of cancellation to the city manager.

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- c) The Mayor and City Council with advice from the city attorney may increase the listed minimum requirements at the time of selection.

Sec. 6-2009.6. - Responsibility for customer education.

- a) It is the Service Provider's obligation and responsibility to educate all customers on industry trends and best practices relating to solid waste collection, removal, and disposal. Such education programs must consist of the following elements: recycling; holiday schedules; new customer information; and any service-related items.
- b) All Service Providers have the obligation to inform customers of any non-collected trash or items placed for collection by the customer. Further, it is the Service Provider's obligation and responsibility to educate customers on days of collection for each specific service provided.
- c) All mass notifications directed to customers shall be sent through official communications to the Solid Waste Manager or designee at a minimum of three (3) business days prior to sending to City residents and/or businesses.

Sec. 6-2010. - COMMERCIAL AND INDUSTRIAL SOLID WASTE REMOVAL AND DISPOSAL

Sec. 6-2010.1. - Businesses and industries within the city.

- a) All businesses and industries located in the city shall place all the solid waste generated by them in containers. All commercial containers must have closefitting lids. All lids and side doors shall be kept closed by the users, so the contents are covered at all times.
- b) All containers shall be stored on private property and may not interfere with vehicular or pedestrian traffic. In the event that a container is placed on city property a lease agreement shall be first entered into with the city.

Sec. 6-2010.2. Commercial service providers.

- a) In order for the city to provide adequate service to the city for the collection, removal and disposal of accumulated refuse, the city may enter into a contract with an independent contractor, either private or another municipal corporate entity, for such services. In such event, any contract entered into shall be required to meet the standards and regulations of this Ordinance; provided, however, that the service provider shall have the right to offer specific services to all commercial or industrial customers which may involve specialized trucks, compactors, machinery or handling. Under such circumstances, all commercial or industrial customers using such services commonly referred to as roll-off services shall be subject to rates negotiated between the contractor and the building owners and/or occupants and shall be billed directly by the contractor.
- b) For items requiring special handling due to size, weight, type of material, or method of placement, the charges are to be negotiated between the contractor and the generator/owner prior to collection, and such service fees shall be billed directly to the customer from the contractor.

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- c) In the event the city enters into a contract with a service provider for the collection of refuse throughout the city, such contract, once approved, shall be adopted by resolution and published in the office of the city clerk.

Sec. 6-2010.3. Application process; solid waste collection permit.

- a) It shall be unlawful for any commercial/industrial solid waste contractor (hereinafter "commercial contractor") to provide commercial solid waste collection and disposal services within the city without first obtaining a city solid waste collection permit. Contractors desiring to perform such services shall make written application to the city for a permit on forms prescribed by the public works director.
- b) All applications shall be accompanied by a \$500.00 application fee to defray investigative, administrative and regulatory costs. Permits shall be issued to qualified applicants for a twenty-four-month (24) period from the time the application is approved. Each commercial contractor issued a permit shall pay a quarterly franchise fee as provided in Section 6-2010.4.
- c) Commercial contractors desiring to renew their permits shall file renewal applications accompanied by a \$500.00 renewal application fee. The renewal application shall be submitted on forms prescribed by the public works director on or before sixty days (60) before expiration.
- d) The permit holder shall not transfer, assign, sell or convey any rights granted under any resulting agreement from this Ordinance without the prior written approval of the City Council

Sec. 6-2010.4. Franchise fees.

- a) Each commercial contractor shall pay a franchise fee to be set by the city council from time to time per cubic yard of solid waste removed from the city, payable Quarterly in accordance with reporting procedures adopted.
- b) The commercial franchise fee shall be established at ten percent (10%) unless specifically noted and executed in an agreement. A reduction less than 10 percent (10%) shall be agreed to annual by a vote of the entire Council annually.
- c) Every permitted commercial contractor is required to provide dependable solid waste service to customers within the city. Failure to provide dependable service may result in fines and/or permit revocation.
- d) *Permit decal, name, address and phone number of the firm required on containers.* Each commercial refuse container, recycling container, stationary compactor, and industrial waste container serviced by a commercial solid waste or recycling firm shall have affixed in a conspicuous place a distinctive red decal issued by the City of South Fulton which shows it is authorized to operate in the city. Commercial solid waste or recycling firms authorized to provide service within the city shall obtain decals from city and shall place them on the containers that they service. In addition, each commercial refuse container, recyclables container, stationary compactor, or waste container shall carry in a conspicuous place the name, telephone number and address of the firm authorized to service it. Distinctive decals shall be placed on commercial refuse containers.

Sec. 6-2010.5. Routes and hours of collection.

Not less than thirty (30) days prior to commencing service, each commercial contractor shall furnish for the city's approval the initial schedules and maps of all routes to be used in servicing the commercial contractor's city customers. Any charges in routes and/or schedules shall also be subject to the director's approval, which will not be unreasonably withheld. The commercial contractor shall only undertake collections during the city's normal hours of collection, as adopted from time to time by the director. Exceptions may be made only upon the mutual agreement of the director and the commercial contractor. The commercial contractor shall also comply with all applicable city ordinances, including the city's noise ordinances.

Sec. 6-2010.6. RESERVED**Sec. 6-2010.7. - Reporting requirements.**

- (a) Within 30 days following the close of each calendar quarter ending March 31, June 30, September 30, and December 31 of each year of operation, the solid waste service provider shall submit to the city manager reports of operation showing the following:
 - (1) Gross collection revenues and average number of customers during the quarter by service type.
 - (2) Tonnage figures showing the total waste tonnage collected by service type.
 - (3) Tonnage figures showing total recovered materials collected by type and proof of recycling in the form of manifests, bills of sale or other records showing adequate proof of movement of the material to a recycling facility as provided in this article.
 - (4) Proof of disposal of unrecovered materials at state-approved disposal facilities and the name of each such facility.
- (b) The service provider shall maintain at its place of business books and records showing the names and addresses of all owners and tenants with whom the service provider contracted for solid waste handling services, including the street address for the property served. The service provider shall submit upon reasonable request of the city manager to a financial audit by a certified public accountant or auditor employed by the city.

Sec. 6-2010.8. - Reserved**Sec. 6-2010.9. - General conditions of commercial collection.**

- a) The owner or occupant of any premises, office, business establishment, institution or industry or similar commercial establishment, shall be responsible for the collection and transportation of all solid waste accumulated at such premises, establishment or facility to a solid waste handling facility operating in compliance with state regulation and must arrange for service with an approved service provider.

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- b) No business license or renewal thereof shall be issued until the owner or occupant of such premises provides the city business license office with the name of the service provider which provides collection for the business, or an exception has been granted by the city manager.
 - c) The city reserves the right at all times to direct and control the time, place and manner of commercial solid waste handling. Nothing in this article is intended to abridge the city's right to ownership and control of the waste stream.
 - d) Each service provider shall be responsible for all billing and invoicing to and collecting of service fees from its customers.

Sec. 6-2010.10. - Termination of authorization to provide commercial services.

- a) Authorization to provide solid waste services may be terminated by mutual agreement of the city and service provider at any time. Service providers may terminate authorization and surrender their permit to provide services by giving 60 days' notice to the city manager and furnishing proof to the city manager that all advance payments have been used by providing a service or have been refunded.
- b) The city manager shall notify any service provider of its violations of this article. Upon notification of the alleged violation, a service provider shall have ten (10) calendar days to comply with any directive of the city manager to correct any such violation.
- c) At the discretion of the city manager, a hearing shall be held before the mayor and city council with the service provider being notified in writing of the time and place of the hearing and the violations of this article which have not been corrected. The service provider will be given the opportunity to appear by representative or counsel to answer any such charge. Should the mayor and city council determine by a majority vote that any of the sections of this Ordinance have been violated by the service provider, the mayor and city council shall have, in its discretion, the absolute right to suspend or revoke the authorization to provide service or provide for probation for the service provider.
- d) Authorization to provide services is nontransferable.

Sec. 6-2011. – ADMINISTRATION & ENFORCEMENT FOR RESIDENTIAL SERVICE

Sec. 6-2011.1. - Contracts with independent solid waste providers.

In order for the city to provide adequate service to the citizens of the city for the collection, removal and disposal of refuse accumulated within the city, the city may enter into a contract with an independent provider, either private or another municipal corporate entity, for such services.

Sec. 6-2011.3. - Contract price.

The city council may negotiate with an independent service provider or another municipal corporate entity the terms, conditions and consideration to be paid for the services sought under such a contract; and it shall be presumed that any consideration agreed upon between the city and

such independent service provider or municipal corporate entity shall be in the best interest and welfare of the city.

Sec. 6-2011.4. - Exclusive right of collection; ownership of materials collected or dumped.

- a) The city council shall have the exclusive right to award the collection, removal and disposal of solid waste with the city limits. No private individual, business, agent or other operation shall be permitted to haul solid waste produced by owners, occupants, tenants and lessees of residential buildings and premises for residential property and premises without first having obtained permission from the city council.
- b) Any person or company desiring such permission shall bid on the service during times specified, giving the details of operation and any charges to be made, all as may be required by the council and, where allowed, may negotiate such additional terms and conditions. Once a contract is issued by the council for such operations, the contract shall be issued in the name of the applicant. The council shall have full authority to make any other reasonable regulations relating to the hauling of solid waste over city streets and thoroughfares by independent collectors.

Sec. 6-2011.5. Establishment of collection routes and areas.

The public works director, or designee, shall divide the city area into collection areas and routes, with areas and routes plainly outlined on a map of the city and listed numerically. The director shall prepare a list of the names of all the streets, roads, alleys, drives, highways and other public thoroughfares within each such route and shall provide such map and lists for the city clerk for public inspection. No neighborhood shall be split by collection day by a solid waste route.

Sec. 6-2011.6. - Powers and duties of public works director.

- a) The public works director, or designee, may from time to time prepare collection schedules designating days for collection of residential refuse, yard debris, and bulk goods wastes to present to the city manager for approval.
- b) Where strict application of this Ordinance would create an undue hardship, the public works director may, in his discretion, authorize a variance up to 90 days from the strict application of this Ordinance except where payments are required. The City Manager may grant or deny a variance beyond the initial 90 days.

Sec. 6-2011.7. - Inspections and enforcement.

- a) This Ordinance shall be enforced by city code enforcement officials, the city manager, or designee. Enforcement authority shall include the power to determine compliance with this Ordinance, to investigate complaints of violations of this Ordinance, and to pursue violations in any court of competent jurisdiction.

-
- b) The provisions of this chapter regarding the disposal or onsite burial of solid waste may be enforced by the Georgia Department of Natural Resources, Environmental Protection Division.
 - c) Nothing in this chapter shall affect the ability of the city to pursue any remedies against any person and/or entity under local, state, or federal law.
 - d) Nothing in this chapter shall affect the ability of the city to pursue the remedies available to it by virtue of its police powers.
 - 1. The director of public works, code enforcement officers, and/or police officers are authorized and directed to make inspections for the orderly compliance with this section and to issue citations for any violation of this section.
 - 2. All law enforcement agencies, officers and officials of this state or any political subdivision thereof, or any enforcement agency, officer or any official of any commission of this state or any political subdivision thereof, are hereby authorized, empowered and directed to enforce compliance with this chapter.
 - 3. Upon affidavit being made, the property owner, tenant, occupant, person in possession, or person creating the offensive and noisome act shall be served with a citation by the city police department and allowed to show cause, if any, why such person should not be found guilty of the offense, and upon conviction for failure to show good cause, shall be subject to punishment as provided in accordance with this Ordinance or as applicable under state law.

Sec. 6-2011.8. - Removal of nonconforming solid waste or other debris.

If a property owner has not removed all nonconforming solid waste or yard debris from a public right of ways or easements within forty-eight (48) hours after notification by the public works director, or designee, the public works director or designee may order such removal and all actual costs incurred plus a fifty dollar (\$50.00) administrative fee shall be billed to the property owner(s) or occupant(s).

Sec. 6-2011.9. Evidence of littering.

- a) Whenever litter is thrown, deposited, dropped, or dumped from any vehicle, boat, or other conveyance in violation of this Ordinance, it shall be prima facie evidence that the operator of the conveyance has violated this Ordinance.
- b) Except as provided in subsection (a) of this section, whenever any litter which is dumped, deposited, thrown or left on public or private property in violation of this article is discovered to contain any articles including, but not limited to documentation which display the name of the person thereon in such a manner as to indicate that the article belongs or belonged to such person, it shall be a presumption that such person has violated this Ordinance.

Sec. 6-2011.10. - Municipal court jurisdiction.

Hearings for all violations of this Ordinance shall be held in the municipal court of the City of South Fulton, unless the prosecuting attorney, Solicitor or Municipal Court Judges determines that a conflict exists or improper venue and/or jurisdiction

Sec. 6-2011.11. - Compliance.

- a) No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with this Ordinance and all applicable state and federal legislation, rules, regulations and orders.
- b) It shall be a violation of this Ordinance for any person, not approved by the city, to collect and haul any refuse or recyclables other than that arising from his own accumulation.

Sec. 6-2011.12. - Penalties.

Any person who violates any provision of this Ordinance may, upon conviction, incur a fine not to exceed \$1,000.00 for each offense and/or community service not to exceed ten (10) days. Each day a violation of this chapter continues shall be considered a separate and distinct offense.

Violators shall be cited and, upon conviction thereof, shall be punished as follows:

- (1) By a fine of not less than \$200.00 and not more than \$1,000.00.
- (2) In addition to the fine set out of this section, the violator shall reimburse the city for the reasonable cost of removing the litter when the litter is or is ordered removed by the city.
- (3) At the sound discretion of the court, the person may be directed to pick up and remove:
 - a. From any public street or highway or public right-of-way for a distance not to exceed one mile any litter he has deposited and any and all litter deposited thereon by anyone else prior to the date of execution of sentence; or
 - b. Any and all litter from any public property, private right-of-way, or with prior permission of the legal owner or tenant in lawful possession of such property, any private property upon which it can be established by competent evidence that the person has deposited litter.

Sec. 6-2011.13. Exemption

All Fulton County Schools, County facilities, State or Federal facilities requiring solid waste collection from any public tax-exempt properties shall be considered exempted from entering into an agreement with the city for services and shall be considered as a special collection point utilizing the free market.

Sec. 6-2012. - RATES AND CHARGES

Rates and other contract terms, including, but not limited to, container size and frequency of collections, shall be negotiated between the contractor and the commercial customer, provided that such terms do not conflict with the provisions of this chapter or other applicable city ordinances

Sec. 6-2012.1. - Refuse collection rates and charges not affected by Code.

Nothing in this Code or the ordinance adopting this Code shall affect any ordinance relating to rates and charges for solid waste collection or disposal, and all such ordinances are hereby recognized as continuing in full force and effect to the same extent as if set out at length in this Code.

Sec. 6-2012.2. - Rates.

- a) Fees for collection of solid waste, solid waste and yard debris shall be those as established by resolution of the city council and shall be published in the office of the city clerk.
- b) Rates for service to residential and commercial service will be subject to periodic review and adjusted by city council by separate resolution as necessary to ensure adequate cost recovery for operation of the municipal solid waste system.
- c) Rates and other contract terms, including, but not limited to, container size and frequency of collections, shall be negotiated between the contractor and the commercial customer, provided that such terms do not conflict with the provisions of this chapter or other applicable city ordinances.

Sec. 6-2012.3. - Billing and assessment.

- a) Levy, amount. For the promotion of public health and safety, there shall be charged against each residential property occupying a mobile home trailer, house, multifamily complex or other residential dwelling
- b) The city reserves the right to add an assessment or bill for services provided against each person, partnership, corporation or other entity owning or operating a business from time to time by the mayor and council.
- c) All fees assessed against residential and other properties covered under this ordinance shall be assessed for each calendar year and may be collected by agreement with the tax commissioner or through other methods approved by the Mayor and Council.
- d) The city will not split bills or charge for portions of use. The price shall be billed in full to all residential owner(s) and other properties utilizing services.
- e) Exemptions. Properties requiring special services or industrial, medical, or hazardous wastes removal services are exempt from city solid waste service and assessed fees, provided other arrangements are made for disposal through a licensed provider.

Sec. 6-2012.4. - Nonpayment of fees.

- a) Should any owners, occupants, tenants and lessees of residential buildings and premises or business and commercial buildings and premises fail or refuse to pay the charges fixed against such owners, occupants, tenants and lessees as provided for in this article when due, the city may discontinue solid waste collection services to the residential buildings and premises or business and commercial buildings and premises of such owners, occupants, tenants and lessees against such sanitary service charge or fee and charge for the collection, removal and disposal of solid waste services until such fees have been paid in full.
- b) Upon delinquent notification, if a delinquent account is not paid within thirty (30) days, the city or the contracted provider may cease all refuse collection for that account or individual address. Service shall be resumed thereafter only upon payment of the entire balance on the account plus all penalties, and all applicable reconnection or container resetting charges.
- c) Any person failing or refusing to pay the solid waste or other related charges provided for in this chapter, after having been duly billed by the city, shall be guilty of a violation of this chapter, and all solid waste services and water service provided by the city to the premises for which the charges are past due shall be terminated by the city.
- d) In addition to all other rates, charges, penalties, fees, expenses and cost otherwise provided for in this chapter, the city may also collect all costs incurred for the collection of delinquent utility accounts, including, but not limited to, postage expenses, late fees as established by resolution or ordinance of the council from time to time, court filing fees, attorney's fees incurred by the city, and fees paid to third-party collection agencies. The city is authorized to use third-party collection agencies to collect delinquent utility accounts and all cost, fees and expenses of such third-party agencies shall be the responsibility of the delinquent customer.

Sec. 6-2012.5. Fee for removal of excess solid waste and yard debris.

For the removal of periodic accumulation of excess solid waste and yard waste, the price to be charged for collection, removal, and disposal shall be quoted in advance, and shall be based upon the amount of material to be removed, as well as upon the time involved and the loading thereof. Such price shall be determined by the prevailing cost for providing the requested service.

Sec. 6-2012.6. - Special service.

Any person requesting special service, that is the collection of any items not otherwise provided for in this chapter, may inquire with the city for such service. Special service provided by the city shall be billed and payment may be required in advance. Special service may be provided through the city or a third-party contractor.

Sec. 6-2012.7. Residential – Vacant Property

- a) Owners of vacant residential property that has been deemed vacant and in compliance with all city code for more than nine (9) months of a calendar year, may request suspension of services by submitting required proof to the Solid Waste Coordinator or designee.
- b) All required proof and associated city forms shall be submitted prior to February 15th for the previous calendar year. The city shall have until March 30th to review the prior year's vacant property request for a prorated refund of services not received. In the event that there is a dispute regarding the proof provided to the city, the city manager at his/her sole discretion may confirm or overturn the decision as presented.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 7:45 p.m. Request Council approval to purchase two (2) 2022 Elgin RegenX Street Sweepers for the Public Works Department utilizing a statewide contract with Environmental Product Group at a purchase cost of \$494,650 (\$247,325 per street sweeper) and execute an annual maintenance contract at a cost of \$27,600 annually (\$13,800 per street sweeper) utilizing ARPA funds in the FY22 Stormwater Budget

DATE: March 22, 2022

SUBJECT: 7:45 p.m. Request Council approval to purchase two (2) 2022 Elgin RegenX Street Sweepers for the Public Works Department utilizing a statewide contract with Environmental Product Group at a purchase cost of \$494,650 (\$247,325 per street sweeper) and execute an annual maintenance contract at a cost of \$27,600 annually (\$13,800 per street sweeper) utilizing ARPA funds in the FY22 Stormwater Budget

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Street Sweeper	Cover Memo	3/21/2022

City of South Fulton Agenda Item Summary



City Council Meeting Date 3/22/2022		
Requesting Department Public Works		Council District(s) Affected City Wide
Requested Action Requesting approval from Mayor and City Council to Purchase two (2) 2022 Elgin RegenX Street Sweepers for the Public Works Department. The cost to purchase is \$247,325 per street sweeper at a total cost of \$494,650. It is also recommended to enter into an annual maintenance contract at a cost of \$13,800 per street sweeper, total cost of \$27,600 annually. The total amount is \$522,250 budgeted in the FY2022 budget and will be purchased on a State Wide Contract with Environmental Product Group. The estimated delivery date is August 2022.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Requesting approval from City Council to purchase (2) Street Sweepers and a maintenance contract for each vehicle.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The department is recommending the Purchase of (2)2022 Elgin Regan x Regenerative air street sweepers from Environmental Group under the State wide contract (SWC# 0000-001-SPD0000177-00009). The Purchase of the vehicles will provide the operational support needed to perform a more frequent street sweeping program city wide. The purchase of a maintenance plan will provide proper maintenance and ensure vehicles remain in operable conditions. Other options explored were a 4 year lease with option to buy at a cost of \$646,279 to include maintenance contract, as well as the option to rent at a monthly rate of \$20,000, with 4 year total cost of \$960,000		
Funding Source (if applicable) 350-4100-54-2200 or 560-4910-52-1200		
Financial Impact (if applicable) 350-4100-54-2200 or 560-4910-52-1200 \$522,250 is available for this item.		
Financial Impact Statement Received Yes ☐ No ☒ Legislative Process Complete Yes ☐ No ☒		
Department Director Approval <i>Antonio Valenzuela</i>		Finance Director Approval <i>Karen Slaton-Dixon</i>
Assistant City Manager Approval <i>Don Toms</i> Don Toms (Mar 18, 2022 10:00 EDT)	City Attorney Approval <i>Vincent D. Hyman</i>	City Manager Approval <i>Tammi Saddler Jones</i>

PROPOSAL SUMMARY

Prepared for:

South Fulton, GA



Two (2) Elgin RegenX Regenerative Air Street Sweepers

RegenX NON-CDL Street Sweeper

South Fulton, GA

3/15/22

Elgin Street Sweepers

Environmental Products would like to thank you for the opportunity to present the **Elgin RegenX Street Sweeper**.

Environmental Products Group is the sole provider of Elgin Street Sweeping Equipment in the State of Georgia, as well as many other leading industry product lines including: Vactor Sewer Cleaners, Envirosight Pipeline Inspection Cameras, Labrie Refuse Equipment, Petersen Grapple Loaders, PB Asphalt Pothole Patchers, Madvac Sweepers and Vacuums, and a host of parts, tools and accessories for all your needs.

Environmental Products Group prides itself on our local parts, service, and training capabilities. With multiple full-service locations throughout Florida, Georgia, and Memphis, Tennessee; including Vactor, Elgin, and Envirosight repair centers, extensive parts inventory, factory-trained technicians, mobile parts and service, rentals, turnkey maintenance packages, leasing options, and much more... we are ready to service your every need.

EP Rents is a division of Environmental Products Group, EP Rents specializes in rental trucks when you need them. With a large inventory of Vactor Sewer Cleaners and Trailer Jetters, Elgin Sweeper, Envirosight Pipeline Inspection Cameras, Petersen Grapple Loaders. Call us for any of your rental needs.

Thank you for your consideration.

The following Proposal is based on the:

Product Description

- Two (2) Regenerative Air Sweepers, 8 cu yard Hopper, Dualized Steering

Standard Features

- John Deere 4045T, 4 cyl, Diesel Auxiliary Engine
- Auto Shutdown, Aux. Engine: low oil pressure, high coolant temp, hydraulic oil level, fuel temp, intake manifold air temp, water-in-fuel, very high soot loading
- 8 Cubic Yard Hopper
- Backup Alarm, electric
- Brooms, Dual
- Brooms, hydraulic rotation
- Camera, rear mounted
- Console, w/rocker switches for all sweep functions
- Full gauge package including tachometer, engine hour meter, oil pressure indicator and coolant temperature. Engine speed control, side broom down pressure controls and automotive style blade fuses. Standard indicators for full load, screen down, and hydraulic oil temp indicator lamps. Optional indicator lamps for hopper up, door open and/or hydraulic oil temp.
- Sweep resume/sweep transport/reverse pick-up
- Fuel Water Separator on Aux Engine
- Hopper rear door, hydraulically opened/closed and locked/unlocked with external manual controls
- Hose, hydrant fill, 16'8" with coupling
- LED Clearance Lights
- Lights; rear clearance and rear identification
- Manuals, operator and parts
- 90" Pick-up head, hydraulically operated, 14" outside diameter pressure hose and suction hose with quick disconnect on suction side
- Water system; one (1) rocker switch with HI / LOW setting, Spray nozzles: three (3) in the suction, nozzle, three (3) at each side broom
- Hydraulic Oil Cooler
- Vacuum enhancer, cable-controlled in cab, 5 settings
- Water tank, molded polyethylene, 250 gallons
- Water pre-filter, hydrant fill hose
- Hydraulic Oil Level Gauge W/Thermometer on Tank
- 2.5 Lb Fire Extinguisher
- Sidebroom Tilt
- Front and Rear LED Beacon Lights
- Delivery and Training

Chassis Options



- Freightliner M2, 106
- 26,000 GVW – NON-CDL
- Dualized Drive
- 2000 Series Allison Transmission
- 200HP Cummins Engine
- LH & RH Fender Mount Mirrors

Sale Price per GA State Contract# 99999-001-SPD0000177-0009= \$494,650.00

Please don't hesitate to call with questions, or if you need any additional information. Thank you for your interest and the opportunity to earn your business.

Signature: _____

Date: _____

Purchase Order/Requisition #: _____



99999-001-SPD0000177

Environmental Products was awarded the following contracts by the State of Georgia:

Elgin Street Sweepers, Vactor Sewer Trucks and Trailers, EnviroSight Sewer Cameras/Camera Trucks/Trailers, PB Pothole Patching Trucks, ODB/XtremeVac Leaf Vac Trucks and Trailers, Petersen Grapple Trucks and supporting accessories.



LIMITED WARRANTY

Each machine manufactured by ELGIN SWEEPER COMPANY ("ESCO" or the "Company") is warranted against defects in material and workmanship for a period of 12 months provided the machine is used in a normal and reasonable manner. This limited warranty is applicable only to the original user-purchaser for a period of twelve (12) months (as measured from the date of delivery to the original user-purchaser) and is not transferable.

During the Limited Warranty Period ESCO will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or workmanship. Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ESCO.

The ESCO Limited Warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries that have a separate warranty by the original manufacturer;
2. Normal adjustments and maintenance services;
3. Normal wear parts such as but not limited to, brooms, oils, fluids, filters, broom wire, shoe runners, rubber deflectors and suction hoses;
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ESCO;
5. Repairs, modifications or alterations without the express written consent of ESCO, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured;
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by ESCO may invalidate this warranty. ESCO reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make ESCO liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of ESCO, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller. ESCO makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of ESCO in connection with the sale, servicing or repair of any machine manufactured by the Company.

ESCO reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

ELGIN SWEEPER COMPANY
1300 W. Bartlett Road
Elgin, Illinois 60120





Turn Key Maintenance Contract

The intent of this agreement is to describe special terms and conditions for City of South Fulton to lease or purchase a street sweeper with vendor maintenance. The proposal is written to ensure that equipment operated by you will provide the lowest total cost during its useful life. The proposal is supplemental to the Elgin Street Sweeper Technical Specifications. This contractual agreement includes all preventative maintenance and repairs to both the body and chassis with noted exceptions.

DEFINITIONS:

- The term "Customer" shall mean the City of South Fulton
- The term "EPG" shall mean Environmental Products Group, Inc., the dealer who represents the manufacturer of the equipment being proposed.
- The term "Fleet Management" shall mean Customer Fleet Manager or his/her designated representative, wherein the equipment will be operated and maintained.
- The term "EPG Principal" shall mean the principal person or his/her designated representative of EPG, Inc., whom this contract shall apply.
- The term "normal workday" shall mean a day which falls on or between Monday and Friday of the calendar week, 52 weeks a year, excluding city holidays. A list of all city holidays shall be supplied to the EPG from you upon award of this contract.
- The term "normal working hours" shall mean the time period of a normal workday when the Customer's main equipment shop and/or maintenance facility is normally open for operation. The Customer shall supply EPG with this information upon award of this contract.
- The term "in-service date" shall mean the date the Customer places the unit in operation. The Customer will notify the EPG Principal of the in-service date.
- The term "downtime" shall mean the period of time measured in normal workdays that the unit is unable or unsafe to perform those operations for which the unit was designed.

TERMS OF THE MAINTENANCE CONTRACT:

1. **Term of Maintenance Contract:** This guarantee shall be in effect for a period of (4 years). (Sweepers 4 Yrs. Maximum). Effective Start Date will be TBD
2. **Rates:** \$13,800.00 Annual in advance per unit.
3. **Required Training:** The training will require a minimum of one (1) day for operating, daily and weekly maintenance overview.
4. **Customer Responsibilities – Consumable Items:** The Customer is responsible for providing fuel, insurance, an operator for the machine and the following consumable items; brooms, spray nozzles, dirt shoes runners, caster wheels, black vacuum hose, aluminum vacuum tubes. Original equipment items listed in this paragraph to be utilized and will be sold by EPG to the Customer to ensure OEM integrity is maintained.
5. **Customer Responsibilities – Daily and Weekly Responsibilities:** The Customer is responsible for the daily and weekly maintenance of the machine in accordance with instructions from EPG and/or the manufacturer. Weekly maintenance includes lubrication of the truck to include lube points, drivelines; as notated on the lube charts and/or unit manuals.
6. **Customer Responsibilities – Regen Policy:** The Customer is responsible for monitoring the chassis DPF/Regen system. As Regen warning lights progress to a mandatory action (yellow or red warning lights), it is the Customer's responsibility to stop the vehicle and start the Regen process. In the event the unit de-rates due to a failure of running the regen process, it is the Customer's responsibility to take the unit to the appropriate chassis dealer for repairs. The Customer is responsible for this expense. Loaner equipment will not be provided due to Regen Issues that are a result of not completing the mandatory regen.
7. **Customer Responsibilities – Tag and Title:** The Customer is responsible for payment of Title and License Plate Fees.
8. **Customer Responsibilities – Operator Damage:** Repair of damage caused by the Customer personnel is not covered by this agreement and must be repaired to manufacturer's original specifications within a reasonable time frame upon notification of damage. Loaner equipment will not be provided when the unit down due to customer damage.
9. **EPG Responsibilities – Program Overview:** EPG is responsible for the cost and labor of the following:
 - a) All preventative maintenance requirements for the chassis and body.
 - b) All repairs to chassis and sweeper body and related components.
 - c) Tires are not included.
 - d) Operator damage or negligence is not included.
10. **EPG Responsibilities - Transportation of Units:** EPG shall be fully responsible for transporting to and from your facility, at no cost to you for any repairs or

maintenance required, if said repairs or maintenance cannot be completed at The Customer's site.

- 11. EPG Responsibilities - Maintenance Plan Guarantee:** EPG shall guarantee that the equipment purchased under this contract will be available for operation at least 95% of normal workdays. EPG shall guarantee that the equipment purchased under this contract will not be out of service for more than five (5) consecutive normal workdays, nor more than five (5) normal workdays, in any 100 consecutive, normal workday period.

11.1. Equipment availability shall apply to equipment put out of service for any reason other than i.e. operator damage, theft, vandalism, accident or incidents out of control of EPG which render the unit unable or unsafe to perform those operations for which the unit is designed. The Customer's supervising personnel, after inspection will determine in conjunction with an EPG Principal, if the unit was inoperable or unsafe and the cause of the downtime. Equipment availability shall not apply to equipment during routine maintenance.

11.2. The unit will be considered out of service starting the first normal workday, following EPG notification by The Customer that the unit is inoperable or unsafe and requires repair. Therefore, the downtime clock will start at the beginning of the first normal workday, following such notification. The Customer's Fleet Manager will notify the EPG Principal during normal working hours of a unit that is out of service and requires repair. The unit will be considered in service (operational) starting the first normal workday following the completion of the repair and/or return of the repaired unit. Therefore, the downtime clock will stop at the beginning of the first normal day following the repair completion or return of the repaired unit.

- 12. Uptime Calculation:** Equipment availability or in-service percentage (uptime) will be computed by the City at the end of each 100 consecutive, normal workday period, beginning from the in-service date, using downtime increments of normal workdays. The City will use the following formula to compute equipment availability at the end of each 100 consecutive, normal workday period: Equipment Availability = [(100 Days - Downtime)/100 Days] x 100%

12.1. The term "Days" refers to normal workdays. The term "Downtime" refers to the total downtime accumulated during the 100 consecutive, normal workday period.

- 13. Downtime Credit:** EPG will credit The Customer a daily amount of \$75.00 for each normal workday required to provide 95% availability in the event a replacement unit is not available.

- 14. Loaner Units:** EPG will provide a loaner unit should repair downtime be more than five (5) consecutive normal workdays. All costs associated with securing and delivering the relief unit shall be at EPG's expense, with no cost to the Customer. The relief unit must be functionally equivalent to its replacement.

- a) A Certificate of Insurance or Self Insurance Certificate for Loaner Equipment will need to be provided at the beginning of this agreement and remain in force the entire duration of this maintenance agreement. Name to be listed on the insurance is Environmental Products Group, Inc and/or EP Rents, LLC.
- b) A no charge rental/loaner document will need to be executed, that notates that the customer's responsibilities including; returning the unit clean, with all equipment/tooling and without damages. Use of consumables as defined in #4 will be the customer's responsibility.

City/County of South Fulton

Environmental Products Group, Inc.

By: _____

By: _____

Name: _____

Name: Christopher M. Haase

Its: _____

Its: President

Date: _____

Date: _____

March 15, 2022

Turn Key Maintenance Plan

To Whom It May Concern:

If the City of South Fulton, GA purchases a new street sweeper from Environmental Products Group(EPG), The Turn Key Maintenance Plan shall go into effect upon the first day of delivery. The annual maintenance rate of \$13,800 per unit is also due, Net 30 day payment from the first day of delivery. Please review the Turn Key Maintenance Contract for more info.

Thank you,



Casey Meehan

Georgia Territory Sales Manager

Environmental Products Group, Inc.

C: 912.341.4371 | O: 404.693.9700

www.myepg.com



2525 West State Road 114
Rochester, IN 46975
(800) 700-7878
Fax: (800) 865-8517

www.republicfirstnational.com

March 11, 2022

To: Casey Meehan
From: Mackie Ozment

Customer: City of South Fulton

Thanks for the opportunity to give you a quote on your latest project!

Equipment: Two (2) 2023 Elgin RegenX

Unit Cost: \$ 494,650.00
Down Payment: \$ 0.00
Net Financed: \$ 494,650.00
Frequency of Payments: Annual

Term in Years:	<u>4</u>	<u>Maintenance</u>	<u>Total Payment</u>
Payments:	\$ 103,304.23	\$ 27,600.00	\$ 130,904.23
Residual:	\$123,662.50		
APR:	3.41%		

Delivery Date: To be determined
First Lease Payment Due: August, 2022

The lease is to be executed within 14 days of the equipment purchase contract. The quote is subject to acceptance of our documentation and credit approval. Payments and rates reflect pre-application of escrow earnings and manufacturer discounts (if any); and are based upon vendor payments being made no earlier than above dates. Rates are subject to change with Treasury Bills of like-maturity prior to funding. The lease must qualify for Federal Income Tax Exempt status for the Lessor.

Sincerely,
Republic First National Corporation

Mackie Ozment
mackie@rfnonline.com

"When results matter"

RENTAL CONTRACT TERMS & CONDITIONS

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4. Payment. Customer shall pay all rental, time, mileage, service, transportation, refueling and other charges and all applicable sales and use taxes and other governmental charges and assessments levied against the Equipment or this Agreement. No credit shall be given for non-working days and Customer shall not be entitled to abatement, reduction of or set off against rent for any reason whatsoever. All amounts due EP Rents are payable to the address shown on the Rental Contract. Customer pays all shipping, loading, unloading, assembling and dismantling expense. EP Rents shall have a lien, as allowed by law, for charges incurred hereunder upon premises and improvements upon which equipment is employed. Customer hereby agrees to pay all collection and legal fees if such action is necessary. All fees and charges are due in advance of each Period.

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7. Care and Use. Customer shall prevent careless or needlessly rough usage of the Equipment. Customer’s operators shall be qualified and licensed to operate the Equipment and comply with applicable laws and regulations. Customer shall pay all fines and similar charges that may be duly and lawfully imposed or assessed by reason of Customer’s or any operator’s failure to comply with applicable laws or regulations. Customer shall: (a) use Equipment solely in the conduct of Customer’s business; (b) not remove the Equipment from the areas in which Customer normally does business unless such removal is temporary and in the ordinary course of business; and (c) not permit others to use the Equipment, for hire or otherwise. At no time shall the Equipment ever be used in or near salt water.

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designated representatives shall have the right to enter upon the premises where the Equipment is located in order to inspect, observe or remove the Equipment, or otherwise protect EP Rents’ interest in the Equipment. If the transactions contemplated by this Agreement are deemed a sale, then Customer grants EP Rents a security interest in the Equipment.

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14. Insurance. Customer shall maintain for the duration of the Term an insurance policy: (a) in the amount of no less than \$1,000,000 insuring Customer against any loss, damage, claims, suits, actions or liability, caused by or arising from any use of the Equipment by, or negligence of, Customer or any of Customer’s agents, servants, visitors, licensees, or employees during Customer’s possession of the Equipment and (b) providing coverage for damage to the Equipment by insurable causes, in an amount equal to the full insurable replacement value set forth on the Rental Contract (“**Liability Coverage**”). Customer shall provide a Certificate of Insurance including: (a) the Equipment Description; (b) the waiver of subrogation set forth on the Rental Contract; (c) an obligation of the insurer to provide to EP Rents at least thirty days written notice of any cancellation or material change in coverage; and (d) proof of EP Rents as an additional insured and loss payee. Liability Coverage shall be provided by insurers with a minimum AM Best’s rating of A-. The Liability Coverage shall be primary and non-contributory to EP Rents’ insurance. If the Equipment suffers loss or damage: (a) Customer shall notify EP Rents promptly and, in the case of destruction, hold the Equipment (or wreckage) until released or collected by EP Rents and (b) EP Rents and Customer mutually waive their rights of subrogation and recovery against each other, their officers, agents, employees, sub lessee, or other persons under their control, to the extent they are insured or are required to carry insurance, and to the extent said loss is paid by insurance.

15. Indemnification. Customer shall indemnify and hold EP Rents harmless from and against all loss, costs, expenses, penalties, damages, and condemnations, including reasonable legal costs which EP Rents may suffer or may be required or condemned to pay for personal injuries (including death) and/or property damage, including damage to the Equipment, suffered by reason of operation, handling, transportation or use of the Equipment by or whilst in the control of the Customer or the Customer’s employees, agents, or carriers. Customer indemnification obligations to EP Rents are not limited by the amount of Liability Coverage or any other insurance that may be in effect with respect to the Equipment and its use.

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During Periods	Purchase Price Reduction
1-3	75% of rental fees paid
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The terms of the purchase shall be governed by customary documentation and purchase price shall be subject to applicable sales tax.

17. Default. If Customer fails to perform its obligations, violates this Agreement, becomes insolvent, files a petition in bankruptcy, has a receiver appointed, executes an assignment for the benefit of creditors, ceases doing business as a going concern, has a writ of attachment, garnishment, execution, or other legal process issued against Customer, the Equipment, or any of Customer’s other property, or attempts to remove, sell, transfer, encumber, sublet, or part with possession of the Equipment, EP Rents or its agents may, without demand or notice, terminate this Agreement and enter, with or without process of law, into any premises of or under the control or jurisdiction of Customer or any agent of Customer where the Equipment may be and take possession of the Equipment, and may disconnect and separate the Equipment from any other property using all necessary force permitted by law. Customer expressly waives all further rights to possession of the Equipment and all claims for injury suffered through or loss caused by the repossession.

18. Miscellaneous. The waiver of any breach of any term or condition of this Agreement shall not be construed as a waiver of any subsequent breach and all of the terms and conditions of this Agreement shall continue in effect as if no such waiver had been made. This Agreement is the result of negotiation by and between EP Rents and Customer and its terms shall not be construed against either party by reason of having drafted or prepared this Agreement. Notices shall be deemed properly given if delivered in writing personally or by certified mail to the parties at their primary place of business. If any provisions of this Agreement are determined to be illegal or unenforceable, then the remaining provisions shall nevertheless be binding with the same force and effect as if the illegal or unenforceable parts were deleted. This Agreement shall be subject to and governed by the laws of the state of Florida and the parties consent to the exclusive jurisdiction of the Florida courts over this Agreement and over the personal jurisdiction of the parties in any proceeding to enforce this Agreement.



EPRENTS

4410 Wendell Dr SW • Atlanta, GA 30336

404-693-9700 • Fax: 404-693-9690

Ship To: EP Rents Atlanta
4410 Wendell Drive SW
Atlanta GA 30336

Invoice To: City of South Fulton, GA

Branch 02 - ATLANTA RENT		
Date 03/15/2022	Time 7:43:17 (O)	Page 2
Account No	Phone No	Contract No
Ship Via		Purchase Order
		Salesperson CME

RENTAL CONTRACT

Description	RESERVATION # TBD	Amount
	Subtotal:	7500.00
	GEORGIA STATE 4.0%:	0.00
	FULTON 3.75%:	0.00
	ON ACCOUNT:	7500.00



By signing below I agree that I, the Lessee or authorized agent thereof, have read and agree to all terms and conditions covered in this rental agreement.

Lessor: EP Rents LLC

Lessee: _____

By: _____

By: _____

Its: _____

Its: _____

Witness: _____

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13. Liability. EP Rents’ liability is limited to its express obligation to deliver the Equipment in good condition and working order. **EP RENTS MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND/OR THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** EP Rents shall not be liable for any indirect, consequential, special, punitive, or incidental damages, including but not limited to lost profits, and whether arising under breach of contract, tort, negligence, strict liability, equity or any other legal theory. In no event shall EP Rents’ total liability to Customer exceed the aggregate of amount of rental payments received by EP Rents from Customer pursuant to this Agreement.

14. Insurance. Customer shall maintain for the duration of the Term an insurance policy: (a) in the amount of no less than \$1,000,000 insuring Customer against any loss, damage, claims, suits, actions or liability, caused by or arising from any use of the Equipment by, or negligence of, Customer or any of Customer’s agents, servants, visitors, licensees, or employees during Customer’s possession of the Equipment and (b) providing coverage for damage to the Equipment by insurable causes, in an amount equal to the full insurable replacement value set forth on the Rental Contract (“**Liability Coverage**”). Customer shall provide a Certificate of Insurance including: (a) the Equipment Description; (b) the waiver of subrogation set forth on the Rental Contract; (c) an obligation of the insurer to provide to EP Rents at least thirty days written notice of any cancellation or material change in coverage; and (d) proof of EP Rents as an additional insured and loss payee. Liability Coverage shall be provided by insurers with a minimum AM Best’s rating of A-. The Liability Coverage shall be primary and non-contributory to EP Rents’ insurance. If the Equipment suffers loss or damage: (a) Customer shall notify EP Rents promptly and, in the case of destruction, hold the Equipment (or wreckage) until released or collected by EP Rents and (b) EP Rents and Customer mutually waive their rights of subrogation and recovery against each other, their officers, agents, employees, sub lessee, or other persons under their control, to the extent they are insured or are required to carry insurance, and to the extent said loss is paid by insurance.

15. Indemnification. Customer shall indemnify and hold EP Rents harmless from and against all loss, costs, expenses, penalties, damages, and condemnations, including reasonable legal costs which EP Rents may suffer or may be required or condemned to pay for personal injuries (including death) and/or property damage, including damage to the Equipment, suffered by reason of operation, handling, transportation or use of the Equipment by or whilst in the control of the Customer or the Customer’s employees, agents, or carriers. Customer indemnification obligations to EP Rents are not limited by the amount of Liability Coverage or any other insurance that may be in effect with respect to the Equipment and its use.

16. Purchase Option. If so indicated on the Rental Contract and initiated by Customer, Customer shall have the right to purchase the Equipment at any time during the Term (the “**Purchase Option**”). The purchase price shall be the Replacement Value indicated in the Equipment Description on the Rental Contract. If Customer exercises the Purchase Option during the first thirteen Periods of the Term, EP Rents shall reduce the purchase price by an amount equal to a portion of the rental fees paid by Customer, dependent on when the Purchase Option is exercised, as set forth below:

During Periods	Purchase Price Reduction
1-3	75% of rental fees paid
4-6	55% of rental fees paid
7-9	45% of rental fees paid
10-13	30% of rental fees paid

The terms of the purchase shall be governed by customary documentation and purchase price shall be subject to applicable sales tax.

17. Default. If Customer fails to perform its obligations, violates this Agreement, becomes insolvent, files a petition in bankruptcy, has a receiver appointed, executes an assignment for the benefit of creditors, ceases doing business as a going concern, has a writ of attachment, garnishment, execution, or other legal process issued against Customer, the Equipment, or any of Customer’s other property, or attempts to remove, sell, transfer, encumber, sublet, or part with possession of the Equipment, EP Rents or its agents may, without demand or notice, terminate this Agreement and enter, with or without process of law, into any premises of or under the control or jurisdiction of Customer or any agent of Customer where the Equipment may be and take possession of the Equipment, and may disconnect and separate the Equipment from any other property using all necessary force permitted by law. Customer expressly waives all further rights to possession of the Equipment and all claims for injury suffered through or loss caused by the repossession.

18. Miscellaneous. The waiver of any breach of any term or condition of this Agreement shall not be construed as a waiver of any subsequent breach and all of the terms and conditions of this Agreement shall continue in effect as if no such waiver had been made. This Agreement is the result of negotiation by and between EP Rents and Customer and its terms shall not be construed against either party by reason of having drafted or prepared this Agreement. Notices shall be deemed properly given if delivered in writing personally or by certified mail to the parties at their primary place of business. If any provisions of this Agreement are determined to be illegal or unenforceable, then the remaining provisions shall nevertheless be binding with the same force and effect as if the illegal or unenforceable parts were deleted. This Agreement shall be subject to and governed by the laws of the state of Florida and the parties consent to the exclusive jurisdiction of the Florida courts over this Agreement and over the personal jurisdiction of the parties in any proceeding to enforce this Agreement.



EPRENTS

4410 Wendell Dr SW • Atlanta, GA 30336

404-693-9700 • Fax: 404-693-9690

Ship To: EP Rents Atlanta
4410 Wendell Drive SW
Atlanta GA 30336

Invoice To: City of South Fulton, GA

Branch 02 - ATLANTA RENT		
Date 03/15/2022	Time 7:43:17 (O)	Page 2
Account No	Phone No	Contract No
Ship Via		Purchase Order
		Salesperson CME

RENTAL CONTRACT

Description	RESERVATION # TBD	Amount
	Subtotal:	7500.00
	GEORGIA STATE 4.0%:	0.00
	FULTON 3.75%:	0.00
	ON ACCOUNT:	7500.00



By signing below I agree that I, the Lessee or authorized agent thereof, have read and agree to all terms and conditions covered in this rental agreement.

Lessor: EP Rents LLC

Lessee: _____

By: _____

By: _____

Its: _____

Its: _____

Witness: _____

RENTAL CONTRACT TERMS & CONDITIONS

1. Rental. The Rental Contract and these Rental Contract Terms & Conditions (collectively, the “**Agreement**”) is entered into by and between EP Rents, LLC, (“**EP Rents**”) and the Customer. EP Rents hereby rents to Customer, and Customer rents from EP Rents, the Equipment.

2. Term. The term of this Agreement (the “**Term**”) shall commence at the date and time set forth on the Rental Contract (the “**Effective Time**”) and continue until Customer surrenders possession of the Equipment to EP Rents or exercises the Purchase Option. Failure to return the Equipment in accordance with **Section 11** shall extend the Term and all payment obligations until such conditions are satisfied.

3. Rental Rate; Hours. “**Day**” means twenty-four hours. “**Week**” means seven consecutive Days. “**Period**” means twenty-eight consecutive Days. “**Hours**” means the number of hours recorded on the Equipment’s auxiliary motor or PTO A hours meter, as applicable. The Rental Rate entitles the Customer to operate the Equipment eight Hours per day, forty Hours per Week or 176 Hours per Period. Customer shall pay **\$125.00** per Registered Hour in excess of such limits. The number of Hours shall be determined by subtracting the Hours at the beginning of the Term from the Hours at the end of the Term. Customer acknowledges and agrees that Customer is responsible for notifying EP Rents of any discrepancy in the initial Hours within twenty-four hours of taking possession of the Equipment.

4. Payment. Customer shall pay all rental, time, mileage, service, transportation, refueling and other charges and all applicable sales and use taxes and other governmental charges and assessments levied against the Equipment or this Agreement. No credit shall be given for non-working days and Customer shall not be entitled to abatement, reduction of or set off against rent for any reason whatsoever. All amounts due EP Rents are payable to the address shown on the Rental Contract. Customer pays all shipping, loading, unloading, assembling and dismantling expense. EP Rents shall have a lien, as allowed by law, for charges incurred hereunder upon premises and improvements upon which equipment is employed. Customer hereby agrees to pay all collection and legal fees if such action is necessary. All fees and charges are due in advance of each Period.

5. Maintenance. EP Rents shall be responsible for all routine maintenance including scheduled preventative maintenance. EP Rents shall make all necessary repairs and adjustments at Customer’s expense if the repairs are a result of poor or abusive operations. Customer shall report any and all safety and other defects to EP Rents. If Customer knowingly operates the Equipment with a defect, Customer accepts all civil, criminal and financial responsibility caused as a result of said defect.

6. Wear Parts. Customer will be responsible for replacement of all normal wear items associated with the Equipment including, but not limited to; hoses, tubes, tires, belts, brushes and nozzles. Without limiting the foregoing, Customer agrees: (a) the cost of tire wear (determined by percentage of wear incurred during the Term) and cost of repairs of cuts and punctures shall be paid by Customer; and (b) brooms, brushes and other consumable parts shall be replaced at Customer’s expense at the end of the Term.

7. Care and Use. Customer shall prevent careless or needlessly rough usage of the Equipment. Customer’s operators shall be qualified and licensed to operate the Equipment and comply with applicable laws and regulations. Customer shall pay all fines and similar charges that may be duly and lawfully imposed or assessed by reason of Customer’s or any operator’s failure to comply with applicable laws or regulations. Customer shall: (a) use Equipment solely in the conduct of Customer’s business; (b) not remove the Equipment from the areas in which Customer normally does business unless such removal is temporary and in the ordinary course of business; and (c) not permit others to use the Equipment, for hire or otherwise. At no time shall the Equipment ever be used in or near salt water.

8. Equipment Logs. Customer shall conduct necessary inspections and maintain Equipment logs. The mileage and fuel log must account for all distance traveled and all fuel received. If such logs are incomplete or deficient, Customer shall pay **\$0.50** per mile that the unit was driven during the Term. Customer acknowledges receipt of the Fuel Tax Reporting form used for this purpose. Customer shall submit fuel receipts each Week via rentals@myepg.com.

9. USDOT Number; Markings. Customer agrees to operate the Equipment under its own USDOT Number and shall display it prominently on the door of the Equipment. Customer shall not change, alter, obscure or remove, or permit to be changed, altered, obscured or removed, any other insignia, lettering, serial number, or model name on the Equipment. If requested by EP Rents, Customer shall identify the Equipment conspicuously with a sign or lettering indicating EP Rents’ ownership.

10. Delivery. Equipment is provided F.O.B. at an EP Rents facility. Shipping charges from such location to destination and return, all transportation, loading, unloading, assembling and dismantling costs shall be paid by Customer. Customer shall provide competent and adequate labor and auxiliary equipment, including rigging, for purposes of assembly and/or disassembly of the Equipment. EP Rents shall not be liable for any delay in furnishing the Equipment and Customer shall not incur rental fees during such delay on the part of EP Rents. Upon delivery, Equipment is believed to be in good mechanical condition. Customer shall examine equipment upon taking possession and promptly notify EP Rents of any evidence to the contrary.

11. Return. Customer shall return Equipment: (a) in good repair and operating condition free of damage or wear caused by neglect or abuse; (b) with the interior cab and exterior body cleaned; (c) without debris or water on board; and (d) during regular business hours of EP Rents. EP Rents shall conduct visual and mechanical inspections upon return of the Equipment, identify any damage occurring during the Term, and provide Customer notice of such damages.

12. Ownership; Access to Equipment. Title to the Equipment shall at all times remain in EP Rents. Customer shall give EP Rents immediate notice if the Equipment is levied upon, or from any cause, becomes liable to seizure. Customer agrees not to assign, mortgage, encumber, sublease, or transfer its rights under this Agreement without the prior written consent of EP Rents. EP Rents and its

designated representatives shall have the right to enter upon the premises where the Equipment is located in order to inspect, observe or remove the Equipment, or otherwise protect EP Rents’ interest in the Equipment. If the transactions contemplated by this Agreement are deemed a sale, then Customer grants EP Rents a security interest in the Equipment.

13. Liability. EP Rents’ liability is limited to its express obligation to deliver the Equipment in good condition and working order. **EP RENTS MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND/OR THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** EP Rents shall not be liable for any indirect, consequential, special, punitive, or incidental damages, including but not limited to lost profits, and whether arising under breach of contract, tort, negligence, strict liability, equity or any other legal theory. In no event shall EP Rents’ total liability to Customer exceed the aggregate of amount of rental payments received by EP Rents from Customer pursuant to this Agreement.

14. Insurance. Customer shall maintain for the duration of the Term an insurance policy: (a) in the amount of no less than \$1,000,000 insuring Customer against any loss, damage, claims, suits, actions or liability, caused by or arising from any use of the Equipment by, or negligence of, Customer or any of Customer’s agents, servants, visitors, licensees, or employees during Customer’s possession of the Equipment and (b) providing coverage for damage to the Equipment by insurable causes, in an amount equal to the full insurable replacement value set forth on the Rental Contract (“**Liability Coverage**”). Customer shall provide a Certificate of Insurance including: (a) the Equipment Description; (b) the waiver of subrogation set forth on the Rental Contract; (c) an obligation of the insurer to provide to EP Rents at least thirty days written notice of any cancellation or material change in coverage; and (d) proof of EP Rents as an additional insured and loss payee. Liability Coverage shall be provided by insurers with a minimum AM Best’s rating of A-. The Liability Coverage shall be primary and non-contributory to EP Rents’ insurance. If the Equipment suffers loss or damage: (a) Customer shall notify EP Rents promptly and, in the case of destruction, hold the Equipment (or wreckage) until released or collected by EP Rents and (b) EP Rents and Customer mutually waive their rights of subrogation and recovery against each other, their officers, agents, employees, sub lessee, or other persons under their control, to the extent they are insured or are required to carry insurance, and to the extent said loss is paid by insurance.

15. Indemnification. Customer shall indemnify and hold EP Rents harmless from and against all loss, costs, expenses, penalties, damages, and condemnations, including reasonable legal costs which EP Rents may suffer or may be required or condemned to pay for personal injuries (including death) and/or property damage, including damage to the Equipment, suffered by reason of operation, handling, transportation or use of the Equipment by or whilst in the control of the Customer or the Customer’s employees, agents, or carriers. Customer indemnification obligations to EP Rents are not limited by the amount of Liability Coverage or any other insurance that may be in effect with respect to the Equipment and its use.

16. Purchase Option. If so indicated on the Rental Contract and initiated by Customer, Customer shall have the right to purchase the Equipment at any time during the Term (the “**Purchase Option**”). The purchase price shall be the Replacement Value indicated in the Equipment Description on the Rental Contract. If Customer exercises the Purchase Option during the first thirteen Periods of the Term, EP Rents shall reduce the purchase price by an amount equal to a portion of the rental fees paid by Customer, dependent on when the Purchase Option is exercised, as set forth below:

<i>During Periods</i>	<i>Purchase Price Reduction</i>
1-3	75% of rental fees paid
4-6	55% of rental fees paid
7-9	45% of rental fees paid
10-13	30% of rental fees paid

The terms of the purchase shall be governed by customary documentation and purchase price shall be subject to applicable sales tax.

17. Default. If Customer fails to perform its obligations, violates this Agreement, becomes insolvent, files a petition in bankruptcy, has a receiver appointed, executes an assignment for the benefit of creditors, ceases doing business as a going concern, has a writ of attachment, garnishment, execution, or other legal process issued against Customer, the Equipment, or any of Customer’s other property, or attempts to remove, sell, transfer, encumber, sublet, or part with possession of the Equipment, EP Rents or its agents may, without demand or notice, terminate this Agreement and enter, with or without process of law, into any premises of or under the control or jurisdiction of Customer or any agent of Customer where the Equipment may be and take possession of the Equipment, and may disconnect and separate the Equipment from any other property using all necessary force permitted by law. Customer expressly waives all further rights to possession of the Equipment and all claims for injury suffered through or loss caused by the repossession.

18. Miscellaneous. The waiver of any breach of any term or condition of this Agreement shall not be construed as a waiver of any subsequent breach and all of the terms and conditions of this Agreement shall continue in effect as if no such waiver had been made. This Agreement is the result of negotiation by and between EP Rents and Customer and its terms shall not be construed against either party by reason of having drafted or prepared this Agreement. Notices shall be deemed properly given if delivered in writing personally or by certified mail to the parties at their primary place of business. If any provisions of this Agreement are determined to be illegal or unenforceable, then the remaining provisions shall nevertheless be binding with the same force and effect as if the illegal or unenforceable parts were deleted. This Agreement shall be subject to and governed by the laws of the state of Florida and the parties consent to the exclusive jurisdiction of the Florida courts over this Agreement and over the personal jurisdiction of the parties in any proceeding to enforce this Agreement.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 7:50 p.m. Request Council approval authorizing staff to select 5 Seasons Mechanical, LLC as the Lowest, Most Responsible and Responsive Bidder in response to ITB 22-010 Burdett Gym CDBG Renovations and award them the Service Agreement to perform said Burdett Gym Renovations (HVAC, Plumbing & Electrical) in an amount not to exceed \$250,000.00 to be paid by grant funding through Fulton County (CDBG).

DATE: March 22, 2022

SUBJECT: 7:50 p.m. Request Council approval authorizing staff to select 5 Seasons Mechanical, LLC as the Lowest, Most Responsible and Responsive Bidder in response to ITB 22-010 Burdett Gym CDBG Renovations and award them the Service Agreement to perform said Burdett Gym Renovations (HVAC, Plumbing & Electrical) in an amount not to exceed \$250,000.00 to be paid by grant funding through Fulton County (CDBG).

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Burdett Renovations - 5 Seasons Mechanical LLC	Cover Memo	3/18/2022

City of South Fulton Agenda Item Summary



City Council Meeting Date 3/22/2022		
Requesting Department Public Works & Procurement	Council District(s) Affected 7	
Requested Action Authorize Staff to select 5 Seasons Mechanical, LLC as the Lowest Most Responsible and Responsible Bidder in response to ITB 22-010 Burdett Gym CDBG Renovations and award them the Service Agreement to perform said Burdett Gym Renovations (HVAC, Plumbing & Electrical) for an amount not to exceed Two Hundred and Fifty Dollars and Zero Cents (\$250,000.00).		
Requirements for Council Action (City specific Council policy, statute or code requirement) COSF Procurement Code: Council Approval required on all purchases of \$25,000 or more.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) ITB 22-010 -Burdett Gym CDBG Renovations was released on 1/21/2022. The pre-bid meeting was well attended by interested vendors. Two Qualified contractors submitted proposals for consideration (See Exhibit A). Based on the requirements outlined in the ITB documents, bids were reviewed for compliance and completeness. The Process identified 5 Seasons Mechanical, LLC as the lowest Most Responsive and Responsible vendor submitting the Lowest Most Complete Bid in the amount of Two Hundred and Thirty Five Thousand Dollars (\$235,000.00) (See Exhibit B). This project is funded through Fulton County in an amount not to exceed \$250,000.00. Staff seeks authorization to engage 5 Seasons Mechanical, LLC to perform Burdett Gym Renovations services for an amount not to exceed Two Hundred and Fifty Thousand Dollars ((\$250,000.00). Initial costs will be covered by Public Works, Fulton County will reimburse COSF for all costs up to \$250,000.00.		
Funding Source (if applicable) PW URA: Fulton County will Reimburse		
Financial Impact (if applicable) Not to Exceed \$250,000.00		
Financial Impact Statement Received Yes ☐ No ☒ Legislative Process Complete Yes ☐ No ☒		
Department Director Approval <i>Antonio Valenzuela</i> <i>Travis Landrum</i> Travis Landrum (Mar 16, 2022 13:44 EDT) 		Finance Director Approval <i>Karen Staton-Dixon</i>
Assistant City Manager Approval 	City Attorney Approval 3/17/22 	City Manager Approval <i>Tammi Sackler Jones</i>



ITB 22-010 - Burdett Gym CDBG Renovations (Closed)

Notes

Actions

Preview	Addendum	Bid Results	Award	Audit
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[Expand All](#) [Collapse All](#)

Organization Name	Org. Number	Submission Type	Bid Amount	Exceptions	Bid Rank
5 Seasons Mechanical LLC	2166397	Electronic	\$235,000.00	No	2
Cool Experts LLC	2311399	Electronic	\$63,600.00	No	1

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Save

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GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

March 3, 2022

ITB 22-010: Burdett Gym Renovations

Addendum #4

The above referenced solicitation is hereby changed and amended as Follows:

Submission Deadline

The Submission Deadline is hereby extended through March 8, 2022 @ 2:00 pm.

Mandatory Pre-Bid Meeting

The Requirement to attend the Mandatory Pre-Bid Meeting is hereby waived.

Scope of Work

The HVAC Portion of the Scope of Work is hereby amended as follows:

Burdett Gym CDBG Projects Revised Scope of Work

All projects shall have a qualified contractor to perform work and the contractor must have a minimum of five years (5) experience in specified areas of work, as stated in the ITB and attachments.

This bid should include a mandatory site visit.

Contractors shall guarantee all pricing for 90 days from bid submission date

The following items are guidelines that describe the needs for the gym but may not include all necessary items needed for the complete HVAC, plumbing, gas, and electrical systems. All items need to be field verified, and the final bid needs to include pricing for all necessary components for the new HVAC, plumbing and electrical systems and components to fully operate properly.

Project 1 – HVAC

Scope of Work: HVAC

It is suggested that the new HVAC unit be located outside behind the gym next to the existing HVAC unit.

- Provide concrete pad that provides sufficient support for the new 25 Ton gas package HVAC unit per the manufacturer's specifications.
- Provide new 25 Ton Trane gas package unit that provide heating and cooling.
- Provide lifting equipment as needed to place HVAC unit.
- Frame and seal all wall openings for ductwork penetrations as needed.
- Provide insulated sheet metal exterior ductwork connected to new HVAC unit.
- Provide fabric spiral ductsox in the center of the Gym with sidewall diffusers.
- Provide return air opening.
- Provide and install programmable thermostat(s) control as needed for systems to operate properly.
- Provide electrical power for HVAC unit from existing electrical systems.
- Provide gas supply with corresponding Isolating valves
- Clean area of all construction debris.
- Test system for proper operation and review installation with Owner.
- Provide Floor protect as needed to perform work and install new system.
- Provide Warranty for new equipment including the following:
 - 1-year parts and Labor for equipment and materials provided and installed per the above scope
 - At least 5 years for compressor parts
 - At least 10 years for gas HX parts
- Replace damaged existing gas Duct Furnace TRANE GDAB0400 0A heating main restrooms and front office with higher efficiency model capable of handling the current load (to be determine by bidder).

The Contractor should include all necessary materials, components, connections, and equipment needed for the completion of the HVAC systems and their proper operations. As well as to complete the work, including but not limited to those items needed to access the work areas in order to complete the work. Such as lifts, cranes, hoists, scaffolding, etc.

All products used should be environmentally safe.

Product Data and specifications for HVAC, ductsox, and thermostat products Must be submitted with Bid

Project 1 - HVAC Cost Breakdown/ Cost Submission Form

Item Description	Unit Price	Quantity	Unit	Extended Price
25 Ton Trane gas package Unit	_____	1	EA	85,500
Lifting Equipment	_____	1	EA	3,500
Frame and Seal wall openings for ductwork penetrations	_____	1	EA	2,500
Fabric Spiral Ductsox	_____	_____	LF	25,000
Return Air opening	_____	1	EA	1500
Programmable Thermostat(s)	_____	_____	EA	1250
Electrical Power	_____	1	EA	25,500
Gas connection & Iso-Valves		2	EA	5,000
Gas Duct Furnace		1	EA	38,500
HVAC Subtotal				188,250
Duration				6 WKS

Project 2 - Plumbing

Scope of Work: Plumbing

- Provide 2, 2" PRVs for the water systems, located in the front mechanical, electrical and plumbing room.
- Provide Warranty for new equipment including the following:
 - 1-year parts and Labor for equipment and materials provided and installed per the above scope

The Contractor should include all necessary materials, components, connections, and equipment needed for the completion of the plumbing systems and their proper operations. As well as to complete the work, including but not limited to those items needed to access the work areas in order to complete the work. Such as lifts, cranes, hoists, scaffolding, etc.

All products used should be environmentally safe.

Product Data and specifications for all plumbing materials

Project 2 - Plumbing Cost Breakdown/ Cost Submission Form

Item Description	Unit Price	Quantity	Unit	Extended Price
2" PRV 25 – 75 psi	—	2	EA	3500
Bypass loop w/ corresponding valves				5500
Plumbing Subtotal				9,000
Duration				2 WKS.

Project 3 – Electrical**Scope of Work: Electrical**

- Provide new LED emergency exit lights ceiling mounted and wall mounted w/ battery backup
- Repair breaker on the main electrical switch gear breaker panel

The Contractor should include all necessary materials, components, connections, and equipment needed for the completion of the electrical systems and their proper operations. As well as to complete the work, including but not limited to those items needed to access the work areas in order to complete the work. Such as lifts, cranes, hoists, scaffolding, etc.

All products used should be environmentally safe.

Product Data and specifications for all electrical components

Project 3- Electrical Cost Breakdown/ Cost Submission Form

Item Description	Unit Price	Quantity	Unit	Extended Price
Emergency Exit Lights	—	8	EA	8,000
Repair breaker on main electrical switch	—	1	EA	29,750

Electrical Subtotal	37,750
Duration	24 WEEKS

Total Burdett Gym Project Cost Breakdown/ Cost Submission Form

Item Description	Unit Price	Quantity	Unit	Extended Price
HVAC Subtotal	_____	1	EA	188,250
Plumbing Subtotal	_____	1	EA	9,000
Electrical Subtotal	_____	1	EA	37,750
Grand Total	235,000			
Duration	8 WKS			

ADD FOR PE STAMPED DRWGS : \$ 25,000
 ADD FOR GPS IDENTIFICATION ON APPL : 2,500

Per negotiations with Contractor, Stamped Drawings will be included at no attitional costs.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 7:55 p.m. Request Council approval authorizing staff to select Ecolectrics, LLC as the Lowest, Most Responsible and Responsive Proponent in response to RFP 22-001 Supply & Installation of Solar Battery at Fire Station # 6 and execute a Service Agreement with Ecolectrics, LLC to supply and install a Solar Battery at Fire Station 6 in an amount not to exceed \$123,170.00 utilizing grant funds from GEFA

DATE: March 22, 2022

SUBJECT: 7:55 p.m. Request Council approval authorizing staff to select Ecolectrics, LLC as the Lowest, Most Responsible and Responsive Proponent in response to RFP 22-001 Supply & Installation of Solar Battery at Fire Station # 6 and execute a Service Agreement with Ecolectrics, LLC to supply and install a Solar Battery at Fire Station 6 in an amount not to exceed \$123,170.00 utilizing grant funds from GEFA

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Solar Battery - Fire Station 6	Cover Memo	3/18/2022

City of South Fulton Agenda Item Summary



City Council Meeting Date 3/22/2022	
Requesting Department Public Works & Procurement	Council District(s) Affected All
Requested Action Authorize Staff to select Ecolectrics, LLC as the Lowest Most Responsible and Responsible Proponent in response to RFP 22-001 Supply & Installation of Solar Battery at Fire Station # 6. Staff also seeks authorization to enter into a Service Agreement with Ecolectrics, LLC to supply and install a Solar Battery at Fire Station 6 for an amount not to exceed One Hundred and Twenty Three Thousand, One Hundred and Seventy Dollars and Zero Cents (\$123,170.00).	
Requirements for Council Action (City specific Council policy, statute or code requirement) COSF Procurement Code: Council Approval required on all purchases of \$25,000 or more.	
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) RFP 22-001- Supply and Installation of Solar Battery at Fire Station #6 was released on 1/15/2021. The pre-bid meeting was well attended by interested vendors. Four Qualified contractors submitted proposals for consideration (See Exhibit A). All Proposals were reviewed by a 3-person evaluation team, based on the requirements outlined in the RFP documents, Proposals were reviewed for compliance and completeness. The Process identified Ecolectrics, LLC as the Lowest Most Responsive and Responsible vendor submitting the Lowest Most Complete Proposal in the amount of One Hundred and Twenty Three Thousand, One Hundred and Seventy Dollars and Zero Cents (\$123,170.00) (See Exhibit B). Staff seeks authorization to engage Ecolectrics, LLC to supply and install a Solar Battery at Fire Station #6 for an amount not to exceed ne Hundred and Twenty Three Thousand, One Hundred and Seventy Dollars and Zero Cents (\$123,170.00)	
Funding Source (if applicable) Grant Funded	
Financial Impact (if applicable) Not to Exceed \$123,170.00	
Financial Impact Statement Received Yes ☐ No ☒	
Legislative Process Complete Yes ☐ No ☒	
Department Director Approval <u>Antonio Valenzuela</u> <u>Chad C. Jones</u> Chad C. Jones (Mar 16, 2022 11:29 EDT)	Finance Director Approval <u>Karen Slater-Dipon</u>
Assistant City Manager Approval 	City Attorney Approval 3/17/22
City Manager Approval <u>Tammi Sackler Jones</u>	

Exhibit A- Bid Tabulation Sheet



SOLICITATIONS VENDORS CONTRACTS TOOLS REPORTS



RFP 22-001 - Supply and Installation of Solar Battery at Fire Station #6 (Closed)

Notes

Actions

Preview **Addendum** **Bid Results** **Award** **Q & A** **Audit**

[Expand All](#) [Collapse All](#)

Organization Name	Org. Number	Submission Type	Bid Amount	Exceptions	Bid Rank
Advanced Roofing, Inc.	642764	Electronic	\$275,155.00	No	3
Ecolectrics	2098595	Electronic	\$123,170.00	No	1
Powerhouse Energy 360	2323106	Electronic	\$195,430.00	No	2

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December 28, 2021

Anthony Kerr, Procurement Manager
City of South Fulton
Department of Contracts & Procurement
5440 Fulton Industrial Blvd, SW
Atlanta, GA 30336

Dear Mr. Kerr,

Ecolectrics, LLC is pleased to have the opportunity to respond to **RFP No. 22-001 – Supply and Installation of (GEFA) Solar Battery System at Fire Station #6** with a complete and full understanding of the Scope of Work and an agreement to perform all tasks listed in the RFP.

I attest to the accuracy of our proposal and I am authorized to execute binding legal documents on behalf of Ecolectrics, LLC. The contact information for the company and myself is provided below:

Ecolectrics, LLC
2017 Hunters Green Circle
Lawrenceville, GA 30043
Telephone: (512) 717-0664
Fax: (512) 593-2890

Chirag Patel, President
2017 Hunters Green Circle
Lawrenceville, GA 30043
Telephone: (512) 717-0664
Fax: (512) 593-2890

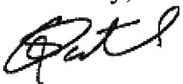
The project involves all design, engineering, permitting, material procurement, construction and commissioning (a “turn-key” solution) for installation of a 30 kW roof-mounted solar array and a 10kW/70kWh lithium-ion battery system at South Fulton Fire Station No. 6 located at 6720 Cedar Grove Road, Fairburn, GA 30213. The proposed solution is sought for maximizing solar energy offset at the facility while also installing the battery capacity to meet its critical energy loads. The facility’s daily consumption in calendar year 2020 was 113 kWh, with a monthly average of 3,139 kWh and annual consumption of approximately 37,668 kWh.

Our approach will involve installing a 30 kW roof-mounted solar array and integrating the solar array with a 30 kW/70 kWh lithium-ion battery system to supply power to critical energy loads identified by the City at the location. Our proposed cost for a turn-key system as described above is \$123,170.

As detailed in this proposal, we have the requisite experience and ability deliver a high quality solar plus storage system for City of South Fulton. We have sufficient capital, facilities and plant to enable us to prosecute the Scope of Work successfully and promptly.

For any questions regarding our submission, please contact me by phone at 512-717-0664 or by email at chirag@ecolectricsusa.com

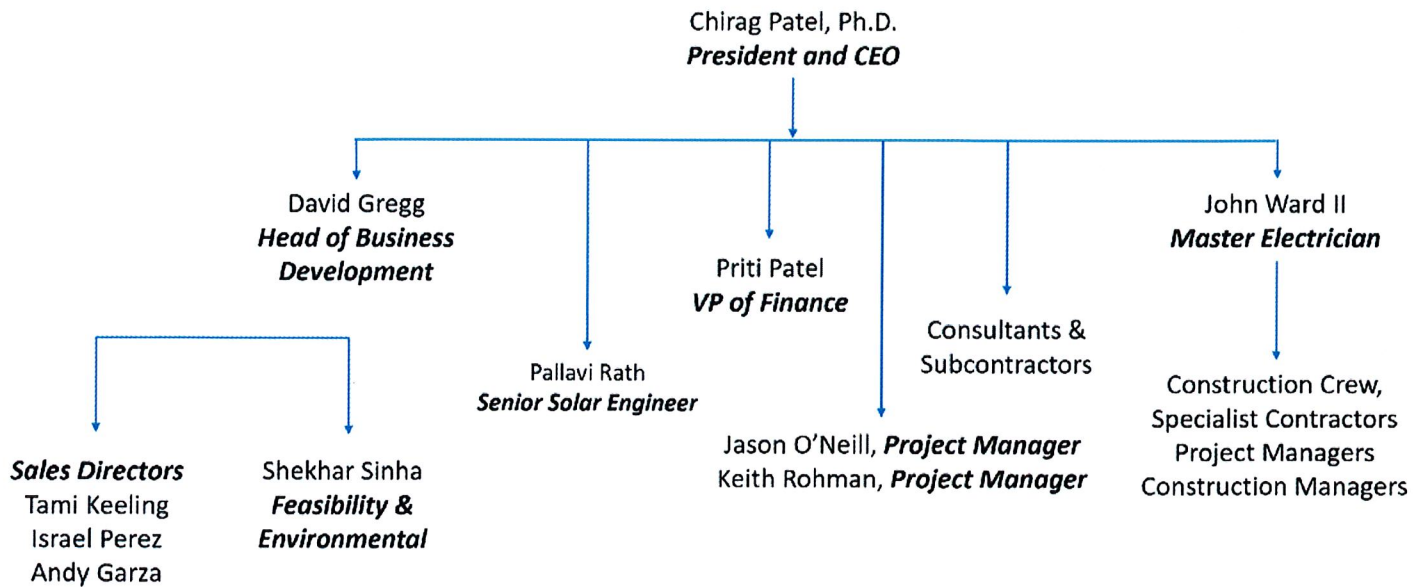
Sincerely,



Chirag Patel, Ph.D.
President

Executive Summary

Key members of Ecolectrics team, their responsibility and assigned roles for the purpose of performing the Scope of Work outlined in this RFP are depicted in the organization chart below. The staff has collectively worked on all county/state/federal public construction projects described in Experience Section of this RFP response. All technical and engineering work under the scope of this RFP will be performed under direct supervision of Dr. Chirag Patel and he shall be the primary point of contact with City staff.



Company History

Ecolectrics, LLC has been in solar photovoltaic design, engineering, installation business since 2009. Over the last 13 years, we have developed and installed over 150 MW of solar projects for municipalities, water and school districts, US military and Federal institutions and non-profit/for profit organizations. We have operated in multiple states including Georgia, Florida, Louisiana, Texas and California and have worked with hundreds of utility companies, local jurisdiction and state regulations to meet all national, state and local codes for construction of solar systems.

From economic and technical feasibility analysis to planning, design and engineering of solar PV systems to material procurement and installation to system interconnection, testing and commissioning, Ecolectrics is a vertically integrated end to end service provider for the solar PV plus storage industry.

Primary Business

Ecolectrics' only business is design, engineering, procurement, installation, operation and maintenance of solar photovoltaic systems. Over the history of our business, we have installed thousands of rooftop solar systems on all types of roofs (flat roofs, metal roofs, asphalt shingle roofs), large ground mount arrays consisting of thousands of solar panels, and solar canopies (and carports). We have more than enough capacity to undertake this project and complete it within budgeted time.

Experience

Client Los Angeles Department of Water and Power (LADWP), Los Angeles, California

When 2009 to Present

Description The largest municipal utility company in the US, LADWP serves water and power to over 4 million residents in the Greater Los Angeles area. Ecolectrics' first engagement with LADWP was in 2009 when we competed with 23 companies in an open RFP process and won a three-year, 11 MW solar equipment procurement contract valued at \$22.5 Million. Since then, Ecolectrics has won contracts valued at \$150 Million and has had a continuous working relationship with LADWP over the last 11 years. Ecolectrics has provided in excess of 40 MW of solar rooftop, ground mount, ballasted ground mount, and carport systems to LADWP spanning over 50 project sites. All projects have been completed on time and within budget.

Contact Brandon England | Solar Power Engineering
Phone: 213-367-7734 | Email: Brandon.England@ladwp.com



Client La Joya Independent School District (LJISD), La Joya, Texas

When 2020

Description La Joya ISD serves approximately 31,000 students in Hidalgo County of South Texas across 30 campuses housing twenty-three elementary schools, eight middle schools, four Alternative Education Centers, three "Early College" high schools, and three comprehensive high schools.

As part of phase II energy upgrades undertaken by Performance Services, Inc., Ecolectrics is completing installation of the largest solar systems to date in the Rio Grande Valley totaling 1,863 kW. The systems purchased and owned by La Joya ISD will be installed at La Joya High School in La Joya, Texas and Juarez Lincoln High School in Mission, Texas and are expected to save the district \$23 Million over the next 20 years. The contract was at \$3.5 Million. Ecolectrics completed the project on time and within budget.

Contact Lloyd Loya | Energy Manager
Phone: 956-323-2065 | Email: l.loya4@lajoyaisd.net



Client Agua Special Utility District (SUD), Palmview, Texas

When 2019-2020

Description A Special Utility District, Agua SUD serves tens of thousands of residents in Hidalgo County of South Texas with water and treating their wastewater. Ecolectrics completed installation of 275 kW solar systems at Agua SUD's Abram and Sullivan water treatment plants. The solar systems are owned and operated by Agua SUD and estimated save an estimated \$2 Million over the next 20 years. The contract was at \$830,000. Ecolectrics completed the project on time and within budget.

Contact Albert Alonzo | Asset Manager
Phone: 956-585-2459 x 117 | Email: aalonzo@aguasud.com



Client McMullen Apartment Complex, San Antonio, Texas

When 2020

Description A sprawling multi-resident apartment complex with over 100 units, McMullen Square Apartments provides housing facilities to low-income families in San Antonio. Ecolectrics completed installation of 215 kW ballasted rooftop solar systems across 7 apartment buildings and substantial subsurface utilities work to interconnect all 7 systems to the utility company's grid. This project presented complex coordination of logistics and construction planning to carefully maneuver around resident movements and children activities around the complex.

Contact Abel Casanova | Project Manager
Phone: 916-996-1257 | Email: acasanova@daybuilders.com

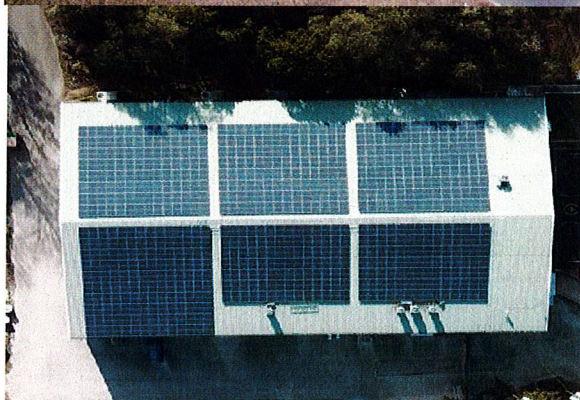


Client Radha Madhav Dham, Austin, Texas

When 2018-2019

Description A 250-acre spiritual complex on the outskirts of Austin serves over 40,000 congregants and visitors every year. Ecolectrics completed installation of over 450 kW rooftop solar on yoga centers, warehouses, dining halls, dormitory buildings and clergy houses interconnecting over 21 utility meters to solar power.

Contact Lalita Becker | Accounting Manager
Phone: 512-913-1501 | Email: lalita@RadhaMadhavDham.org



Client Pecan Springs RV Park, Floresville, Texas

When 2020-2021

Description A 6-acre RV park complex 40 miles southeast of San Antonio serves as a home to over 60 RVs. Ecolectrics completed installation of 131 kW ground mount system that serves 6 separate utility meters and over 30 RV stations. .

Contact Billy York | Owner
Phone: 830-391-7011 | Email: pecanspringsrvpark@gmail.com



Company Principles & Staff Resume

Chirag Patel, Ph.D., *President*

Dr. Chirag Patel, a principal owner of Ecolectrics, is also the Founder, President and CEO of the firm. Dr. Patel received his B.S., M.S., and Ph.D. in electrical and computer engineering from the Georgia Institute of Technology. As a graduate student, Dr. Patel worked in several areas of research – including photovoltaic semiconductors, quantum optics, microelectronics, 3D integration, and system architecture. Dr. Patel's research work at Georgia Tech resulted in 5 US patents, 19 technical publications, 3 invited publications and 2 outstanding publications of the conference.

In 2001, Dr. Patel was invited to join the IBM T. J. Watson Research Center where as a principal research scientist, he led a team of scientists in the innovation, design, modeling, simulation and characterization of advanced and exploratory high performance computing systems based on silicon technology. He conceptualized and developed a novel silicon carrier technology that can provide modular design flexibility and high-performance integration of heterogeneous chip technologies for a wide range of two- and three-dimensional product applications. He investigated the futuristic needs of various research areas such as high-speed optoelectronics, high performance supercomputers, and three-dimensional computer architecture and addressed their requirements through multifarious design and characterization of novel silicon-based technologies.

Having been at the forefront of innovation in the semiconductor industry for fifteen years, Dr. Patel saw an opportunity to apply the technical know-how and mature understanding of silicon technology he had amassed to the photovoltaic industry and help achieve a faster reduction in levelized cost of solar energy by introducing engineering innovations aimed at generating more energy and reducing installation complexities. Dr. Patel left IBM to find Ecolectrics in 2008, where within a short period of time, he helped build a multi-million dollar strong, healthy and growing solar service organization. A veteran of the US solar industry, Dr. Patel continues to lead Ecolectrics and its expansion into novel technologies and new markets.

Dr. Patel is an author or coauthor of more than 50 peer reviewed technical and research papers and holds over 20 US patents.

David Gregg, *Head of Business Development*

David Gregg, Head of Business Development, is a technologist and cross-domain strategist. He brings several years of renewable energy, information technology, and business finance to the Ecolectrics team. From 2013-2018, David took a hiatus from the renewable technology space to focus on spending time with his three children during their final years of school. David took a teaching position in the CTE program for Rosamond High School (RHS) in California. His Designated Subject Areas were Energy and Utilities; Engineering and Design; Finance and Business; and Information and Communications Technology. While at RHS, David transformed and received Articulation from Antelope Valley College for Business Math, transitioned computer-based CTE classes to the Certificated Microsoft Office User Specialist course and the Adobe Certified Expert course, and established a web programming track for entry-level web design to advanced web application development. During this time, David also dedicated many hours as the Head Coach for both Varsity Boys and Girls Track and Field, Assistant Coach for Varsity Boys Football and Basketball, and Assistant Coach for Varsity Girls Soccer. Mr. Gregg finished his time at RHS by becoming a Board Trustee, provisional of the School District.

Prior to his role in the California educational system, Mr. Gregg began his career in the renewable energy space by starting up The Citizenrē Corporation in September of 2005. Citizenrē pioneered the first residential solar leases in the United States. Mr. Gregg managed the national direct sales force of more than 1,600 sales representatives and generated forward lease contracts in excess of 39,000. From 2005 to 2013, the company installed systems in California, Oregon, Nevada, Arizona, Texas, and Louisiana. During this time, Mr. Gregg helped develop multiple IT applications which integrated the full-value-chain of the solar Photovoltaic industry – several firsts for the Industry, and was included as Principal Inventor in U.S. Pat. Apps. US 2014/0019086 A1 and US 2014/0025343 A1.

Priti Patel, *VP of Financing*

Priti Vohra, has a Masters in Accounting and is a Chartered Professional Accountant. Ms. Vohra utilizes her extensive background in finance and accounting to effectively consult with both public and private clients on how they can meet their clean energy goals in the most efficient and economical manner. Ms. Vohra's range of experience includes over twenty-five years in banking and finance, serving global institutions, corporations and high net worth individuals with their financial and investment needs. She is well versed with all forms of solar ownership and finance models and constantly develops and upgrades Ecolectrics financial models based on latest local and federal policy, incentive and taxation guidelines.

Ms. Vohra oversees all accounting operations including Billing, A/R, A/P, GL, Treasury, Cost Accounting, and Inventory management. She prepares and publishes project specific financial statements, develops solar investment financial models focused on minimizing life cycle costs and maximizing the return on investments with public/private sector partnerships. She closely follows local and national policy developments and prepares all regulatory reporting.

Pallavi Rath, *Senior Solar Engineer*

Pallavi Rath is an electrical engineer with a Masters in Electrical Engineering – Power Systems from University of Southern California. She graduated in 2017 and has been working at Ecolectrics since then. She is involved in all project stages starting from developing proposals to operations and maintenance of solar systems. Her experience spans design and installation of solar systems in both residential and commercial space. She creates site layouts for implementation and assures code compliant design by interfacing with structural and geotechnical consultants and equipment manufactures.

Shekhar Sinha, *Feasibility and Environmental Impact Studies*

Shekhar Sinha, made his career in the Oil & Gas Industry. He graduated from University of Texas at Austin in 2001 with a Masters in Engineering and worked with petroleum E&P companies and oil-field service companies in various capacity. His core experience is project management of large engineering studies in a multi-disciplinary environment. He transitioned his career into clean energy in early 2020 and at Ecolectrics he is responsible for feasibility and environmental impact studies.

Jason O'Neill, *Project Manager*

Jason served as US Naval Rescue Swimmer and Helicopter Crew Chief throughout Operation Enduring Freedom. In 2012, he began his path in the solar industry by taking the organic route. From managing warehouse inventory and thousands of hours in the field, to coordinating large scale PV installations and managing regional solar operations, he has built his knowledge through hands-on experience over every aspect of the industry. Jason is

driven to carry those same values and commitment to service instilled in the military, to build a higher standard of integrity and quality in solar energy service and operations.

Keith Rohman, *Project Manager*

Keith is from the heartland of America, born and raised in Central Illinois. Keith obtained his bachelor's degree from Illinois State University in Renewable Energy. For him, solar energy was a clear and holistic answer to workforce growth and climate change. Keith got his start in the industry with an entry-level solar installer position in Denver, Colorado.

Ecolectrics Consultants and Subcontractors

CE Power (cepower.net)

CE Power provides full-service electrical engineering capabilities, from design through commissioning, throughout the United States. Since 2000, CE Power has provided electrical power engineering, testing, and maintenance services to utility power plants, alternative energy facilities, transmission & distribution substations, industrial facilities, and institutional facilities throughout United States. The company's core focus is on power systems operating in the 480 volts through 765 kilovolt range.

Caruso Turley Scott Structural Engineers (ctsaz.com)

Caruso Turley Scott is a full-service structural engineering team with licensed registrants in all 50 States where they have made a lasting impact on communities across the continent. Their innovative engineering team can provide practical and economical structural solutions. Every design project is personally managed by a firm Partner or Associate whose depth of experience provides a high level of technical expertise. Responsive performance and structural integrity are engineered into each and every design.

Project Approach

The project involves installation of a 30 kW DC roof-mounted solar photovoltaic system and a minimum of 10 kW/70 kWh of battery storage. The City of South Fulton seeks to maximize solar energy offset for its South Fulton Fire Station No. 6 located at 6720 Cedar Grove Road, Fairburn, GA 30213 while meeting its critical energy loads during grid power outage.

Ecolectrics' approach involves installation of a 30 kW roof-mounted solar array on the south and southwest side of the roof for optimum solar production as shown in Figure 1. We can also install similar size system on the north side of the roof as shown in an alternative picture shown in Figure 2. It should, however, be noted that installation of the panels on the north side of the roof will result in 12% lower production per year compared to south/southwest facing roof surfaces.

We will then connect the roof-mounted solar array system to a 30 kW/70 kWh lithium-ion battery system. We will install an automatic transfer switch that will allow the City to automatically switch between solar/battery and the grid power during grid power outages for uninterrupted power to the facility's critical electrical loads.



Figure 1: Solar roof-mounted system on south/southwest roof surfaces



Figure 2: Solar roof-mounted system on north/northwest roof surfaces

Our roof-mounted system will not make any penetration to the metal roof. Our design submittal process will include a code compliant system design along with PE stamped electrical and structural drawings. Detail submittal will be provided with equipment specification sheets. Upon submission we will expect the City appointed engineer to review and approve the design submittal.

The design phase is followed by permitting and interconnection application process with Greystone EEMC. While we await permits, we will place purchase orders for all approved material and equipment. Upon receipt of all permits and approvals, we will proceed to schedule a pre-construction meeting with the City representative. This meeting will identify all the working hours, site safety and traffic procedures, staging of construction material, construction waste bins and positioning of construction equipment.

Upon completion of installation, Ecolectrics will coordinate a shut down time with the City to interconnect the new solar plus storage system with the existing building system and the Greystone EEMC grid. Ecolectrics can perform this work outside normal business hours to minimize impact on regular operations.

Upon system interconnection and testing, Ecolectrics will schedule all necessary City and Utility inspections and commission the system. A monitoring system will be installed and the City's staff will be trained in operating and maintaining the system.

The solar and storage system will be turnkey and will be equipped with all monitoring and energy management services that allow the newly installed equipment to supplement the building's electricity during normal operation when the grid power is present. When there is a grid outage, an automated transfer switch will be activated automatically and provide power to the newly installed critical load subpanel.

Ecolectrics equipment will be warranted as follows:

Modules: 25-Year Power Output and Workmanship Warranty
Inverter: 10-Year Limited Warranty*
Racking: 20-Year Limited Warranty
Workmanship: 1 Year Limited Warranty

* For inverter replacement in year 11 and beyond, it would involve shutting down the PV system both on AC and DC side and swapping out the inverter for a new in year 11. Such replacement would involve the cost of inverter plus 10 hours of labor charged at \$80 per hour.

Ecolectrics will appoint a dedicated project manager and crew during the entire installation. We can provide a detailed schedule with task dependencies upon receipt of Notice to Proceed; however, an initial timeline for the project would be as follows:

Task	Time
Issuance of Notice to Proceed (NTP)	N/A
Pre-construction Meeting	1 week after NTP
Design and Engineering	1 week after Pre-construction Meeting
Permitting and Interconnection Submission	2 Days after Design and Engineering
Permit and Interconnection Approval	2-3 weeks after Submission (depends on City and Greystone EEMC backlog for issuing permits)
Material Procurement	Solar PV – 1 week after Permit Approval Battery – 2 months after Permit Approval
Mobilization	1 week after Permit Approval
Solar PV Installation	2 weeks after Mobilization
Battery Installation Preparatory Work	In Parallel to Solar PV Installation
Battery Installation and Commissioning	1 week after Battery Arrival
Test and Inspection	2-3 weeks after Solar PV and Battery Installation
Commissioning	2 Days after Inspection Approval

Our proposed cost for a turn-key 30 kW roof-mounted solar array and 30 kW/70kWh lithium-ion battery system is \$123,170.

Submittal Forms

(Following included with this proposal)

- ✓ Cost Proposal Form
- ✓ Affidavit E-verify
- ✓ Legal and Character
- ✓ Contractor Information
- ✓ Locally Owned

Fire Station No. 6 Solar and Battery System	Description	Unit Price	Number of units	Total Cost
Solar PV System Size	30 kW DC	\$45,300	1	\$45,300
Annual Solar Production (kWh)	40,465*	N/A	1	N/A
Solar Energy Offset (Percent of bill covered)	107%	N/A	1	N/A
Solar Module Make & Model; (estimated usable life)	Talesun BIPRO Bifacial Module (25 Years)	\$225	66	\$14,850
Solar Array Racking System	S-5 Clamp	\$4,500	1	\$4,500
Solar Battery Make & Model; Power and Storage Capacity; (estimated usable life)	Energport L3077 30kW / 70 kwh 6000 Cycles @ 100% DOD	\$69,870	1	\$69,870
Monitoring and data acquisition system	SMA/Energport	\$4,200	1	\$4,200
Design and Engineering	N/A	\$2,100	1	\$2,100
Workmanship Warranty	1 Yr	N/A	N/A	N/A
Available Incentives/Tax credits	N/A	N/A	N/A	N/A
Net Project Cost	Solar 30 kW DC Battery: 30kW/70kWh	\$123,170	1	\$123,170

* Assuming nearby trees are trimmed or cut and maintained so as to not shade solar panels

CONTRACTOR AFFIDAVIT AND AGREEMENT

(Failure to submit will render Proposal non-responsive you must use this form, you must be enrolled in this program, and you must include your user ID #)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with The City of South Fulton has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with O.C.G.A. § 13-10-91. Further, the undersigned contractor states affirmatively that the individual, firm, or corporation contracting with The City of South Fulton will continue to utilize and participate in the EEV federal work authorization program throughout the term of this contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with The City of South Fulton, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form provided by The City of South Fulton. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to The City of South Fulton at the time the subcontractor(s) is retained to perform such service.

1279386

EEV Number

Ecolectrics, LLC

Authorized Officer or Agent (Contractor Name)

December 22, 2021

Date

President

Title of Authorized Officer or Agent

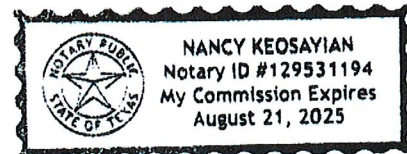
Chirag Patel

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE DAY OF Dec. 28, , 2021

Nancy Keosayan
Notary Public

My Commission Expires: Aug. 21, 2025



Note: As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security in conjunction with the Social Security Administration (SS)

LEGAL AND CHARACTER QUALIFICATIONS

Convictions: Has the Proposer (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding (felonies or misdemeanors) in which any of the following offenses were charged?

		Y	N
a	Fraud		X
b	Embezzlement		X
c	Tax Evasion		X
d	Bribery		X
e	Extortion		X
f	Jury Tampering		X
g	Anti-Trust Violations		X
h	Obstruction of justice (or any other misconduct affecting public or judicial officers' performance of their official duties)		X
i	False/misleading advertising		X
j	Perjury		X
k	Conspiracy to commit any of the foregoing offenses		X

Civil Proceedings: Has the Proposer or any principal ever been a party, or is now a party, to civil proceeding in which it was held liable for any of the following?

		Y	N
a	Unfair/anti-competitive business practices		X
b	Consumer fraud/misrepresentation		X
c	Violations of securities laws (state and federal)		X
d	False/misleading advertising		X
e	Violation of local government ordinance		X

License Revocation:

	Y	N
Has the Proposer or any principal ever had a business license revoked, suspended, or the renewal thereof denied, or is a party to such a proceeding that may result in same?		X

Responses: If "yes" is the response to any of the foregoing, provide Information such as date, court, sentence, fine, location, and all other specifics for each "yes" response.

Principals: The full names and addresses of persons or parties interested in the foregoing Proposal, as principals, are as follows:

NAME	ADDRESS
Chirag Patel	275 Lotus Circle, Austin, TX 78737

References: The Proposer lists below work he has done of similar nature as this solicitation, as references that will afford the City opportunity to judge as to experience, skill, business standing, and financial ability.

CONTACT		PHONE
PERSON	TITLE	NUMBER/EMAIL
Brandon England	Solar Power Engineer	213-367-7734 / Brandon.England@ladwp.com
Lloyd Loya	Energy Manager	956-323-2065 / l.loya4@lajoyaisd.net
Albert Alonzo	Asset Manager	956-585-2459 x 117 / aalonzo@aguasud.com
Lalita Becker	Accounting Manager	512-913-1501 / lalita@RadhaMadhavDham.org

CONTRACTOR INFORMATION FORM

(This form must be completed and returned with your response)

RFP Number: 21-001

Full Company Legal Name: Ecolectrics, LLC

Street Address: 2017 Hunters Green Circle

City, State, Zip Code: Lawrenceville, GA, 30043

Contact Name for Solicitation: Chirag Patel Title: President

Telephone: () 512-717-0664 Fax: (512) 593-2890 E-mail: chirag@ecolectricsusa.com

Company Web Site: www.ecolectricsusa.com State of Incorporation: DE

Taxpayer ID Number: 37-1563650 Duns #: 085147565

Check one of the following: ☒ Independently owned and operated: ☐ An Affiliate or Division of:

Company Name: _____

Address: _____

Local and Locally Owned Business Form

(This form must be completed and returned with your response)

In order to encourage and promote local and locally owned businesses with contracting opportunities with COSF, formal solicitation processes may give preference to proposals and bids from local and locally owned businesses based on the following:

A business shall comply with all of the following to be designated a Local Business:

- a) The business shall have an office with at least one (1) employee within the City of South Fulton;
- b) The business shall not be delinquent with any payments to the City; and
- c) The business shall hold a valid City of South Fulton business license.

A business shall comply with both of the following to be designated a Locally Owned Business:

- a) The business shall meet the requirements for a local business designation; and
- b) At least fifty percent (50%) of the business' owners live in the City of South Fulton.

Certification

Local and Locally Owned businesses that wish to receive preferential consideration shall submit a copy of a valid Occupational Tax Registration Certificate(s) issued by COSF to certify qualification for the preference as part of each proposal or response.

Procedures for local and locally owned preference

Request for Proposals (RFP) – If a local and locally owned business meets the quality standards established for the RFP process, the local business shall be awarded two (2) additional percentage points in the total evaluation; the locally owned business shall be awarded six (6) additional percentage points in the total evaluation. The evaluation and scoring of all proposals shall be conducted in accordance with departmental procedures issued by the Chief Financial Officer or his/her designee.

To qualify, you must submit with your proposal a copy of your Occupational Tax Registration Certificate.

Company Name: Ecolectrics, LLC

Company Qualifies for Local Business Preference: Yes ☐ No ☒

Company Qualifies for Locally Owned Business Preference: Yes ☐ No ☒

Occupational Tax Registration Certificate issued by: N/A

City: _____

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 8:05 p.m. Second Reading of An Ordinance To Amend Section 8 Of Title 14 Of The City Of South Fulton Code Of Ordinances Known As The City Of South Fulton Tree Planting Program, For The Purpose Of Amending The Regulations For Use Of Tree Funds;

DATE: March 22, 2022

SUBJECT: 8:05 p.m. Second Reading of An Ordinance To Amend Section 8 Of Title 14 Of The City Of South Fulton Code Of Ordinances Known As The City Of South Fulton Tree Planting Program, For The Purpose Of Amending The Regulations For Use Of Tree Funds;

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Tree Fund revision Ordinance 12-29	Cover Memo	3/18/2022
COSF Memorandum FIS Tree Fund Ordinance	Cover Memo	3/18/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2021-_____

AN ORDINANCE TO AMEND SECTION 8 OF TITLE 14 OF THE CITY OF SOUTH FULTON CODE OF ORDINANCES KNOWN AS THE CITY OF SOUTH FULTON TREE PLANTING PROGRAM, FOR THE PURPOSE OF AMENDING THE REGULATIONS FOR USE OF TREE FUNDS; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Rowell)

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

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

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

WHEREAS, the Mayor and City Council of the City of South Fulton finds that this Ordinance is in the best interest of the public health, safety, and welfare.

THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows:

Section 1. That Section 14-8002 (Definitions) of Section 8 (Tree Planting Program) of Title 14 (Environment) of the City of South Fulton Code of Ordinances to add the following definitions in the correct alphabetical order:

"Pruning means removing branches (or occasionally roots) from a tree or other plant using approved practices, to achieve a specified objective.

Section 2. That Section 14-8004 (Use of Tree Funds) of Section 8 (Tree Planting Program) of Title 14 (Environment) of the City of South Fulton Code of Ordinances which currently reads as follows:

"Section 14-8004. Use of tree funds.

The tree fund portion of each contract referred to in [section 14-8003](#) shall be placed into one or more trust funds to be established and administered by the city finance and administrative services department. Tree funds shall be equally allocated to each council district. Such funds shall be used to plant, install, and/or maintain trees and other landscaping (including labor, permitting and/or

other associated expenses) on the site of a capital project or at other public places in the council district, including:

- (1) All county, publicly owned and maintained properties (public rights-of-way, medians, sidewalks, buildings, real properties, facilities, major collector and arterial roads, etc.);
- (2) Conservation areas dedicated to and maintained by the city;
- (3) Greenspace areas owned and maintained by the city.

No tree funds shall be expended, and no trees shall be planted, with respect to property owned by a governmental entity other than the city unless and until an intergovernmental agreement between the city and said other governmental entity has been duly approved and executed by the governing bodies of both governments.”

be amended to read as follows:

“Section 14-8004. Use of tree funds.

The tree fund portion of each contract referred to in [section 14-8003](#) shall be placed into one or more trust funds to be established and administered by the city finance and administrative services department. Tree funds shall be equally allocated to each council district. Such funds shall be used for (1) the purchase, planting, and installation of trees; (2) the treatment or removal of dead, dying or diseased trees, vines, shrubs or invasive species (as determined by the City arborist); (3) no more than 25 percent of tree funds may be spent on maintenance and pruning of trees, and (4) labor, permitting and/or other associated expenses. All said activities shall take place on the site of a capital project or at other public places in the council district, including:

- (1) All city-owned and publicly-owned and maintained properties (public rights-of-way, medians, sidewalks, buildings, real properties, facilities, major collector and arterial roads, etc.);
- (2) Conservation areas dedicated to and maintained by the city;
- (3) Greenspace areas owned and maintained by the city.

No tree funds shall be expended, and no trees shall be planted, with respect to property owned by a governmental entity other than the city unless and until an intergovernmental agreement between the city and said other governmental entity has been duly approved and executed by the governing bodies of both governments.”

Section 3. That Section 14-8005 (Administration) of Section 8 (Tree Planting Program) of Title 14 (Environment) of the City of South Fulton Code of Ordinances which currently reads as follows

“Sec. 14-8005. - Administration.

The city department of environment and community development, development services division, shall develop recommendations regarding proposed sites in each council district for planting of trees using tree funds. Such recommendations shall be submitted to the city council for final approval or rejection.”

Be amended to read as follows:

“Sec. 14-8005. - Administration.

The Public Works Department, in conjunction with the Community Development and Regulatory Affairs Department, shall develop recommendations regarding proposed sites in each council district for planting of trees using tree funds. Such recommendations shall be submitted to the city council for final approval or rejection.”

Section 4. 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, 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 5. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 6. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

Section 7. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER



[NAME OF WRITER]
[TITLE]

MEMORANDUM

TO: Corey Adams, City Clerk
FROM: Karen Slaton-Dixon, Finance Director *KSD*
DATE: January 20, 2022
SUBJECT: Tree Fund Ordinance Amendment

CONCLUSION

No direct funds are being requested nor have any direct funds been allocated in the FY22 budget to cover any known expenses.

BACKGROUND

The City desires to amend Section 8 of Title 14 of The City of South Fulton Code of Ordinances Tree Planting Program.

FINANCIAL IMPACT

The proposed ordinance as written will have no financial impact on the City's budget.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 8:10 p.m. Request Council Approval of A Resolution Ratifying and Approving The City Manager's Recommendations For The Distribution Of American Rescue Plan Act (ARPA) Premium Pay Funds To Eligible Employees

DATE: March 22, 2022

SUBJECT: 8:10 p.m. Request Council Approval of A Resolution Ratifying and Approving The City Manager's Recommendations For The Distribution Of American Rescue Plan Act (ARPA) Premium Pay Funds To Eligible Employees

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2022 Resolution Ratifying and Approving City Manager's Dispersal of ARPA Funds	Cover Memo	3/18/2022
030822 ARPA Premium Pay Memo	Cover Memo	3/18/2022

**A RESOLUTION RATIFYING AND APPROVING THE CITY MANAGER'S
RECOMMENDATIONS FOR THE DISTRIBUTION OF AMERICAN RESCUE PLAN
ACT (ARPA) PREMIUM PAY FUNDS TO ELIGIBLE EMPLOYEES AND FOR OTHER
PURPOSES**

**(Sponsored by Councilmembers Helen Willis, Carmalitha Gumbs, Corey Reeves,
Jacey Sebastian, and Natasha Williams)**

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

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

WHEREAS, the City, pursuant to Section 3.10 (b) of its Charter, has the authority to adopt and provide for resolutions, rules and regulations, not inconsistent with the Charter and with the Constitution and laws of the State of Georgia; and

WHEREAS, the City Manager, on March 8, 2022, during the City Council Work Session discussed and provided a memo, attached hereto, with three (3) options for the distribution of the American Rescue Plan Act (ARPA) premium pay funds to eligible employees; and

WHEREAS, after considering the presentation and recommendation of the City Manager, the City Council hereby approves the recommendation of option one, that is, a sliding scale approach that would provide a higher payout to employees that have worked the longest period during the eligible timeframe; and

WHEREAS, this Resolution is in the best interests of the health, safety and general welfare of the City and its employees and residents.

**THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY
RESOLVES** as follows:

Section 1. The City Manager is authorized to take the necessary steps and/or actions to effectuate the distribution of the ARPA premium pay funds to all eligible employees as set forth under "option one" of the City Manager's, March 8, 2022 memorandum, attached hereto as Exhibit A is hereby adopted and approved.

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

Section 3. All resolutions or parts thereof that are in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

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

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Honorable Mayor khalid kamau & City Council Members

FROM: Tammi Saddler Jones *Tammi Saddler Jones*
City Manager

DATE: March 8, 2022

SUBJECT: Premium Pay Plan

The City Manager Office, Human Resources Department and Finance Department would like to offer the below chart as options for the Mayor and City Council to consider for the American Rescue Plan Act (ARPA) premium pay.

ARPA Premium Pay is defined by the U.S. Department of Treasury's Final Rules and can be used for the following purposes:

- *ARPA funds offered from March 3, 2021, to December 31, 2021.*
- *"...to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the...government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work"*
- *ARPA defines eligible worker as "those workers needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as each...government may designate as critical to protect the health and well-being of its residents"*
- *Final rule clarifies that ALL public employees of recipient governments are already included in the IFR definition of "eligible worker"*
- *Identified as State, Local, and Tribal Government Workforce*
- *Employee: Must have worked onsite no teleworking, in-person with interaction with the public or coworkers.*
- *Funds are to be added to wages and not "in place of" regular wages up to \$13 hour not to exceed salaries \$77,000 and can be paid monthly, quarterly, or in a lump sum. An additional explanation memo will be provided to explain pay to employees making more than \$77,000, who worked in person.*

- *If a worker does not meet either of the above requirements, the recipient must submit written justification to Treasury detailing how the premium pay is otherwise responsive to workers performing essential work during the public health emergency. This may include a description of the essential worker's duties, health, or financial risks faced due to COVID-19, and why the recipient determined that the premium pay was responsive.*

Must be a current employee at the time of pay distribution:

Option 1	# Of Employees	Award	Total
Eligible Quarters			
All employees hired prior to June 31, 2021	386	\$1,200.00	\$463,200.00
Employees hired between July 1, 2021, to September 31, 2021.	25	\$1,000	\$25,000
Employees hired between October 1, 2021, to December 31, 2021.	14	\$800.00	\$11,200
Total	425		\$499,400.00
Option 2			
Half the year Hire Date			
Employees hired prior to July 31, 2021	397	\$1,200.00	\$476,400.00
Employees hired between August 1, 2021-December 31, 2021	28	\$600.00	\$16,800.00
Total	425		\$493,200.00
Option 3			
All employees regardless of the start date	425	\$1,176.00	\$499,800.00

Comparison:

Fulton County presented 3 options to the Fulton County Board of Commissioners and decided to pay all employees at 3.75% of their salary. ARPA funds were only used to cover payments to those employees that were determined to be eligible based on their interpretation of the guidance at the time, mostly public safety employees. Other employees were paid out of their respective funds normally used to pay for their salaries with General Fund being charged for the larger share.

Additional metro Atlanta cities have been asked to share their ARPA Pay Plans, and we will take their processes into consideration when we hear back.

Staff Recommendation: Staff recommends **Option One** as a sliding scale providing a higher payout to employees that worked the longest period during the eligible timeframe. However, all employees would be entitled to a specific payout depending on when they were hired. In addition, the staff recommends the City of South Fulton pay the taxes on behalf of the employees, allowing employees to receive the full value of the payout. Employees will receive a separate check from their standard paycheck for this purpose.

Totals will vary depending on eligible employees. Approximate total employee count during the eligibility period is 425. Staff recommend approval up to our max of \$500,000 to allow for possible higher distributions.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 8:15 p.m. Request Council Approval Of A Resolution Amending The City's Human Resources Policies And Procedures Manual;

DATE: March 22, 2022

SUBJECT: 8:15 p.m. Request Council Approval Of A Resolution Amending The City's Human Resources Policies And Procedures Manual;

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2021 HR Policies and Procedures update HR edits 2.8.22 v1	Cover Memo	3/18/2022
HR Policies and Procedures (rv6-2020)	Cover Memo	3/18/2022
COSF Memorandum FIS HR Policies	Cover Memo	3/18/2022

**A RESOLUTION AMENDING THE CITY HUMAN RESOURCES POLICIES AND
PROCEDURES MANUAL; AND FOR OTHER LAWFUL PURPOSES**

(Sponsored by _____)

WHEREAS, it is the policy of the City to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations; and

WHEREAS, the City Council desires to amend the City's policies and procedures Manual to revise and add additional policies to provide guidelines for City employees; and

WHEREAS, this Resolution is in the best interests of the health, safety and general welfare of the City and its employees and residents.

NOW THEREFORE, THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES:

Section 1. The South Fulton Human Resources Policies and Procedures Manual is hereby amended to reflect changes and additions in the following sections:

- Policy # 112-18; V. Personnel Records Recordkeeping
- Policy # 119-18; Reporting and Investigating
- Policy # #200-18; Appeals
- Policy #205-18; Probation Period Requirements
- Policy #206-18; IV. Abandonment of Position
- Policy #303-18; Demotions
- Policy #320-18; II. Recruitment and Selection
- Policy # 322-18; Sick Leave and Prevention
- Policy #325-18; III. Holiday Pay
- Policy #325-18; D. Emergency/Bereavement Leave
- Policy #325-18; Leave of Absence; adding General Leave
- New Policy Section #327-18 Tuition Reimbursement

Section 2. An updated South Fulton Human Resources Policies and Procedures Manual reflecting the above listed changes in Exhibit "A" to this resolution is hereby adopted by Council.

Section 3. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes. The final version of all resolutions shall be filed with the City Clerk.

Section 4. All resolutions or parts thereof that are in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

Section 5. The effective date of this Resolution shall be from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

[signatures and voting tabulations appear on the following page]

CITY OF SOUTH FULTON



HUMAN RESOURCES POLICIES AND PROCEDURES MANUAL

Adopted by Resolution of Mayor & Council – July 24, 2018
Revised- June 23, 2020

These policies do not create a contract of employment. Employment for non-classified employees remains “at will”.

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Page 329 of 513

City of South Fulton | March 22, 2022



The City of South Fulton

Statement of Vision, Mission and Values

Statement of Our Vision

The City of South Fulton will use smart and balanced growth solutions, where the environment is protected, history is preserved and diversity of all ages enjoy a high quality of life. We are a City that adopts trend setting policies, creates diverse jobs and ensures a transparent government with love and respect for all people.

Statement of Our Mission

To provide exceptional customer service that sustains a safe, inclusive, innovative, economically vibrant city.

Guiding Principles/Core Values

- The City will encourage industrial districts that do not infringe on suburban, rural and agricultural areas.
- The City believes in good stewardship through open and fair government that fosters user friendly citizen engagement and continuous improvement of services.
- The City will develop diverse recreation programs that enhance the health and well-being for promotion of a better quality of life for our residents.
- The City supports our residents aging in place.
- The City engages in data driven decision-making that ensures short and long-term success.
- The City will pursue smart solutions to improve and implement creative, innovative, cost effective solutions and employ cutting-edge technology in everything we do.
- The City believes in youth engagement and development.

We will act in a way that promotes peace and unity.

HR POLICIES AND PROCEDURES

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These policies do not create a contract of employment. Employment for non-classified employees remains “at will”.

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These policies do not create a contract of employment. Employment for non-classified employees remains “at will”.

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These policies do not create a contract of employment. Employment for non-classified employees remains “at will”.

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Dear Employee:

The City of South Fulton is a unique and ground-breaking municipality, requiring input and contribution from every employee. The Human Resources Policies and Procedures Manual contains key expectations of the City of South Fulton as your employer. You will find the information both necessary and informative. You are encouraged to use the manual as the vital resource it is intended to be.

If you have any questions about this manual, please contact the City of South Fulton's Human Resources Department.

The City of South Fulton is committed to outstanding service to our citizens and visitors. Providing an outstanding quality of life to our community is our top priority. As a member of the team, your contributions will be key to the City's ability to provide world class community services. In return, you have the opportunity to grow in your respective career.

I wish you the greatest success as a City of South Fulton employee and again, welcome to the team!

Sincerely,

City Manager

HUMAN RESOURCES POLICIES AND PROCEDURES

GENERAL PROVISIONS

Number: 001-18

I. General Purpose

The general purpose of the Human Resources (HR) Policies and Procedures Manual is to set forth the policies applicable to City employees. These HR policies are effective upon approval by the Mayor and Council. It is the overall policy of the City to comply with all applicable Federal, State and local laws.

II. Exclusivity

These HR policies shall be the sole and exclusive policies governing personnel administration and personnel transactions with respect to employment within the City, unless otherwise mandated by law. Departmental standard operating procedures in conflict with these HR Policies are not allowed. To the extent such a conflict exists, these policies and the procedures interpreting the same shall apply.

III. Amendments

Future additions, rescissions and amendments to these HR Policies shall be effective only upon approval by the Mayor and Council.

IV. Administration

The Human Resources Director, the City Manager, and all Department Heads are charged with the faithful and impartial administration and execution of these HR policies and all future changes thereto which may be approved.

V. Authority

(a) General

Except for matters reserved by State law or the City Charter to the City Council, the general and final authority for personnel administration rests with the City Manager. This HR Policies and Procedures Manual provides statements of policy and establishes procedures relating to personnel administration that are necessary to effectively and efficiently manage City operations. It is issued by the City Manager under the authority of the City Council.

(b) Scope of Authority

The City Manager possesses the authority, subject to the City Charter and City Code, to administer City operations. The City Manager's authority includes, but is not limited to:

1. Hire, assign, transfer, discipline, discharge, or release of employees pursuant to the City Charter, City Code and procedures described in this Manual;
2. Direct the work forces;
3. Determine the methods, means, and allocation/assignment of personnel needed to carry out the City's mission;

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

4. Introduce new or improved methods or facilities or change such methods or facilities;
5. Determine reasonable work schedules and establish the methods and processes by which such work is performed;
6. Require the performance of duties stated and intended in job descriptions, with the understanding that every duty is not always described;
7. Determine position availability by:
 - Authorizing lateral assignments;
 - Freezing, hiring, and promoting;
 - Authorizing delay in position uses due to budget, facilities, or other business necessity; or
 - Authorizing temporary assignment to fill a vacancy.
 - Recommend to City Council the addition/deletion of positions, reclassification of positions, and/or reassignment of employees to different positions with different classifications and pay as required by business necessity.

Delegated Authority;

The City Manager may delegate authority to Department Heads in the following areas:

- Discipline, discharge, or release of employees pursuant to the procedures described in this manual;
- Direct the work forces;
- Hire, assign, or transfer employees;
- Recommend the mission of specific departments;
- Determine the methods, means, and allocation/assignment of personnel needed to carry out the department's mission;
- Introduce new or improved methods or facilities or change such methods or facilities;
- Recommend work schedules and establish the methods and processes by which such work is performed;
- Require the performance of duties stated and intended in job descriptions, with the understanding that every duty is not always described;
- Recommend positions, reclassification of positions, and/or the reassignment of employees to different positions with different classifications and/or pay; and
- Fiscal responsibility of the Department/Division.

(c) Administration of Policy

Proper policy administration includes setting goals and encouraging the discharge of duties above the minimum standards. The provisions of this manual create high standards of conduct so that training and performance can be aimed at the highest levels and may, in appropriate cases, be the basis for internal discipline. This manual provides general information about City policies, procedures, expectations, and benefits. The information in this manual, however, cannot anticipate every situation or answer every question regarding your employment. Therefore, the policies set forth in this manual may not cover all situations.

The City Manager, in consultation with the Human Resources Director and other key stakeholders as applicable, shall make interpretive decisions for those situations that are not specifically covered by this manual and may, in the best interest of City operations, override any provision in this manual.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

(d) Establishment and Implementation of Procedure

The City Manager, in consultation with the Human Resources Director is authorized to establish and modify, as needed, a procedure for implementing all policies herein.

The intent of this HR Policies and Procedures Manual is to insure compliance with all applicable City, State and Federal laws. In the event of a change in law or a conflict in Federal or State law with the contents of this manual, the Federal and/or State law shall supersede.

CITY OF SOUTH FULTON MANUAL



100

GENERAL ADMINISTRATION

These policies do not create a contract of employment. Employment for non-classified employees remains “at will”.

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City of South Fulton | March 22, 2022

AMERICANS WITH DISABILITIES ACT – REASONABLE ACCOMODATIONS

Number: 100-18

I. Statement of Policy

The Americans with Disabilities Act (ADA) prohibits, under certain circumstances, discrimination based on disability in the areas of employment, public services, and public accommodations. ADA requires employers to reasonably accommodate qualified individuals with disabilities. It is the City of South Fulton's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment. The City of South Fulton will provide reasonable accommodations to both employees and members of the public, if so requested.

II. Background and Applicability

The Americans with Disabilities Act (ADA), as amended, is a federal mandate requiring all public and private sector entities to provide equal access to employment opportunities, facilities, buildings, programs, goods, services and activities for individuals who have mental or physical disabilities. Signed into law in 1990, this federal mandate extends anti-discrimination and civil rights protections to persons with disabilities as defined by the Act.

This policy is designed to assist all City employees with ADA compliance; to provide full and equal access to employment and promotional opportunities; to assist qualified employees with disabilities whose job performance may be impacted by their disability; and to provide reasonable accommodation(s) which may enable qualified employees to perform the essential functions of their positions, unless the accommodation would result in undue hardship to City.

In establishing procedures, the City intends to fully comply with all requirements of the Americans with Disabilities Act, as amended ("ADA"), implementing regulations, and all other applicable laws ("applicable law"). To the extent any part of the procedure conflicts with applicable law, the requirements of applicable law will control.

CITY OBSERVED HOLIDAYS

Number: 101-18

I. Statement of the Policy

This policy shall apply to all City employees, departments and agencies. In general, it is the policy of the City to, when possible, officially close all City offices on the following holidays observed by the City each year:

HOLIDAY	TYPICAL DATE OBSERVED
New Year's Day	January 1
Dr. Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Election Day	First Tuesday in November
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Dates of observation when holiday falls on weekend

Designated holidays which occur on a Saturday shall be observed on the preceding Friday; those which occur on a Sunday shall be observed on the succeeding Monday.

CONFIDENTIAL INFORMATION

Number: 102-18

I. Statement of the Policy

The City's confidential and proprietary information is vital to its current operations and future success. Each employee should use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information. In no event should employees disclose or reveal confidential information within or outside the City without proper authorization or purpose.

II. Definition of "Confidential Information"

"Confidential Information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the City's business that the City has not made public or authorized to be made public, and that is not generally known to the public through proper means.

By way of example, confidential or proprietary information includes, but is not limited to, non-public information regarding the City's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, employee health/medical records, system designs, customer lists and methods of competing. Additionally, employees who by virtue of their performance of their job responsibilities have

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the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: social security numbers, driver's license or resident identification numbers, financial accounts, credit or debit card numbers, and security and access codes or passwords that would permit access to medical, financial or other legally protected information.

Confidential information does not include any information which is required to be disclosed by State or Federal law or information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment. Nothing in this policy prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing confidential information which the employee acquired through lawful means in the course of his or her employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

To the extent an employee discloses any confidential information in connection with communicating with a governmental authority, the employee will honor the other confidentiality obligations in this policy and will only share such confidential information with his or her attorney, or with the government agency or entity. Nothing in this policy shall be construed to permit or condone unlawful conduct, including but not limited to, the theft or misappropriation of City property or information.

III. Confidentiality Agreement

Employees may be required to execute a confidentiality agreement depending on their work assignment. Regardless of the existence of a confidentiality agreement, every employee is subject to this policy. Any employee who violates this policy could be subject to discipline up to and including dismissal.

DIVERSITY AND INCLUSION

Number 103-18

I. Statement of Policy

The City respects, values and celebrates the unique attributes, characteristics and perspectives that make each person who they are. We believe that our strength lies in the diversity among the broad range of people and communities we represent. We consider diversity and inclusion to be a motivator of excellence and seek out diversity of participation, thought and action.

The City's approach to an equal employment opportunity workplace is based on three key principles: equality, diversity and inclusion. The City promotes equality by removing barriers, eliminating discrimination and ensuring equal opportunity and access for all groups of people. The City accepts and respects each person as an individual. Success and competitiveness are built on our ability to embrace diversity, and we believe that everyone should feel valued for their contributions.

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The City desires to create a working culture where differences are not merely accepted, but valued; where everyone has the opportunity to develop in a way that is consistent with our vision and values.

The City is committed to being a model employer, business partner and responsive service provider that is well prepared to meet the needs of the City's diverse constituency. In the pursuit of organizational excellence, equal opportunity, and equal access, the City of South Fulton will recruit, hire, and promote a diverse workforce and group of contractors that delivers inclusive local government services. This policy affirms the City's commitment to create a culture of inclusion that encourages collaboration, innovation, flexibility, cultural competence, and civility. In addition to fostering integrated and inclusive service principals, this policy articulates the City's commitment to incorporate diversity and inclusion considerations in business administration, policy planning, resources allocation, service programming, and human resources management.

II. Background and Applicability

This policy shall apply to all City departments, divisions, offices, grantees, contractors, sub-contractors and other entities that provide services to the public on behalf of the City.

EMPLOYMENT AT-WILL

Number: 104-18

I. Statement of Policy

All employment relationships, except for classified employees, are at the will of the City of South Fulton and the employee. Employees may resign or quit at any time for any or no reason, with or without cause or notice. Similarly, the City of South Fulton may discharge an employee at any time for any reason, with or without cause or notice.

Classified employees are defined as sworn Police Officers with rank less than Major and Firefighters with rank less than Deputy Chief according to the City of South Fulton Classified Service, described later in this manual.

This manual is not intended to, and does not, create an employment contract between the City and its employees. Your employment is for no specified period of time, and this manual does not limit your right or the City's right to terminate your employment at any time for any reason or no reason, unless otherwise specified.

EMPLOYMENT ELIGIBILITY I9 VERIFICATION

Number: 105-18

I. Statement of the Policy

The City is committed to complying with all immigration-related employment laws. Therefore, the City will not knowingly or intentionally hire or continue to employ individuals

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who lack work authorization. Nor will it do business with independent service providers (*e.g.*, independent contractors, subcontractors, vendors) it determines to have knowingly hired or continued to employ persons without work authorization. Moreover, the City will only work with contractors and subcontractors who use E-Verify to check the status of workers employed on building and road projects and/or engaged in any other performance of labor for a public employer within this State under a contract or other bidding process, as required by State Law.

Consistent with this commitment, the City participates in E-Verify and requires the completion of the Federal Form I-9 to verify the identity and work authorization of all employees hired after November 6, 1986.

II. Applicability

This policy applies to all employees responsible for ensuring completion of the Form I-9 and/or using E-Verify to confirm employment eligibility. Employees who fail to comply with this policy are subject to disciplinary action, up to and including termination of employment.

III. Prohibition of Discrimination and Retaliation

The City will not tolerate any form of discrimination or harassment prohibited by Federal, State, or local law, including discriminatory treatment based on an individual's national origin or citizenship status. Nor will the City tolerate discriminatory application of the Form I-9 requirements or E-Verify process including, but not limited to, singling out individuals for extra scrutiny based on their national origin or citizenship status. The City will not permit retaliation against employees for complaining of perceived discrimination or harassment.

IV. Form I-9 Compliance

As required by Federal law, the City must ensure that every employee hired or rehired after November 6, 1986, completes the Form I-9. The Human Resources Department should use the most current version of the I-9 and familiarize themselves with the instructions before working with an employee to complete it.

The City must retain I-9 forms of all current employees. It must also retain I-9 forms of former employees for three years after the date of hire or one year from the date of termination, whichever is later. Completed I-9 forms should not be placed in personnel files; instead, the forms, and any accompanying documents, such as E-Verify confirmations, should be kept in separate I-9/E-Verify binders and maintained in confidence as with any other personnel records.

V. E-Verify Participation

E-Verify is an internet-based program that compares information from an employee's Form I-9 to data in Federal records to confirm employment eligibility. As required by law, the

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City is enrolled in and participates in E-Verify. Before a Human Resources Department staff member uses E-Verify, they must register as a user, familiarize themselves with the rules and responsibilities contained in the E-Verify User Manual, and participate in the required E-Verify tutorial. Registered users must never allow someone else to use their login credentials to access E-Verify.

All new hires must be verified through E-Verify. E-Verify should never be used to verify prospective employees or applicants. Current employees already confirmed through E-Verify must never be “re-verified” even if Section 3 of the I-9 must be completed because temporary work authorization expired, or is set to expire. If the City rehires an employee, the City must confirm his or her employment eligibility using E-Verify as for a new hire.

An E-Verify case for each newly hired employee must be initiated no later than the third business day after he or she begins working. Generally, case initiation should occur on the same day the Human Resources Department completes Section 2 of the I-9. If the Human Resources Department misses this deadline, the Human Resources Department must still proceed with the verification and note the reason for the delay using the dropdown function in E-Verify.

EQUAL EMPLOYMENT OPPORTUNITY AND PREJUDICIAL ACTS

Number: 106-18

I. Statement of Policy

The City is an equal opportunity employer and is committed to the principles of non-discrimination and equality of employment opportunities. In accordance with applicable law, the City prohibits and will not tolerate discrimination, harassment or retaliation against any applicant or employee based on any legally-recognized basis, including, but not limited to: race, color, religion, sex, pregnancy (including childbirth, lactation or related medical conditions), sexual orientation, gender identity or expression, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service-member status, or any other consideration protected by Federal, State or local law. Such prohibition includes, but is not limited to, Georgia law’s prohibition against discrimination of employees and applicants for employment based on age (40-70) and disability, and against wage differentials based on sex.

The City’s commitment to equal opportunity employment applies to all persons involved in City operations and prohibits unlawful discrimination, harassment or retaliation by any employee, including supervisors and co-workers.

In addition, any acts or threats of violence, property damage, harassment, intimidation or other acts designed to infringe upon employees’ rights as described by Federal anti-discrimination laws or City HR policies will not be tolerated. This policy is designed to strictly prohibit all discrimination and harassment, including sexual harassment, by or against supervisory officials, employees, non- employees, clients and customers.

Please note that employees may be found to be in violation of this policy even if their

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conduct does not rise to the level of legally cognizable discrimination, harassment, or retaliation.

II. Applicability

This policy applies to all City employees, department heads and elected or appointed officials hired by the City and paid by the City Finance Department including part-time, non-regular appointed employees, interns and contractors doing business with City. This policy also protects citizens doing business with the City.

Any employee or other covered individual who believes he or she may have been subjected to discrimination, harassment or retaliation in violation of this policy, may file an Internal Discrimination Complaint with Human Resources.

III. Prohibition Against Retaliation

The City strictly prohibits retaliation against: 1) any employee or citizen who opposes any act or practice they perceive to violate this policy; and 2) any employee who has made a charge, testified, cooperated, assisted or participated (in any manner) in any EEO-related investigation, proceeding or hearing. Retaliation is a separate violation, distinct from the initial, underlying discrimination allegation. Individuals found to have engaged in retaliation will be subject to discipline without regard to whether there has been a finding of cause in the underlying, initial harassment complaint. Any employee who feels they have been subjected to retaliation should contact HR or the EEOC immediately.

INCLEMENT WEATHER

Number: 107-18

I. Statement of the Policy

The City recognizes that it may be difficult or impossible for an employee scheduled to work to report for duty due to inclement weather caused by snow, ice, or other extreme weather conditions. The purpose of this policy is to prescribe uniform procedures for the closure of City offices and facilities and for the treatment of employee absences from work during periods of inclement weather and other emergencies. To fulfill its mission of public service, the City will make every reasonable effort to open its facilities to the public as scheduled, consistent with safe access for staff and the public.

Whenever it is determined that the health and safety of citizens, customers, clients, or employees would be placed at risk or that conditions or events prevent performance of regular operations, services, or assigned responsibilities, closure of City offices or specific departments may be deemed necessary. The City Manager will be responsible for making and disseminating all official decisions concerning closure of City offices and facilities due to inclement weather or other emergency.

II. Background and Applicability

This policy applies to all City employees.

(1) Definitions

- A. Inclement Weather:** Weather that is physically severe with the potential to result in damage, loss of human life and/or the creation of hazardous road conditions including, but not limited to, snow, ice, flash flooding, extreme winds, large hail, tornados and hurricanes.
- B. Emergencies:** An unforeseen combination of circumstances or an urgent need for immediate action, including but not limited to, natural disasters, lack of heating, cooling, plumbing and power outages.
- C. Essential Employees:** Those employees who are designated as such by the City Manager for the purpose of providing essential services to City citizens or other employees during periods of inclement weather and/or emergency. The following departments (not limited to) have essential employees:
 - City Manager, Fire, Police, Communications, Information Technology, and Public Works.

INTERNSHIP PROGRAM

Number 108-18

I. Statement of the Policy

South Fulton Fellows (SFF) is the City's internship program. SFF supports internships with the City that provide growth and learning opportunities for full-time college and university students (undergraduate and graduate students).

SFF internships are educational opportunities for student interns and are unpaid. Departments are encouraged to develop internships in conjunction with accredited colleges and universities that are academically-oriented for the benefit of the student interns. Student interns are encouraged to apply for City internships, which provide them with experience that furthers and enhances their education and training. The City's internships assist student interns in achieving their educational goals by giving them the opportunity to augment their classroom instruction with exposure to a real-world setting. To the extent feasible, and in coordination with the student interns' schools, academic credit may be offered to student interns in connection with their internship.

The internship should correspond as closely as possible to the student intern's academic calendar, and should be for the appropriate amount of time necessary to provide the student intern with beneficial learning.

Each internship should be carefully crafted, developed, and monitored to ensure that a student intern's work does not result in the displacement of City employees, impair existing contracts for service, or fill a vacant position. Student interns are not, and cannot be used as, a supplemental workforce. Student interns are not included in or part of the City's career service system.

II. Applicability

The qualifications for participation in a SFF internship will be determined by the applicable department but, at a minimum, must include current, active enrollment as a full-time student at an accredited college or university as a required qualification.

III. Defining the Internship

As a South Fulton Fellow, interns will assist with and learn through a predetermined project closely related to their academic major that enhances their skills and abilities. Learning objectives will be developed as a department considers an internship opportunity, and those objectives will be placed on the internship announcement. Student interns will be given structured assignments and coursework integrated with their school curriculums throughout their internships, coupled with hands-on or clinical supervision, evaluation, and feedback.

The department should develop an internship for a student intern designed to provide that student intern with meaningful educational experiences applicable to his or her specific field of study. If possible, departments should coordinate with accredited colleges and universities in crafting their internship. Once the internship has been developed, an internship description should be created noting the following information:

- Name and Location of Department Requesting Intern
- Functions of Department
- Summary of the Intern Project
- Intern's Role
- Educational & Experience Requirements (Minimum Qualifications)
- Skills, Training or Qualifications
- Duration and Time Commitment
- Learning Objectives
- Additional Information

The internship must correspond as closely as possible to the student intern's academic calendar, and should be for the appropriate amount of time necessary to provide the student intern with beneficial learning. For example, an internship may be of a semester-long duration. The duration and/or hours of an internship cannot be grossly excessive, and the supervisor or administrator of an internship should be mindful of and accommodate the student intern's academic commitments.

IV. Obtaining Approval for the Internship

Once an internship description has been developed, the internship description must be approved by the Department Head and forwarded for final approval to the Human Resources Director or designee.

V. Selecting a Student Intern Candidate

Once approved, the engaging department and/or Human Resources Department will recruit candidates from accredited colleges and universities for the internship opportunity. Departments will utilize the City's normal selection methods to choose the student intern.

Before starting an internship, a potential student intern must sign a City acknowledgement form stating that the student intern (1) understands that the internship is unpaid, and that the student has no expectation of compensation for his or her participation

in the internship, and (2) understands that his or her participation in the internship does not entitle the student intern to a paid job with the City at the conclusion of the internship.

VI. Student Intern Monitoring

Each department must regularly review the duties performed by student interns to ensure that they are engaged in meeting their learning objectives. Each student intern must be assigned a supervisor/mentor who monitors the student intern daily and provides guidance and instruction to the student intern throughout his or her completion of the internship project. It is recommended that the student intern provide a presentation or complete a final project at the end of the internship (or at appropriate intervals) to demonstrate how the learning objectives were met, and for the supervisors/mentors to complete summative evaluations of the student intern.

VII. Early Termination of Internship

Student interns may terminate their participation in the internship at any time, without reason or prior notice. However, if a student intern ends their participation, they may not receive academic credit (if available) for the internship, and the City will inform the student intern's school of the student intern's decision to end his or her participation.

The City may also end a student intern's participation early if the student intern engages in disruptive, unprofessional, or illegal behavior while participating in the internship. The City will inform the student intern's school of the City's decision to end the student intern's participation, and the student intern may not receive academic credit (if any) for the internship.

LACTATION ACCOMMODATION

Number: 109-18

I. Statement of the Policy

To the extent required by law, the City will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child during the first year following the child's birth. Employees will be relieved of all work-related duties during any unpaid break.

In accordance with applicable law, the City will provide employees with the use of a room or a private area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from co-workers and the public.

The City will otherwise treat lactation as a pregnancy-related medical condition and address lactation-related needs in the same manner that it addresses other non-incapacitating medical conditions, including requested time off for medical appointments, requested changes in schedules and other requested accommodations. The City will not demote, terminate or otherwise take adverse action against an employee because an employee requests or makes use of the accommodations and break time described in this policy. Employees should contact their supervisor during their pregnancy or before their return to work to identify the need for a lactation area.

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Employees needing breaks for lactation purposes may use ordinary paid rest breaks or may take another reasonable break time when needed. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed for the employee, the lactation break time will be unpaid for nonexempt employees.

Where unpaid breaks or additional time are required, employees must notify their supervisor regarding scheduling and reporting the extra break time. Employees should provide reasonable notice to the City that they intend to take breaks for expressing breast milk upon returning to work. Because exempt employees receive their full salary during weeks in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as “unpaid.”

The City will make a reasonable effort to identify a location within close proximity to the work area for the employee to express milk. This location may be the employee’s private office, if applicable.

MEAL AND REST BREAKS

Number 110-18

I. Statement of the Policy

It is the policy of the City to comply with all laws regarding meal and rest breaks. The City will provide break time as appropriate, subject to operational needs and supervisor discretion. This policy does not constitute a contract or agreement by the City to provide such break time.

II. Duration of Meal/Rest Break

Any rest breaks of short duration (lasting less than 20 minutes) will be counted as “hours worked” and paid accordingly. Meal breaks lasting 20 minutes or more are not considered “hours worked” for purposes of Federal law and will not be paid for non-exempt employees.

Employees must be completely relieved from work duties during any unpaid meal break. If an employee is not completely relieved of all duties and/or is asked to return to work during an unpaid meal break, the employee must report the interrupted meal break to the employee’s supervisor immediately.

III. Accurate Recording of Break Time Required

Non-exempt employees must accurately record the beginning and ending time of their meal breaks each day on their time records.

NO SOLICITATION

Number 111-18

I. Statement of the Policy

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This policy is intended to ensure that only official City business is transacted in the City's work areas during employee work hours. In accordance with applicable law and except where prohibited by applicable law, the City has established rules applicable to all employees and non-employees that govern solicitation, distribution of written solicitation material and access to City property.

II. No Abrogation or Abridgement or Rights

Nothing in this policy abrogates or abridges the right of any employee to express his or her political opinions, vote, seek elected office, hold elected office or otherwise participate in politics outside of working time. However, the City has a compelling interest in protecting its integrity, protecting its employees from political interference, preserving public confidence in government, and maintaining the efficiency of its employees. Therefore, the City reserves the right to meet with any employee seeking or holding elected office so that the parties can mutually assess and address any potential or actual conflicts of interest.

III. Definitions

As used in this policy and accompanying procedure, "solicitation" shall include any undertaking by an individual, group or organization to promote the sale or use of a particular product or service, or a request for a contribution to or support for an individual or organization.

As used in this policy and accompanying procedure, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for the City; it does not include break periods, meal periods, or periods in which an employee is not performing and is not scheduled to be performing services or work for the City.

IV. Guidelines

In accordance with applicable law and except where prohibited by law, the City has established the following rules applicable to all employees and non-employees that govern solicitation, distribution of written solicitation material and access to City property:

- Employees may engage in solicitation activities, including political activities, only during non-working times. No employee may engage in solicitation during his or her working time or during the working time of the employee or the employees at whom such activity is directed;
- Employees may distribute or circulate any written or printed solicitation material, including political literature, only in non-work areas, including the employee break room and parking lot, during non-working times. No employee may distribute or circulate any written or printed solicitation material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed;
- Employees may not use or attempt to use their authority or influence to (i) interfere with or affect the result of a political election, nomination or referendum, or

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- (ii) coerce, induce, or encourage, as a condition of employment, the making of a contribution, donation or loan to any political campaign, candidate or organization;
- Employees and non-employees are prohibited from utilizing City property, supplies, or equipment for the production of solicitation materials;
 - Non-employees are not permitted to solicit or to distribute written solicitation material for any unauthorized purpose on City property; and
 - Off-duty employees are not permitted in work areas.

PERSONNEL RECORDS AND RECORDKEEPING – ACCESS AND CONFIDENTIALITY

Number: 112-18

I. Statement of Policy

This policy regulates the access to and confidentiality of City employees' personnel records and record management, retention and storage of personnel records.

II. Access

Access to personnel records should be restricted to employees and to those with designated authority to review the records, such as a supervisor, department head, or HR representative. An employee may request to review or copy information from his or her personnel files. Such inspections shall be made in the Human Resource's office by appointment at a mutually convenient time after the request of the employee. This same policy shall apply with respect to the inspection of relevant payroll records and insurance records of the individual employee. If employee desires, during such inspection, a fellow employee may accompany them. Copies of such documents will be provided to the employee upon request to the extent they are relevant to the processing of any pending grievance that employee has. Personnel files are the property of the City of South Fulton.

Employee Authorization

If an employee wishes to grant a designated representative access to the employee's human resources records, including personnel records, disciplinary records, benefit program records, and medical records, the designated representative must present a written authorization signed by the employee that clearly and specifically describes the records the representative may inspect or copy.

III. Confidentiality

Employees whose jobs provide access to personnel records shall follow the policies and procedures specific to their position for confidential information found in the personnel records and not release it to any person who does not have authorization to receive it. Employees shall not use confidential information of other employees for personal reasons.

IV. Categories of Personnel Records

The Human Resources Director and Department Head shall be responsible for the

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preparation, maintenance, security and disposition of any and all types of records and documents relating to personnel activities and functions regarding individual employees including, but not limited to, the following categories:

1. Personnel folders for each employee (i.e., records related to personally- identifiable information, such as name, date of birth, home address, emergency contact, social security number, records covering employment, position classification, wage or salary, employee relations, performance management, training, organizational development, attendance and paid time-off usage, etc.)
2. Copies of payrolls and related correspondence
3. Classification and compensation
4. Salary rates and classes
5. Personnel transactions
6. Attendance and leave
7. Recruitment, examination and certification*
8. Appeals/ Hearing minutes
9. Medical records' file (medical certifications, physician statements, and related information that describe the health and medical history or condition of an employee or an employee's family members)
10. Disciplinary records (e.g., written warnings, reprimands, notices of suspension, etc.) *
11. Performance Improvement Plans*
12. Communications regarding an employee's return to work from an extended leave*
13. Other (e.g., performance evaluations, etc.)

*Such records, if created by or submitted to the Department, should be forwarded to the Human Resources Director for inclusion in the Personnel File.

RELIGIOUS ACCOMODATIONS

Number: 113-18

I. Statement of the Policy

The City prohibits unlawful discrimination based on an employee's religious beliefs and will provide reasonable accommodation for employees' religious beliefs, observances, and practices in accordance with applicable law when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the City.

II. Applicability

This policy and procedure shall apply to all City employees, including employees occupying temporary, seasonal and part-time positions. This policy and procedure in no way gives any employee a property interest in employment with the City.

Any employee who perceives a conflict between his or her job requirements and a religious belief, observance, or practice should bring the conflict and his or her request for

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accommodation to the attention of their supervisor and HR to initiate the accommodation process. Requests for a reasonable accommodation should be made in writing and, in the case of requested schedule adjustments, as far in advance as possible.

I. Procedure

An employee may request a religious accommodation by:

1. A written request to the Department Head and HR;
2. Submitting the request for an accommodation to his/her supervisor or Department Head; and
3. If requested, providing documentation to support the request.

Whenever possible, requests for accommodation should be made at least 30 days in advance of the desired accommodation. The City is not required to provide an accommodation if it is not aware of the employee's need and desire for accommodation.

II. Discussion

Reasonable accommodations are determined, identified and implemented using a collaborative process. HR and the employee's supervisor will engage in an interactive process with any employee seeking a religious accommodation to discuss conflicts between religion and work and to act to provide a reasonable accommodation for the employee's needs.

Following receipt of the request for accommodation, the supervisor or Department Head will:

1. Discuss the request with the employee; and
2. Where it would assist accommodating the request, discuss the basis of the employee's request with others.

III. Documentation

In addition to submitting the written request, it is the responsibility of the employee to provide requested documentation to support the request. The supporting documentation requested may vary depending on the nature and extent of the accommodation requested.

IV. Analysis of Job/Position or Performance of Job Responsibilities

Departments will attempt to accommodate requests for accommodation, balancing the request to accommodate the employee's religious practices with the needs of the department and work unit. In determining whether to approve the request for accommodation, the employee's supervisor or Department Head, in consultation with the Human Resources Department, will:

1. Identify the essential functions or primary work-related duties of the individual's position;
2. Assess the impact of the requested accommodation on the performance of the essential functions of the individual's position and the operation of the department or unit; and

3. Assess the potential issues posed by the request, such as impact on other employees.

V. Analysis of the Request for Accommodation

Reasonable accommodations are determined on an individual basis, and may include, but are not limited to, providing an employee leave for religious observances, providing a time and/or place to pray, and/or providing the flexibility to wear religious attire. Other examples of accommodating an employee's religious beliefs include scheduling changes, voluntary substitutions of shifts or hours with a supervisor's or Department Head's approval, job reassignments, and lateral transfers.

The following factors are among those to be included in the individualized assessment of a request for religious accommodation:

1. Nature of the accommodation requested
2. Duration of the request
3. Alternative accommodations
4. Financial impact
5. Impact on the operation of the department, division or unit
6. Ability of the individual to perform essential functions of the position, if the accommodation is granted
7. Other related factors

If the employee is working during certain hours only as an accommodation of the requirements of his/her sincerely held religious beliefs or practices, that employee is not entitled to any premium wages or premium benefits that would apply ordinarily.

VI. Notification and Implementation of an Accommodation

The employee making the request for an accommodation will be notified by his/her supervisor or Department Head of the determination and, if granted, of the type of accommodation. The Department Head and/or supervisor will help make an agreed-upon workplace accommodation effective. Before any request for accommodation is denied, the supervisor or Department Head shall consult with HR.

VII. Resolving Disagreements

In the event an employee's request for religious accommodation is denied or the employee disagrees with the supervisor's/Department Head's proposed accommodation, he or she may contact HR for assistance.

VIII. Recordkeeping

Documentation related to an employee's religious accommodations request, including the request for accommodation and any other information, will be shared only for authorized department or unit business reasons and will be maintained in the employee's personnel file.

SOCIAL MEDIA

Number: 114-18

I. Statement of the Policy

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

In general, the City views social networking websites, e.g., Facebook and Twitter, personal websites, and blogs positively and respects the right of employees to use them as a medium of self-expression. However, the use of these types of websites can impact both the City and employees alike. Therefore, the City has created this policy to establish its expectations for employee use of these types of websites.

II. Applicability

This policy is meant to apply to social networking sites; personal websites; blogs; photo, video and file sharing sites; podcasts; as well as bulletin boards and comments posted on other websites. For ease of reference, this policy refers to all types of websites generically as “social media websites”. The absence of an explicit reference to a specific website is not meant to limit the application of this policy. Where no policy or guideline exists, employees should use their responsible judgment and take the most prudent action possible. You should consult with your supervisor if you are uncertain about any of your activities on a social media website.

III. No Interference with Job Duties

As set forth in the City’s Use of Technology Resources Policy, the City’s internet and computer resources are provided to employees to allow them to complete their job duties, and should be used for business purposes only. As such, the City does not allow personal use of social media websites using City computers, equipment, or networks or at all during an employee’s work time.

IV. Use Outside of Work

Employees may use social media websites during their personal time outside of work and without the use of City computers, equipment, or networks. Employees must be aware, however, that information they display on the internet reflects not only on them, but could be associated with the City as well. Therefore, employees are expected to follow these guidelines when using any social media website:

A. Employees who wish to identify themselves as employees of the City on any social media website must first obtain written permission from the City Manager. After receiving permission, employees must place a disclaimer in their profile, post, or publication which clearly states that any and all opinions or views expressed are those of the employee and not the City.

B. Employees should use their best judgment and discretion when posting material and information online.

C. Confidential and proprietary information of the City is not to be discussed or referred to by employees on any social media website, even in private messages between site members who have authorized access to the information.

D. Employees are responsible for reading, knowing, and complying with the Terms of Service of the social media websites they use.

E. Employees are expected to always to comply with the laws regarding copyright, trademark, and plagiarism. Posting of someone else’s work without permission is not allowed.

STANDARDS OF CONDUCT

Number: 115 -18

I. Statement of the Policy

All employees of the City are expected to 1) perform their job duties to the best of their ability and in accordance with City expectations, 2) adhere to acceptable business and ethical principles in matters of personal conduct, and 3) to exhibit a high degree of personal integrity and professionalism at all times. Failure to comply with these standards may constitute grounds for disciplinary action or dismissal.

II. Standards of Conduct

All employees are expected to maintain acceptable standards of conduct and efficiency in the performance of their work.

All employees are expected to maintain minimum standards of conduct both on and off duty to:

1. Promote impartial, objective, and effective performance of their duties;
2. Avoid activities that are adverse to the City's interest or that adversely affect the City's reputation;
3. Ensure safe and efficient operations; and
4. Encourage a high degree of confidence in and support for City operations.

Other standards of conduct are established throughout this manual. Standard Operating Procedures (SOPs) may be established and published by departments as operations deem necessary. Moreover, generally accepted standards of conduct shall apply even where not specifically stated. Failure to abide by any standard of employee conduct may result in disciplinary action, up to and including termination.

The City expressly reserves the right to discipline employees for reasons not specifically listed in this policy. The City also reserves the right to discharge at-will employees with or without cause and with or without notice, for any reason provided only that it is not an unlawful reason.

WORK WEEK, WORK PERIOD, AND PAY PERIOD

Number: 116 -18

I. Statement of Policy

The purpose of this policy is to identify and differentiate the City's standard work week, work period for certain staff, and standard pay period.

II. Standard Work Week

The City's standard work week is seven (7) days beginning 12:00 a.m. Monday and ending 12:00 a.m. the following Monday. This standard work week applies to all employees except sworn law enforcement and fire protection employees (as discussed below in Section IV).

The applicable Department Head or other supervisor will assign employees to a 40-hour work schedule or shift for the work week. However, sworn law enforcement and fire

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protection employees may be assigned to work schedules that coincide with their applicable work periods. Employees working alternate schedules or shifts or who desire to explore the possibility of working an alternate schedule or shift should refer to the City's Flextime and Telecommuting Policies for guidance.

All employees are expected to be at their desk or designated work area at the start of their scheduled shift, prepared to begin work.

Supervisors will schedule meal and rest periods as appropriate. The City complies with Federal and State laws in this regard. Please see the City's Meal and Rest Breaks Policy for further details.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in total hours that may be scheduled each day and week.

III. Work Period for Sworn Law Enforcement Officers and Fire Protection Employees

The work period for officers of the Police Department who are eligible under the Fair Labor Standards Act (29 U.S.C. § 207(k)) to accrue compensatory time shall be a 168-hour, 28-day work period (84 hours bi-weekly).

The work-period for fire protection employees of the Fire Department who are eligible under the Fair Labor Standards Act (29 U.S.C. § 207(k)) to accrue compensatory time shall be a 212-hour, 28-day work period (106 hours bi-weekly).

The 28-day work period begins 12:00 a.m. Monday and ends 12:00 a.m. the fourth Monday thereafter. The City standard work week (set forth in Section II above) shall apply to all other civilian personnel within the law enforcement and fire departments.

Eligible sworn law enforcement and fire rescue department employees who work more than the hours scheduled in their respective work-period, may earn overtime and/or accrue compensatory time as outlined in the City's Overtime and Compensatory Time Policy.

IV. Standard Pay Period

The City's standard pay period is the combination of two (2) consecutive standard work weeks. To the extent required by law, other pay periods may be utilized.

WORKERS COMPENSATION

Number: 117 -18

I. Statement of Policy

It shall be the policy of the City to provide medical care and indemnity compensation to employees injured or disabled on the job or who may suffer an occupational illness. The availability of injury related leave and compensability of any claim and/or occupational

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illness shall be in accordance with the Georgia Workers Compensation Act and City Mayor and Council approved policy.

II. Background and Applicability

This policy shall apply to all City employees, officers, directors, agencies and departments. This policy shall not apply to City retirees and/or independent contractors.

III. Background

The City's Workers' Compensation Plan is administered and managed by Risk Management (Finance Department).

IV. Definitions

- A. Affected Employee: City employee injured and/or disabled as a result of a work-related accident/illness. Injury or illness must be in accordance with the fundamental requirements for coverage under the City's Workers Compensation Plan.

V. General Requirements

The fundamental requirements for an employee injury/illness to be covered under the City's Workers Compensation Plan are: (1) the injury must be the result of an accident, (2) the accident must occur while the employee is in the course and scope of his or her employment, and (3) the accident must arise out of employment. Only injuries/illnesses that arise out of and in the course of employment and that result from work-related hazards or dangers in the workplace will be covered.

VI. Employee Reporting Requirements

Any City employee who may be injured or disabled on the job, or who is exposed to or suffers an occupational illness of any kind, is required to immediately report such incident or condition to his or her immediate supervisor, an agent, or an authorized representative of supervision.

The initial report may be made orally, however a completed Workers Compensation Employee Statement of Injury must be submitted to the Risk Manager within 48 hours after the accident, injury or illness. Failure to submit timely reports may endanger or delay payments to the affected employee.

VII. Notice to Controvert

A claim that fails to satisfy the requirements for coverage under the City's Workers Compensation Plan will be rejected. The employee will be provided with a copy of the "Notice to Controvert," which will also be filed with the State Board of Workers' Compensation. A Notice to Controvert shall provide the employee with notice that the City will not voluntarily commence benefits or authorize certain medical expenses.

VIII. Responsibilities

A. Supervisors

It shall be the responsibility of all supervisors to immediately investigate and report, in writing through their normal channels of authority, any accident, employee injury, or suspected occupational illness involving an employee under his or her direct supervision. The Workers Compensation Employee Statement of Injury form must be completed and signed by the affected employee and his or her immediate supervisor and Department Head. The injury reporting form is available in all departments and on the City Portal.

If at the time of the accident/incident an affected employee is unable to complete the injury reporting form, his or her immediate supervisor shall continue to be required to submit the injury report to Risk Management within the designated timeframe.

B. Finance Department

1. Risk Management is responsible for processing all paperwork, reporting required claims information to the State Workers' Compensation Board, approval of medical treatment, and coordination of employee return-to-work (Modified Duty) activities with the affected employee's supervisor and/or Department Head.
2. Payroll information must be submitted, in a timely manner, to Risk Management to ensure the affected employee receives an indemnity payment at the same time as he or she would normally receive their regular payroll check. It shall be the sole responsibility of the affected employee's user department to immediately notify Risk Management when an employee is off from work due to a work-related incident or injury.
3. The Risk Manager is authorized by this policy to resolve and facilitate the payment of employee indemnity compensation and medical bills. Any payment or award other than for indemnity compensation or medical bills, which is authorized in this policy, shall require the prior review and approval by the City Risk Manager. The Finance Department (Accounts Payable Division) is responsible for issuing checks based on the information transmitted, as described in this paragraph.
4. Risk Management is responsible for providing the City's CFO with an employee injury report which will identify their respective workers compensation claims and claim cost.

C. Employees

All employees are responsible for adhering to the above-stated workers compensation procedures and, subsequent to each doctor visit, updating his or her immediate supervisor as to his or her medical condition and workers compensation return-to-work status. Employees must provide their immediate supervisor and Risk Management with work status documentation after each doctor visit.

IX. Post-Accident/Injury Procedures

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

- A. Posted Panel of Physicians: Employees are eligible for claims consideration for treatment rendered by those medical providers listed on the City's Panel of Physicians. An exception would involve medical treatment provided by a physician as the direct result of a referral from a medical provider listed on the Panel of Physicians. The City's Panel of Physicians will be conspicuously posted in common areas within City buildings and facilities including, but not limited to, designated employee break rooms/kitchens and network copy machine areas. Employees can contact Risk Management for details and additional information regarding the Posted Panel of Physicians.
- B. Medical Transportation: In the event of an emergency, it shall be the acceptable practice to request trained medical assistance, via the calling of emergency 911, to attend to the affected employee. An emergency shall be defined as an unforeseen occurrence or combination of circumstances which calls for immediate action or remedy—pressing necessity or exigency. The payment and/or reimbursement of medical transportation (ambulance) expense will only be acceptable for payment under the City's Workers Compensation Plan in cases where the medical responder and/or EMT deemed it necessary to transport the affected employee.
- C. Dire Emergencies: In an emergency, an employee injured on the job may receive medical treatment at any medical facility. However, if he or she is not hospitalized, upon release from the emergency treatment facility, the employee must be seen at one of the Panel of Physicians medical facilities prior to the start of his or her next regularly scheduled work shift.
- D. Billing: Necessary billing to the City for services rendered will be sent to Risk Management by the authorized treatment facility. The physician or nurse in charge at the medical facilities should be informed by the employee that he or she is a City employee, so that such employee will not be billed personally for services rendered. In a non-emergency situation, the affected employee should contact the Risk Management staff prior to his or her visit to a facility listed on the Panel of Physicians. This practice will allow a representative from Risk Management to contact the applicable medical facility to authorize treatment and insure timely services are provided.
- E. Reimbursement: Employees will be reimbursed for qualified out of pocket expenses where work related injuries are covered under the City's Workers Compensation Plan. Employees will be reimbursed for mileage to and from authorized doctors, hospitals, etc. Employees will also be reimbursed for required prescriptions, medical aids, etc., as prescribed by an authorized treating physician and paid for by the employee. Mileage forms are available from the Risk Management staff. The mileage rate for Workers Compensation reimbursement is set by the State Workers Compensation Board. Employees shall save all prescription receipts and turn into Risk Management for reimbursement.

X. Injury Leave and Lost Time

- A. Injury Leave: Injury leave may be granted to the affected employees only in cases where the employee's injury has been designated a catastrophic injury, as defined by State Worker's Compensation Law. Injuries must arise out of and in the course of employment as defined by law. Injury leave may be granted only upon written recommendation of the Department Head, reviewed by the Risk Manager, and approved by the City Manager. Injury leave shall not be extended beyond the seven-day waiting period. A physician's certificate must be furnished for all injury leave requests. If injury leave is approved, an employee may utilize their paid accrued leave or remain on leave without pay for the duration of the approved injury leave.
- B. Compensable Injuries: Compensable injuries shall be handled in the following manner: As per the State Workers Compensation Act, an employer is not required to pay indemnity benefits (wages) for the first seven days of lost time. The employee shall be required to select the method of leave to be used to provide his or her compensation for the first seven (7) days of lost time. The employee may elect to use either leave without pay (LWOP) or his or her available leave. After the first seven days, the employee shall receive Workers Compensation benefits only, which would total approximately two-thirds of his or her average weekly wage, not to exceed the maximum Workers Compensation indemnity benefits as governed by the State Board of Workers' Compensation.

Time expended for authorized doctors' appointments shall not exceed two hours, and shall be absorbed by the employee's user department. Authorized doctors' appointments in excess of two hours for special tests will also be absorbed by the user department.

All time away from work due to a job-related injury must be authorized, in writing, from one of the approved treating facilities or from their referrals. All excuses will have an arrival and departure time to allow the department to monitor the actual time an employee is at the authorized treating facility.

Departments will send time sheets/records with attached authorized medical excuses to the Workers Compensation Division, to the attention of the Risk Manager. Employees must note on the time sheet/record under Injury/WC, the hours used due to a medical appointment. Medical time (MT) should be noted beside the hours used as a result of a compensable job-related injury. Employees must have a doctor's excuse from an authorized treating facility to accompany each MT notation on the time sheet/record; otherwise, the leave will be charged to his or her personal leave time or leave without pay.

An employee who is treated by an authorized treating physician prior to/or after the employee's work day or on the employee's off day is not entitled to compensatory time.

- C. Second Job: An employee who is injured on the job while employed by the City,

and who is placed on a “no” work or “limited” work status by the authorized treating physician, shall not work a second job.

- D. Treatment of Choice: Nothing in this procedure shall abridge the right of an employee to seek medical attention at any facility of his or her choosing. The employee shall, however, be personally responsible for the payment of any charge resulting from the medical treatment provided. The City shall not be financially responsible for any unauthorized treatment.
- E. Treatment No-Show: Failure by an employee to report for a scheduled doctor’s appointment may result in the loss of his or her workers compensation benefits. It is the responsibility of the employee to pay for any charges for a no-show office visit. Employees’ refusal to accept and/or cooperate with doctors’ recommended rehabilitation can result in the suspension or reduction of compensation benefits.
- F. Post-Doctor Visit Updates: An employee shall update his or her supervisor and the Workers Compensation Division as to his or her work status following each doctor’s visit, and provide the work status documentation to their immediate supervisor and Risk Management.

XI. Return to Work (Modified/Transitional Duty)

- A. Limited and Regular Duty: Immediately upon an employee’s release by his or her authorized treating physician to return to work, whether to limited or regular duty, it shall be his or her “sole” responsibility to notify his or her immediate supervisor and Risk Management. Contact and emergency information for Risk Management is provided on the Notice to all City Employees (posted Panel of Physicians).
- B. Modified/Transitional Duty: In cases where an employee is released to return to work, with work limitations, his or her authorized treating physician will be provided and required to complete a Modified/Transitional Duty “Physician’s Approval Form.” This document will provide specific details regarding the employee’s work limitations, projected time frame for release to regular duty and any physician’s comments. Upon approval by the authorized treating physician, the employee will be notified by his or her supervisor that a temporary modified/transition duty position is available and the date and time on which he or she is expected to return to work.
- C. Modified/Transitional Duty is designed to provide “temporary work assignments” for employees released by their authorized treating physician, for return to work with specific work limitations. These modified/transitional duty positions are temporary and will not “transition” into full-time, regular appointed positions. Employees on modified/transitional duty shall be assigned and perform specific duties in compliance with all work restrictions established

by his or her authorized treating physician. An employee's refusal of "Suitable Employment" in a temporary modified/transitional duty position can result in the suspension or reduction of his or her compensation benefits.

WORKPLACE DISCRIMINATION AND HARASSMENT

Number: 118 -18

I. Statement of Policy

The City is committed to a work environment that promotes equal employment opportunities and is free from unlawful discriminatory and retaliatory practices, including unlawful harassment.

It is illegal and against the policy of the City for any person to harass, threaten or intimidate another employee based on their race, color, religion, gender, disability, national origin, age, genetic information, or other protected characteristic or conduct. The City will not tolerate conduct that constitutes unlawful harassment by its employees.

II. Summary

It is illegal and against the policy of the City for any person to harass, threaten or intimidate another employee based on their race, color, religion, gender, disability, national origin, age, genetic information, or other protected characteristic or conduct.

Any employee who believes that they have been the subject of such harassment must report the alleged act immediately to their immediate supervisor, or to any supervisor in their chain-of-command. In addition, any employee may report such acts directly to the City Manager or his or her designee, a Department Head, the Human Resources Director, or the City Attorney, without any adverse consequence for violating the chain-of-command.

Allegations of abuse or harassment committed by an employee against a citizen, program participant, vendor, visitor to the City or member of the public must immediately be reported to the Human Resources Director. A complaint will be immediately investigated by the Human Resources Department in conjunction, where appropriate, with legal counsel, or other parties deemed necessary and appropriate.

Any supervisor, agent or employee, who has harassed another based on their race, color, religion, gender, disability, national origin, age, genetic information, or other protected characteristic or conduct, will be subject to appropriate disciplinary action, up to and including termination.

III. Definitions

Conduct in violation of this policy includes, but is not limited to, the following definitions:

A. Unlawful Harassment

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

1. Unlawful harassment can include, but is not limited to, creating an intimidating, hostile or offensive working environment for another based on one's race, color, religion, gender, disability, national origin, age, genetic information, or other protected characteristic or conduct.
2. Unlawful harassment includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:
 - a. Submission to such conduct is made, directly or indirectly, a term or condition of a person's employment, or
 - b. Submission to or rejection of such conduct by a person is used as the basis for employment decisions affecting the person.
 - c. Unlawful harassment can include, but is not limited to:
 - i. Verbal Harassment - Sexual innuendo, sexually suggestive comments, jokes and/or teasing of an unwelcome nature, discussing sexual exploits, or continued requests for social or sexual contact.
 - ii. Physical Harassment - Unwelcome contact, touching or impeding movement.
 - iii. Visual Harassment - Unwelcome, derogatory or sexually suggestive posters, videos, cartoons, drawings, pictures, photographs, documents, writings, electronic mail, staring or leering.
 - iv. Sexual Favors - Unwanted sexual advances conditioning an employment benefit on an exchange of sexual favors.
 - v. Unwelcome – used in the sense that the offended employee did not solicit or incite the conduct and regarded it as undesirable or offensive.
 - vi. Hostile/Offensive Working Environment – determined based on the particular circumstances, but shall include severe or pervasive written, verbal, or physical conduct directed toward an employee on the basis of one's race, color, religion, gender, disability, national origin, age, genetic information, or other protected characteristic or conduct.
 - vii. Reasonable Person/Victim Standard – based on the victim's perspective, as long as that perspective is reasonable. In determining whether sexually offensive or other unlawful harassing conduct has occurred, it is no defense that the alleged harasser did not intend to harass. It is the impact on the complainant, not the intent of the alleged harasser that must be evaluated. It is not a requirement that the complainant be the intended target of the offensive conduct.

Witnessing offensive behavior between other employees may be grounds for complaint.

IV. Supervisor/Management Responsibility

- A. Conduct of a harassing nature by a supervisor is particularly unacceptable and will not be tolerated. Supervisors are strictly prohibited from making any employment decision, directly or indirectly, based upon submission to, or rejection of, a request for a sexual favor. Supervisors are also strictly prohibited from engaging in any conduct that could reasonably be construed by another employee as threatening, offensive or intimidating to constitute a hostile working environment in violation of this policy. Any supervisor who engages in such conduct shall be subject to disciplinary action, up to and including termination.

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- B. It is the responsibility of each supervisory and management level employee of the department to maintain a workplace free of sexual and other unlawful harassment. This duty includes discussing this policy with all employees and assuring them that they are not to endure insulting, degrading or exploitative sexual or unlawful harassing treatment in violation of this policy, and to report perceived violations of this policy to the Human Resources Director or other representatives of the City as identified in this policy.
- C. Any supervisor who retaliates against an individual or a witness for exercising their right to report sexual or other unlawful harassment shall be subject to severe disciplinary action, up to and including termination.

V. Employee Rights and Responsibilities

No employee who, in good faith, exercises their right to make a complaint of sexual or other unlawful harassment will be subjected to any retaliatory act or incur any penalty or adverse consequence. Unlawful harassment in the workplace will not be tolerated and employees who believe they have experienced such harassment, or have witnessed the harassment of another, have an obligation to report such unlawful conduct immediately.

VI. Employee Reporting Procedure

- A. Employees who believe they have been subjected to sexual or other unlawful harassment, or believe they have witnessed such conduct, must report this immediately to their immediate supervisor, other supervisor(s) in the chain-of-command and the Human Resources Director.
- B. Any reported allegations of harassment or retaliation will be investigated promptly and thoroughly, and the ongoing investigation shall be confidential, to the extent permitted by law.
- C. It is extremely important that any unlawful harassment be reported immediately. Failure to report conduct in violation of this policy, or a delay in the reporting of same, may impede the City's ability to implement preventive or corrective measures when appropriate.
- D. Any employee who interferes with or intimidates an individual or witness for exercising their right to report sexual or other unlawful harassment shall be subject to severe disciplinary action, up to and including termination.

The City encourages any employee to raise questions they may have regarding discrimination, retaliation or harassment with the Human Resources Department.

WORKPLACE VIOLENCE AND ANTI-BULLYING

Number: 119 -18

I. Statement of Policy

The City is committed to providing all employees with a healthy and safe work environment. The City seeks to provide a work environment that minimizes workplace violence and bullying. Violence in the workplace poses a threat to the safety of employees and

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the public and affects employee morale and productivity. All employees are responsible for minimizing workplace violence. The procedures that accompany this policy are designed to minimize the threat of violence in the workplace, without restricting appropriate public access to City employees and facilities, and provide guidelines for responding promptly and effectively to workplace violence.

The City will not tolerate acts and behaviors that are likely to result in workplace violence and bullying. The City will also ensure that procedures exist to allow complaints of workplace violence and bullying to be dealt with and resolved within the City, without limiting any person's entitlement to pursue resolution of their complaint with the relevant statutory authority.

II. Background and Applicability

This policy applies to all City officials, employees, volunteers and contractors. It applies during normal working hours, at work related or sponsored functions, and while traveling on work related business.

III. Overview and Definitions

The City will not tolerate acts and behaviors that are likely to result in workplace violence and bullying, which may include, but are not limited to, abusive language, hitting or shoving, threats of bodily harm, threats or violence arising out of sexual or racial harassment, brandishing of an object which may be used as a weapon, insubordination, the sending of threatening, harassing or abusive e-mail and faxes, using the workplace to violate protective orders, and stalking.

Other terms relevant to the City's Workplace Violence and Anti-Violence policy and implementing procedures include the following:

- A. Threats of Violence: Actions or words that could be construed by a reasonable person as expressing an intent to cause another individual physical harm. Such behavior may be verbal or non-verbal, and may include intimidation, harassment, and/or coercion.
- B. Acts of Violence: Any act of violence as established by the criminal laws of the State of Georgia, City, or any city therein, including but not limited to, assault, battery and stalking.
- C. Workplace Violence: Any intentional act that inflicts, attempts to inflict, or threatens to inflict bodily harm on another person or that inflicts, attempts to inflict, or threatens to inflict, damage to property, whether committed by a City employee or by anyone else and which occurs in a City workplace, at a City site location or while an employee is engaged in City business.
- D. Workplace: All City property and any other locations where City employees are performing their job duties.
- E. Bullying: Unwelcome or unreasonable behavior that demeans, intimidates or humiliates people either as individuals or as a group. Bullying behavior is often persistent and part of a pattern, but it can also occur as a single incident. It is usually carried out by an individual but can also be an aspect of group behavior. Examples:
 - Verbal Communication- abusive and offensive language; insults; teasing; spreading rumors and innuendos; unreasonable criticism; and trivializing of work and achievements
 - Manipulating the work environment- isolating people from normal work

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- interaction; excessive demands; and setting impossible deadlines
- Psychological manipulation- unfairly blaming for mistakes; setting people up for failure; deliberate exclusion; practical jokes; belittling or disregarding opinions or suggestions; criticizing in public

F. **Mobbing:** A particular type of bullying behavior carried out by a group rather than by an individual. Mobbing is the bullying or social isolation of a person through collective unjustified accusations, humiliation, general harassment or emotional abuse. Although it is a group behavior, specific incidents such as an insult or a practical joke may be carried out by an individual as part of mobbing behavior.

IV. Reporting and Investigating

All employees shall promptly report workplace violence or bullying to their supervisors and/or Department Head in accordance with the City's procedures. In an emergency, employees may report workplace violence to supervisory or managerial level employees other than their own supervisors. Upon receipt of a report of workplace violence or bullying, the supervisor and/or Department Head shall immediately refer the matter to the Human Resources Director for investigation. In addition, where it is an employee's supervisor or Department Head who has engaged in threatening, violent, intimidating or other abusive behavior, the employee does not have to report the behavior to their immediate supervisor or go through their supervisory chain of command. Rather, in such a circumstance, an employee is specifically authorized to bypass his/her supervisor (and supervisory chain of command) and report such conduct or behavior directly to the Human Resources Director.

It is the Human Resources Director's responsibility to oversee the investigation of all reported incidents involving workplace abuse, intimidation, or violence and report findings to the Department Head (or his/her designee) who shall take immediate action as appropriate. Such investigation shall commence as soon as practicable and supervisors and Department Heads are required to take reasonable steps to protect the alleged victim(s), including, but not limited to, separation of the alleged perpetrator(s) and victim(s). It is expected that Department Heads and supervisors will not impede in the process of the investigation. Any attempts to hinder the investigation may result in disciplinary actions, up to and including, termination.

V. Victim(s) of Violence and Bullying

Any employee who feels he or she has been victimized by bullying and/or workplace violence is encouraged to report the matter to his or her supervisor or Department Head or to the Human Resources Department. Where appropriate, an investigation will be undertaken and disciplinary measures will be taken as necessary by the Department Head or his or her designee.

VI. Disciplinary Action

Disciplinary action for violations of this policy and procedure shall be taken by the violator's Department Head. Violations of this policy and procedure rising to the level of criminal acts shall be turned over to the proper law enforcement agency. In addition, violations of this policy may cause the violator to be immediately removed from the workplace.

While the City encourages all employees to raise any concern(s) under this policy and procedure, the City also recognizes that intentional or malicious false allegations can have a serious effect on innocent people. Any individual who knowingly falsely accuses another of a violation will be disciplined in accordance with the City policies and procedures up to, and including, dismissal.

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CITY OF SOUTH FULTON MANUAL



200 EMPLOYEE RELATIONS

These policies do not create a contract of employment. Employment for non-classified employees remains “at will”.

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City of South Fulton | March 22, 2022

I. Statement of Policy

This policy governs personnel administration, transactions and procedures within the City concerning disciplinary actions taken for cause against classified employees.

II. Definition and Applicability

All persons employed by the City shall be on an at-will basis provided, however, City employees will be afforded the opportunity to participate in a grievance procedure as set forth in this manual (see Grievance Policy): provided further that Police Officers who have not yet attained the rank of Major or higher and Firefighters who have not yet attained the rank of Deputy Chief or higher will be subject to a merit system as set forth in this policy (City Code Sec. 1-6001).

All employees have the right to appeal disciplinary demotions and suspensions without pay to the Department Head and Human Resources Director by completing an appeal form within ten (10) business days from the date of being notified of the disciplinary action. Department Heads that report to the City Manager, may appeal to the Hearing Officer. The disciplinary action may be upheld, reduced, or reversed and will be final.

Only regular appointed employees in the classified service are entitled to appeal terminations to the Hearing Officer. "Classified" is an employee whose retention in the service has been confirmed by the Department Head and the Human Resources Director, upon completion of his/her probationary period of employment with the City. A regular appointed employee who may be serving in a higher class, either temporarily or because of a probationary appointment, shall not have the right to appeal any actions taken with respect to the temporary or probationary appointment until such time they have reached classified status in the position.

- I. Any City classified employee who has been dismissed, , for cause, , shall have the right to appeal such action to the Hearing Officer. The grounds for appeal to the Hearing Officer shall be limited to those cases wherein the employee alleges that the action taken was prohibited by applicable law. **Format.**

ACTION	USE	APPEAL ELIGIBLE
Verbal Counseling	A private discussion between a supervisor and employee.	No
Written Warning	A written warning/admonishment from the supervisor to the employee. The supervisor, Department Head, and Human Resources Department should be involved at this level.	No

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Performance Improvement Plan (PIP)	Review period for a specified amount of time, generally 90 days, to ensure that performance deficiencies are understood and that management is coaching the employee to improve. Requires coordination with Human Resources.	No
Demotion	Reduction in rank or classification consistent with deficiency of the violation. This is not an option for probationary employees. Department Head and Human Resources should be involved at this level.	Yes
Administrative Suspension w/ pay	Relief from duty for a specified amount of time. Department Head and Human Resources should be involved at this level.	No
Suspension without pay	Relief from duty for a specified amount of time. Department Head and Human Resources should be involved at this level.	Yes
Termination	Involuntary separation of employee from City employment. Department Head, Human Resources, and City Attorney (as applicable) should be involved at this level.	Yes

An employee can initiate an appeal by filing an appeal form with the Human Resources Department, in writing, within ten (10) business days from the date of being notified of the disciplinary action. Appeal forms not filed with the Human Resources Department within ten (10) business days will be deemed untimely and the right to appeal will be denied. In terminations the Human Resources Director shall not forward untimely appeals to the Hearing Officer. The Department Head concerned shall notify individual employees, in writing, of their appeal rights under this regulation, as applicable.

An appeal hearing is a quasi-judicial proceeding and the rules governing such hearings are contained in the Human Resources policies, procedures and applicable laws. Additional rules, other than written housekeeping rules governing the appeal hearing, that coincide with the Human Resources policies, procedures and applicable laws and that were in effect at the time of the disciplinary action, limiting or expanding the requirements of appeals hearings, may only be instituted by amendments to the Human Resources policies and procedures.

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The Hearing Officer is authorized to issue ground rules to govern appeal hearings. Such rules shall serve as guidelines for all participants in appeal hearings. Such rules shall be in writing, indicating the date of adoption, and maintained by the Human Resources Director and made available for inspection upon request. Any ground rule established to govern appeal hearings may only be applied prospectively to appeal hearings if the applicable rule(s) was in effect at the time the disciplinary action on appeal was taken.

Appeal hearings are to be held at City Hall and are governed by the Georgia Open and Public Meetings law and are public meetings until the Hearing Officer goes into executive session for purposes of deciding the appeal. The hearing is intended to receive evidence either to refute or to substantiate the specific charges that have led to the appeal. It shall not be a forum for discussion of extraneous or irrelevant matters having no bearing on the charges at issue. All parties at action and witnesses shall be given ample time and opportunities to develop points, subject to the rules outlined herein.

During the hearings, the Hearing Officer and the Human Resources Director, unless s/he is the Department Head in the appeal, shall not be advocates for or against either party. The Human Resources Director and/or his/her staff are, however, permitted in any case to testify about matters within their knowledge concerning the rules, policies and procedures of the City. It shall be the duty of the Hearing Officer to be impartial in its conduct and rulings, both on and off the record.

All questions relating to admissibility of evidence or other legal matters shall be decided by the Hearing Officer. Appeal hearings shall follow accepted legal procedure insofar as is practicable, but strict adherence to the technical rules of evidence observed in courts of law is not required. The Hearing Officer may listen to admissible hearsay testimony and may accept depositions and affidavits, if such testimony is material and relevant to the issues.

II. Termination Hearings

Each appeal shall be heard by the Hearing Officer at the earliest practicable date following the receipt of an appeal request.

The Human Resources Director shall send out a written notice of the time, date and place of the hearing. This notice shall be sent to the Appellant/Employee and/or his/her authorized representative and the Department Head.

The general policy of the Hearing Officer concerning postponements shall be that cases set for hearings will be heard on the dates set, and that postponements will be granted only for good cause shown. Postponement of the opening date of a hearing shall be requested in writing by the moving party and served on the Human Resources Director and each of the other parties in interest. Such requests shall contain detailed reasons and explanation of the reason a postponement is needed and suggest alternative dates for resetting. Except in emergency situations, postponement requests will not be honored if they are not received at least three (3) working days before the date set for the hearing. The Human Resources Director, after consultation with the Hearing Officer and the other parties at interest, shall then take action appropriate to the circumstances involved, including notification to all concerned.

III. Prehearing Conference

The Human Resources Director, at his/her discretion, may arrange a pre-hearing conference between the Human Resources Director (or his/her designee), the Department Head (or his/her designee) and the Employee/Appellant prior to the hearing to consider and determine the following elements:

- Simplification of the issues
- Possible conciliation and settlement without a hearing
- Limitation on the number of witnesses
- Acceptance of evidence of deposition
- Stipulation as to any uncontested facts
- Other matters that may aid in the disposition of the appeal
- Exchange of names of known witnesses

An electronic recording of transactions may be made during prehearing conferences upon request of either party.

IV. Witnesses and Documents

The Hearing Officer shall administer the oath to witnesses. In the event that a pre-hearing conference has not limited the number of witnesses and the number of witnesses asked for seems to be excessive, at the discretion of the Hearing Officer, the party requesting the witnesses may be required to justify the request and the basis for calling excessive witnesses. The Hearing Officer may exclude numerous character witnesses or excessive witnesses testifying to duplicative or identical facts.

The Hearing Officer may cross-examine only those witnesses that have testified for either party in the appeal on matters relevant to the evidence and issues.

The Human Resources Director shall have the power to issue subpoenas for the attendance of witnesses and production of documents and records as necessary. The Hearing Officer shall not consider any testimony or document not admitted into evidence by the Department Head or employee. The parties are required to exchange documents at least ten (10) days prior to the hearing.

V. Counsel or Representation

Employees appearing before the Hearing Officer may, if desired, be represented by legal counsel at their expense, a representative of an employee organization, or they may act as their own counsel and conduct their own hearings. Department Head may be assisted by the City Attorney. The Hearing Officer may be assisted by an attorney not involved in the appeal.

VI. Electronic Recording

An electronic recording shall be made of all appeal hearings by the Human Resources Director. In addition to the electronic recording, a certified Court Reporter may, if desired, be employed by either party at interest, at their expense. Copies may be purchased, if desired.

VII. Order of Hearing

In all hearings, the burden of proof shall be on the Department Head and he/she shall have the right to open and to conclude the hearing. The Appellant/Employee or counsel may cross-examine Department Head witnesses and then present the Appellant's case at the

conclusion of the Department Head's presentation. The Department Head or counsel may cross examine the Appellant and his/her witnesses. After the presentation of all evidence from both parties, the Hearing Officer may hear closing arguments, which shall not be considered evidence, and shall then take the case under advisement and render a decision. The Hearing Officer is not permitted to close a hearing or terminate the hearing recordings until the record is complete with all evidence desired to be submitted by either party and closing arguments have concluded.

VIII. Decisions, Orders, Findings and Conclusions

(1) The Hearing Officer, after reaching a decision in the case, shall prepare an Order ("Order") within thirty (30) calendar days from the date of the final hearing. The Order shall indicate those in attendance at the appeal hearing and their decision to affirm or reverse the actions of the Department Head. The Order shall include findings of facts supporting its decision as to whether the Department Head had authority to exercise such action and did exercise such action for cause within the rules, regulations and policies of the City. If so found, the Hearing Officer shall affirm the action of the Department Head.

(2) In the event that the Hearing Officer finds that the action taken was prohibited by applicable law, the Hearing Officer shall reverse such action. The Hearing Officer shall not modify the terms and conditions of any action of the Department Head, but in its Order of affirmance or reversal may make recommendations of disposition which shall not be binding but have persuasive force only.

(3) The decision of the Hearing Officer in such cases shall be final and conclusive in the absence of an appellate review in the courts (by writ of certiorari). Copies of the Order shall be made a matter of official record and shall be furnished to all parties in interest. A copy of the Order shall be placed in the employee's official personnel file maintained by the Human Resources Department.

(4) In the event the Hearing Officer is unable to make a decision, the Order shall indicate such decision and the appealed action shall stand.

(5) The Hearing Officer may, within ten (10) days from the date of issuance of the Order, modify or revise its former Order to correct any clerical or typographical errors.

IX. Destruction of Obsolete Appeal Recordings

Obsolete electronic recordings of past appeal hearings which are one (1) year old or older may be destroyed unless a request for a copy and/or retention of such recordings has been received from any party in interest during this one-year period.

DISCIPLINE

Number: 201 -18

I. Statement of the Policy

City Code Sec. 1-6001 entitles any regular appointed employee in the classified service to certain rights when they are dismissed, suspended without pay, demoted or otherwise disciplined whereby such employee suffers a loss in salary, grade or classification. Disciplinary action may only be taken against a classified employee "for cause."

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

Further, to ensure the integrity of the City's operations and compliance with the City Ordinance, it is the policy of the City to apply progressive discipline measures in a fair and consistent manner with respect to those employed in the classified service. The City will ensure that progressive discipline is taken in accordance with City policies and standards of performance, including the City Standards of Conduct and City's Code of Ethics, and that progressive discipline is appropriately documented and retained in an employee's personnel file.

The City expressly reserves the right to depart from this policy of progressive discipline and immediately discharge any employee at its sole discretion for conduct that threatens the health, welfare and/or safety of the public or other employees.

II. Background Applicability

This policy applies only to classified employees under the City Code Sec. 1-6001. Information contained herein may be used as a reference when disciplining at-will employees. At-will employees may be terminated at any time and for any reason or no reason at all, with or without advance notice.

III Definition of Cause

As used in this policy and accompanying procedure, the term "cause" means any justifiable, non-arbitrary grounds, good and sufficient reason(s), occasion, motive, or inducement which is offered as the basis for a disciplinary or adverse action against an employee.

IV. Notice of Disciplinary Action for Cause

When a Department Head intends to dismiss, suspend without pay, demote or otherwise discipline a classified employee whereby such employee suffers a loss in salary, grade or classification, the Department Head must give notice to the employee in writing. This writing shall include:

1. Notice of the charges against the classified employee;
2. The effective time and date of such disciplinary action;
3. Explanation of the reasons for the disciplinary action; and
4. Shall give the employee an opportunity to respond orally or in writing to the charges. This writing shall be provided to the employee not less than 24 hours prior to the effective date and time of such disciplinary action.

At a minimum, the notice must provide sufficient information for the employee to understand the factual basis for the disciplinary action and any allegations of misconduct made against the employee; however, such notice shall not be deemed deficient solely because the notice fails to cite or inaccurately cites the discipline policy or procedure.

If an employee contends that the notice does not comply with these requirements, the employee may appeal the disciplinary action on this basis, as outlined in City's Appeals Policy. The Hearing Officer shall allow the Department Head ten (10) days to respond to any appeal

alleging a failure of the notice to conform to the requirements of these rules. The Hearing Officer shall issue a written order of whether the appeal will be dismissed for improper notice. Such order shall become a part of the record of the Hearing Officer's proceedings in the case and shall constitute a final order of the Hearing Officer on the issue of adequacy of the notice required by this section.

V. Types of Offenses, Progressive Discipline and Mandatory Disciplinary Guidelines

Formal progressive discipline may be in the form of an oral or written warning, suspension, or termination. Depending on the nature and severity of the conduct at issue, the City, in its sole judgment, shall apply progressive discipline in any of these forms. The manner in which progressive discipline is applied will depend on the seriousness of the offense. The City expressly reserves the right to depart from this policy of progressive discipline and immediately discharge any employee in its sole discretion for conduct that threatens the health, welfare and/or safety of the public or other employees.

Disciplinary action will be consistent with the nature of the deficiency or infraction involved and with other relevant factors. In reaching a decision as to the level of discipline to be applied, the supervisor should consider such factors as the type and severity of the infraction, the results of the infraction, the employee's work record, prior disciplinary actions, and any mitigating circumstances which may be relevant to the situation.

To ensure consistent application of this policy, the Human Resources Department should be consulted on all progressive disciplines that result in a loss of salary, grade or classification. The Human Resources Director, or their designee, must review any recommendation to terminate an employee to ensure that any required progressive disciplinary steps have been followed and that there is adequate documentation to support termination.

VI. Responsibilities of Department Head and other Supervisors

Supervisors should maintain clear and accurate records of all staff interactions (memos to file, progress notes, etc.) with back-up documentation, as applicable. Informal progressive discipline normally starts with verbal counseling.

The fair administration of progressive discipline rests on the supervisor's careful collection of pertinent facts and consistent application of established policies, rules of conduct and performance standards. While it is not possible to anticipate a response to all types of misconduct or poor performance, the following principles should be considered:

- Initial discipline should be corrective rather than punitive in nature and applied in a consistent manner; and
- Supervisors should help employees understand the Standards of Conduct and other expected standards of performance and provide leadership to encourage them to meet these standards at all times.

Some forms of misconduct or unsatisfactory performance may warrant administrative suspension of the employee pending a review of the matter to determine the final form of progressive discipline, which may include termination.

In order to prepare to meet with the employee, supervisors should review City's Standards of Conduct, Code of Ethics, the employee's job description, and other policies and procedures as appropriate. Supervisors should compare the employee's conduct with established standards and should determine the degree of seriousness of the misconduct. The employee's prior record also should be considered.

All meetings should be conducted in private. At the end of the meeting, the employee should understand why the progressive discipline is needed, the department's expectations for improvement, and the consequences of failing to improve.

Department Head may delegate or permit supervisors and managers to issue warnings, however, suspensions, demotions and dismissals should be ultimately decided and issued by Department Head.

Progressive discipline may also include the use of mandated referrals by Department Head to the Employee Assistance Program (EAP) which provides confidential counseling. Mandated referrals to the EAP are intended to help resolve problems affecting documented job performance/discipline. Failure by the employee to accept the mandated referral and/or failure to cooperate and complete any counseling/treatment may be considered as insubordination. The first EAP session may take place during normal City work hours. Additional sessions must be scheduled during non-work hours.

VII. Forms of Progressive Discipline

A. Verbal Counseling

A verbal counseling is a private meeting between a supervisor/manager/Department Head and employee to advise an employee that his/her conduct/performance does not meet standards and that, unless corrected, further progressive discipline may be necessary. This conversation may be documented on a calendar or via some other method for future reference but may not be documented to an employee's personnel or department file.

B. Written Warning

A written warning is a formal report warranted by failure to meet the City's standards of performance or conduct. A written or final warning also may be used to advise an employee of a continued pattern of unacceptable conduct or performance, including failure to improve following a verbal counseling.

When issuing a written warning, the supervisor must complete a Progressive Discipline Form, with guidance and input from the Human Resources Department as appropriate, specifying the particulars of the pattern of behavior or rule infraction(s), and the consequences for the employee's failure to correct his/her behavior.

The supervisor must discuss the written warning with the employee so that the employee clearly understands the nature of the misconduct or unsatisfactory performance and the consequences of failing to improve.

The employee should sign the Progressive Discipline Form to acknowledge receipt of the written warning. The employee may comment in the space provided or provide a written addendum, if desired. If the employee refuses to sign, the supervisor should add language indicating that the "employee chooses not to sign."

A copy of the Progressive Discipline Form is given to the employee. A copy is maintained in the department's files and the original is sent to the Human Resources Department for inclusion in the employee's personnel file.

C. Performance Improvement Plan

If after a written warning is issued, an employee's performance does not improve or is not corrected, a Performance Improvement Plan should be created. A Performance Improvement Plan is a detailed outline to develop employees who are experiencing performance deficits in several areas of their job responsibilities and should last at least thirty (30) days. Performance Improvement Plans are required for deficiencies in the following Articles, but not limited to:

- Art. 1. Absenteeism and Tardiness
- Art. 9. Housekeeping Violations
- Art. 10. Inefficiency and Incompetence
- Art. 11. Insubordination, Paragraphs B and C
- Art. 12. Loafing

The Performance Improvement Plan should state the areas of concern, the desired behavior, and an action plan. The document should be signed by the Department Head, supervisor, and the employee. The supervisor should meet with the employee on a weekly basis to review the progress and provide additional guidance. There must be a formal follow-up no more than 90 days after the Performance Improvement Plan is initiated to provide the employee with closure on whether or not the improvement level was achieved to a satisfactory level. If a satisfactory level of performance is not achieved, the progressive discipline process will continue.

Although Department Heads and/or supervisors may choose to implement Performance Improvement Plans at other times, this process must be utilized with written warnings and annual performance ratings of less than "Satisfactory".

Supervisors should consult with their Department Head and the Human Resources Department if they plan on issuing a Performance Improvement Plan.

D. Administrative Suspension Pending Review

Suspension pending review provides time to evaluate the particulars of serious situations prior to determining the appropriate final form of discipline. These situations include, but are not limited to, fraud, theft, professional misconduct, breach of confidentiality, and substance abuse.

The Department Head or their designees must consult with the Human Resources Department regarding administrative suspensions pending review. Administrative suspensions pending review are paid suspensions and shall last only up to ten (10) working days.

During administrative suspension pending review, the Department Head, in consultation with the Human Resources Department and other key stakeholders, will gather relevant information, review pertinent documents and conduct investigatory interviews, as appropriate.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

E. Suspension without Pay

Suspension without pay is administered as a result of severe infractions of standards of performance or conduct, excessive and/or repeated violations of standards of performance or conduct after verbal counseling, written warnings and/or the failure to improve job performance after placement on a Performance Improvement Plan. A suspension without pay may also be administered as a result of the failure to maintain licenses and/or certifications required by an employee's position. Department Head, or their designees, must consult with the Human Resources Director prior to imposition of a suspension without pay on an employee.

F. Dismissal

Dismissal is termination from employment. It is invoked in situations of gross misconduct or after other progressive discipline measures have failed to achieve the results desired. Department Head or their designees must consult with the Human Resources Department in all cases of possible dismissal of a classified employee. Except in cases determined by the City Charter, the Human Resources Director or his or her designee must review any recommendation to terminate an employee to ensure that any required progressive disciplinary steps, when applicable, have been followed and that there is adequate documentation to support termination. The City Manager may suspend directors or department heads or recommend their termination as set forth under the City Charter and applicable City ordinances, so long as the City Attorney reviews the facts supporting suspension or termination and concurs such action is appropriate before such action is taken.

The City expressly reserves the right to depart from progressive discipline and immediately discharge any employee in its sole discretion for conduct that threatens the health, welfare and/or safety of the public or other employees.

VIII. Active Period for Discipline

Employee discipline remains active, at a minimum, for a rolling 12-month period following the date it was issued, depending on the type of offense and/or level of discipline previously imposed. Any disciplinary infraction shall be treated as cumulative with respect to progressive discipline. All documentation shall be submitted to the Human Resources Department for official record-keeping.

IX. Definitions

A. "Excessive Delay," for purposes of this policy, is defined as including a delay in performing or completing work that is unreasonable, unnecessary and/or unwarranted based on the facts and circumstances at issue.

B. "Sabotage," "Malicious Damage," "Malicious Injury" and "Vandalism," for purposes of this policy, are used interchangeably and are defined as including the willful destruction of City property.

C. "Loafing," for purposes of this policy, is defined as including willful idleness, wasting time or deliberate failure to work on the task(s) assigned.

X. Articles of Discipline

ART. 1. Absenteeism and Tardiness.

- A. Chronic absenteeism, defined as habitual, sustained, confirmed or continued unexcused absence.
- B. Recurring tardiness, defined as habitual, sustained, confirmed or continued unexcused lateness to work without adequate justification.
- C. Unexcused or unauthorized absence on any scheduled workday or during working hours.
- D. Failure to report to work for a period of four consecutive (4) workdays (or shift equivalent) without approval or proper notification.

ART. 2. Accidents, Injuries and Safety Violations.

- A. Failure to report an accident or injury on the job as required by City policy.
- B. Violation of administrative policies, procedures or safety rules where safety of persons or property is endangered.

ART. 3. Conduct and Behavior.

- A. Arrested and/or charged on any felony offense(s), as defined by law.
- B. Convicted in any court of record on any non-felony charge(s) as defined by law, involving a serious misdemeanor charge.
- C. Immoral or indecent conduct which tends to violate commonly accepted standards of decency or morality.

ART. 4. Dishonesty and Ethics.

- A. Engaging in private business activities of a prohibited or unethical nature for profit, either during normal working hours or during non-working hours.
- B. Conflict of interests involving unethical use of official authority, information, or property for personal gain.
- C. Embezzlement or misappropriation of funds.
- D. Acceptance of bribes, gifts or favors intended or designed to influence official actions or decisions.

ART. 5. Drinking and Intoxication.

- A. Reporting for duty or being on duty while using or under the influence of intoxicating liquors or drugs; provided, that for the purposes of this Article, any employee who is tested and has a positive test result for the presence of an illegal drug in the employee's urine or blood, and any employee who is tested and has a Blood Alcohol Concentration (BAC) test equal to 0.02 grams or greater, shall be considered under the influence of the tested substance. While an employee may not be required to submit to a test, signs of being under the influence which would subject one to discipline include, but are not limited to, slurred speech and motor skill impairment.
- B. Excessive public use of intoxicants while off duty resulting in conduct unbecoming a City employee.
- C. Selling intoxicating liquors or drugs on City premises if no arrest is involved.

ART. 6. Fighting.

- A. Fighting or instigating a fight or disturbance while on duty, and/or while on City property, except in self-defense.

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ART. 7. Fraud, Falsehood, Perjury and Malfeasance.

- A. Fraud, falsehood, perjury or malfeasance involving any willful, intentional or deliberate misstatement or concealment of material fact in connection with employment, employment application, work records, responsibilities, reports, investigations or proceedings, or intentional misuse of paid work time or assets. Willfully, knowingly and falsely swearing by a person to whom a lawful oath or affirmation is administered, in a manner material to an issue or point in question in some proceeding.

ART. 8. Gambling.

- A. Unlawful gambling or betting on City premises.

ART. 9. Housekeeping Violations.

- A. Failure or refusal to cooperate in the reasonable care and use of equipment, sanitary facilities and related “housekeeping” tasks on the job.

ART. 10. Inefficiency and Incompetence.

- A. Continued inefficiency or incompetence in the performance of assigned work, based upon written performance reviews and/or other form of written or verbal counseling covering a reasonably demonstrable period of time.

ART. 11. Insubordination.

- A. Intentional disobedience of a supervisor or the requirement of a policy, procedure or rule if such policy, procedure or rule does not already contain a specific disciplinary guideline adopted by the City, assaulting or resisting authority, disrespect or use of insulting or abusive language to a superior.
- B. Failure to carry out orders, failure or excessive delay in carrying out work assignments or specific instructions of superiors.
- C. Intentional misuse of, or failure to carry out policies and procedures governing the official use of City owned or leased equipment and/or systems.
- D. Intentional misuse of City provided internet access, consisting of the accessing, viewing, or downloading of any non-City business related information or material from any website that is pornographic, obscene, or primarily devoted to sex and sexual imagery.

ART. 12. Loafing.

- A. Willful idleness, wasting time or deliberate failure to work on the task(s) assigned.

ART. 13. Mistreatment of Detainees, Employees, Volunteers, Contractors or Citizens.

- A. Verbal abuse
- B. Sexual harassment, as defined in Policy and Procedure 119-18
- C. Physical abuse
- D. Prejudicial Acts and/or harassment as defined in the Equal Employment Opportunity and Prejudicial Acts Policy and Procedure #106-18.
- E. Threats and/or Acts of Workplace Violence or Bullying as defined in the City’s Workplace Violence and Anti-Bullying Policy and Procedure #120- 18

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ART. 14. Political Activity.

- A. Unlawful political activities in violation of City policies

ART. 15. Sabotage, Vandalism or Malicious Injury.

- A. Sabotage, malicious damage or vandalism to City property or the property of other employees.

ART. 16. Security.

- A. Divulging confidential, classified or highly sensitive information without proper authority or for an improper use.
- B. Failure to exercise due care and caution while guarding detainees.

ART. 17. Sleeping on Duty.

- A. Where safety of persons or property is not endangered.
- B. Where safety of persons or property is endangered.

ART. 18. Smoking in Unauthorized Places.

- A. Smoking in unauthorized areas not considered to be dangerous
- B. Smoking in dangerous areas where human life or property is imperiled

ART. 19. Theft.

- A. Actual or attempted theft of City property, tools or equipment or the property of other employees, whether acting alone or in collusion with others.

ART. 20. Vehicles.

- A. Minor violation of traffic laws while operating a City vehicle
- B. Serious violation of traffic laws while operating a City motor vehicle, defined as involving damages of \$200 or more
- C. Use of or knowingly authorizing the use of a City motor vehicle or aircraft for other than official purposes

ART. 21. Failure to secure and/or maintain necessary training, licensing or credentials required by the position.

Art. 22. Miscellaneous.

- A. Violations of City Policies and Procedures and any other violations or actions not specifically enumerated in this manual which impair or reflect adversely upon the integrity, efficiency, good order or operation of any segment of City government.

Depending upon the timeliness and severity of the infraction and the past record of the employee, greater or lesser penalties may be imposed. A combination of infractions may be considered jointly and normally will justify a more severe penalty than a single offense resulting in disciplinary action. Past record may be taken into consideration, but past offenses which did not result in disciplinary action at the time of discovery should not be applied in current disciplinary actions.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

The violations outlined in Articles 1-22 above do not cover every possible type of offense or disciplinary action. Therefore, offenses not listed should be punished with comparable severity to other similar offenses listed.

All notices of disciplinary action taken should be given to the employee in person, if possible. Otherwise, mailing by Registered Mail, Return Receipt Requested, to last known address or service by a Law Officer is recommended.

EMPLOYEE GRIEVANCES

Number: 202 -18

I. Statement of Policy

It is the policy of the City of South Fulton to treat all employees fairly and equitably in matters affecting their employment and to provide employees with an efficient and effective process for resolving workplace issues and disputes. The City's grievance procedure is established to provide a formal, structured process through which employees may voice complaints concerning work-related issues and seek administrative redress for alleged violations, misinterpretations or inequitable applications of City policies, rules, and standards of conduct. An employee has a right to use the grievance procedure without fear of reprisal or retaliation, and the filing of a grievance by an employee will not reflect adversely on the employee's standing or performance.

The objective of the grievance procedure is to settle all grievances between management and employees as quickly as possible and at as low of an administrative level as possible, to improve employee-management relations, assure efficient work operations and maintain employee morale. The City expects employees and management to exercise reasonable efforts to resolve any questions, problems or misunderstandings prior to using the grievance procedure. Employees should pursue, if possible, an informal resolution of their complaints, utilizing all available avenues within their department before filing a formal, written grievance. Department Heads and supervisors are encouraged to work with employees to resolve grievances informally.

Time scales have been fixed to ensure that grievances are dealt with timely, however, these may be extended by the City if necessary. Efforts at informal resolution are unrelated to the formal grievance procedure and do not extend the time limit(s) included in the procedure.

The grievance procedure may be modified or eliminated by the City at any time, with or without prior notice. This procedure is not a guarantee of employment or of any other rights or benefits. This procedure does not create or grant covered employees with a property interest in their employment or tenure rights of any kind and does not constitute a contract of employment, express or implied.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

This policy is not intended to address (1) dismissal or disciplinary matters which are addressed in a separate policy or procedure; (2) disputes of a collective nature which are addressed in a separate procedure; or (3) complaints arising from sexual or other harassment actions covered under the EEOC policies.

II. Background and Applicability

All non-probationary City employees are eligible to file grievances pursuant to this procedure. For purposes of this policy, “employee” does not include elected officials, interns, independent contractors, or volunteers. Review of demotion, suspension without pay, and dismissal actions, as well as any other disciplinary action taken for cause whereby an employee suffers any loss in salary, grade or classification, taken against classified employees pursuant to the HR Policies of the City shall be exclusively within the jurisdiction of the Hearing Officer. This grievance procedure and the ability to file a grievance in no way gives any employee a property interest in employment with the City.

III. Definitions

- A. Grievance: A wrong or hardship suffered, real or perceived, which is the grounds of a complaint. A claim of an individual employee that s/he was adversely affected by a violation, misinterpretation, misapplication, or disparity in the application of a specific rule, regulation, policy, or procedure.
- B. Department Head: The person authorized by law and/or delegated authority to oversee the operations of a department.
- C. Complaint: An expression of grievance, dissatisfaction or concern.
- D. Retaliation: To act or omit to act towards a person in a way which is intended to cause disadvantage to that person because they have made a complaint or may make a complaint.
- E. Supervisory Personnel: For the purposes of this procedure, the term “supervisory personnel” shall mean any regular appointed City employee who regularly directs the work of two or more full-time employees. This test would be met, for example, if an employee directs one full-time and two part-time workers, one of whom works mornings and the other afternoons; or four part-time workers, one of whom works mornings and the other afternoons; or four part-time workers, two of whom work mornings and two of whom work afternoons; and has the authority to hire or discipline employees, or whose suggestions and recommendations as to hiring and disciplinary actions, and as to the advancement and promotion or any other change of status of other employees, will be given particular weight.
- F. Management Personnel: For purposes of this procedure, the term “management personnel” shall include any regular appointed City employee who regularly

engages in any combination of two or more of the following activities: interviewing, selecting, and training of employees; setting and adjusting employees' hours of work; directing the work of employees; maintaining production records for use in supervision or control; appraising employees' productivity and efficiency for the purpose of recommending promotions or other changes in status; handling employee complaints and grievances; disciplining employees; planning the work; determining the techniques to be used by employees in performing their job duties; apportioning work among the employees; determining the type of materials, supplies, machinery, equipment or tools to be used or merchandise to be bought, stocked and sold; controlling the flow and distribution of materials or merchandise and supplies; and monitoring or implementing legal compliance measures.

IV. Rights and Responsibilities

All City employees have the right to:

- Make a complaint to their direct supervisor or HR representative
- Be treated with respect and impartiality and provided with support throughout the grievance process
- Have the principles of procedural fairness observed. This means:
 - Complaints must be fully described by the person filing the grievance
 - The person who is the subject of concern must have a full opportunity to put forward their case
 - All parties to the complaint must have the right to be heard
 - All relevant submissions and evidence must be considered
 - Irrelevant matters must not be considered
 - The decision-maker must be impartial, fair and just
- Investigations and proceedings are conducted honestly, fairly and without bias
- There are no undue delays in investigations and proceedings

It is the responsibility of all parties involved in a grievance to participate fully in the resolution process in good faith. Confidentiality must be respected and maintained at all times within the constraints of the need to fully investigate the matter, subject to any legal requirements for disclosure and consistent with the principles of procedural fairness.

Right of Representation:

Either party to the grievance procedure may have a representative present at all stages of the grievance procedure. Such representative shall be a union representative or attorney. Notice of representation shall be provided to the other party at all stages of the grievance process. The grievant must bear any cost involved in employing representation or in preparing or presenting his/her grievance.

V. Management Rights

Nothing in the grievance procedure set forth herein is intended to limit or modify the existing management right of the City to do any of the following:

- A. Direct the work of its employees as well as establish and revise wages,

- salaries, position classifications, and employee benefits
- B. Hire, promote, transfer, assign, and retain employees within the City
- C. Maintain the efficiency of governmental operations
- D. Determine the methods, means, and personnel by which operations are to be carried out
- E. Discharge, demote, layoff, or suspend an employee for unsatisfactory performance or because of reorganization, lack of work, reduction in force, or position elimination.

VI. Grievable Matters

- A. An employee may file an individual grievance regarding any of the following matters:
 - 1. Concerns regarding the application or violation of City or department rules, regulations, policies or procedures
 - 2. Unsafe, unhealthy or unsanitary working conditions
 - 3. Denials of requests for leave
 - 4. Classification issues related to whether the grievant is working outside of his or her assigned classification
 - 5. Retaliatory actions that result from utilization of the grievance procedure or participation in the grievance of another City employee
- B. The City retains the exclusive right to manage its affairs and operations. Accordingly, matters that are not subject to this grievance procedure include, but are not limited to:
 - 1. Classification-wide title changes or salary grade revisions
 - 2. Revision of classification specifications or employee benefit plans or systems
 - 3. Work activity accepted by the employee as a condition of employment or work activity which may reasonably be expected to be a part of the employee's job duties
 - 4. Performance evaluations or reviews
 - 5. The contents of established personnel policies, procedures, rules, and regulations
 - 6. Disciplinary actions
 - 7. Promotion decisions
 - 8. Layoff because of departmental reorganization, lack of work, reduction in force, or abolishment of position
 - 9. Matters involving employee compensation, wages, salary or other payroll-related issues
 - 10. The hiring, promotion, transfer, assignment, and retention of employees within the City
 - 11. Administrative suspension with pay, during any internal employment-related investigation
 - 12. City actions or inactions as it relates to another employee
 - 13. Violations of Federal, State, or local law
 - 14. Reassignments or job transfers

VII. Grievance Resolution Procedures

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

- A. Grievance forms are available from HR. The Human Resources Department will track all grievances through the grievance process. The grievance form will establish and constitute the official record of grievance by an employee. The form will be appended at each subsequent step of the grievance process.
- B. Each employee who feels aggrieved has a right to present a grievance to appropriate management personnel. All employees will be afforded fair, equitable, and expeditious review of their grievance without fear of any form of punishment, retaliation, or reprisal for such action. Retaliation against an employee who has filed a grievance will not be tolerated. However, change in work assignments or job duties for business reasons does not constitute retaliation.
- C. Should an employee allege that a supervisor has retaliated against him or her for utilizing this grievance procedure or participating in the grievance of another City employee, that employee may provide a written statement describing the perceived retaliation. Should an employee allege that he or she has been or is being retaliated against by the Department Head, that employee may bypass the department staff and submit the grievance and a written statement describing the perceived retaliation directly to HR.
- D. While a grievance is in progress, the grievant is expected to continue to work without interruption, in the performance of all duties.
- E. A separate form shall be required for each individual grievance unless a group grievance is designated at Step 1. Parties of a group grievance forfeit their individual rights to file a grievance on the same issue.
- F. A Request for Determination of Grievability form may be initiated by either the grievant or the Department Head/Supervisor when the grievability of an issue or matter is at question. A determination of grievability can be requested by either party at any time prior to the hearing before the City Manager or his or her designee.
- G. There are five (5) categories of grievances listed on the employee grievance form instructions:
 - 1 Concerns regarding the application or violation of City or department rules, regulations, policies or procedures
 - 2 Unsafe, unhealthy or unsanitary working conditions
 - 3 Denials of Leave of Absence
 - 4 Classification issues related to whether the grievant is working outside of his or her assigned classification
 - 5 Retaliation actions that result from utilization of the grievance procedure or participation in the grievance of another City employee.

The following steps shall govern the processing of employee grievances:

Step 1

An employee who has a grievance shall initially discuss the issue or dispute directly with his immediate supervisor. If the matter itself concerns the employee's immediate supervisor, then the grievance should be taken to the next level supervisor or Department Head.

If the supervisor is unable to resolve the matter at that time, a formal written grievance form should be submitted. Grievances shall be promptly filed. To be considered, a grievance must be filed in writing within five (5) working days of the occurrence/event giving rise to the grievance.

A formal written grievance must contain the following information:

- 1 The date and a brief explanation of the incident or action giving rise to the grievance
- 2 The reason the action is deemed to be inappropriate, impermissible, unjust or unfair
- 3 The remedy or solution sought
- 4 The signature of the aggrieved employee

A. Extension of Time in the Grievance Procedure: Time limit requirements for employees and supervisors who request action on a grievance or departmental response to grievances as specified in this procedure may be extended by agreement in writing signed by the employee and Department Head, and/or the designee any time prior to the deadline. Extension of time forms shall be available from HR. Extensions shall not exceed more than ten (10) days at any given step of this procedure. The original of the extension of time agreement shall be attached to the grievance form, one (1) copy shall be kept by the Department Head and/or designee, one (1) copy shall be given to the employee and one (1) copy forwarded to HR.

VIII. Grievance Review

Step Two – Department Head

The employee should first seek to resolve the issue informally. If unable to do so, the employee should file a written grievance to the Human Resources Director and the Department Head within five (5) working days of the incident or when the employee became knowledgeable of the incident. The Department Head will attempt to resolve the matter and submit a written response to the employee within thirty (30) working days after receipt (10 days at each level- supervisor, mid-manger, Department Head). Note: In public safety departments, it is expected that grievances follow the chain of command.

Step Three – City Manager

If the Department Head is unable to resolve the grievance, or the response is unacceptable to the employee, the employee must, within five (5) working days of receiving the response, present the written grievance to the Human Resources Department for review by the City Manager. Within ten (10) days of receipt of the grievance, the City Manager or his/her designee will investigate the grievance and respond in writing to the employee. The City Manager or his/her designee's decision is final.

Grievance Recommendation Orders:

The City Manager is the final authority for authorizing a Grievance Recommendation Order. Once approved, Grievance Recommendation Orders shall be signed by the City Manager and shall become a matter of official record and subject to the Georgia Open Records Act. Copies shall be furnished to all parties of interest and a copy shall be placed in the grievant's official personnel file.

1. Every Grievance Recommendation Order shall:
 - (a) Contain a summary of the issues raised by the grievant
 - (b) Set forth in writing the decision of the City Manager, the reason(s) therefore, and attach any/all supporting documents
 - (c) Describe in detail the resolution of the City Manager including specific actions and deadlines needed to satisfy recommendation contained in the Grievance Recommendation Order. Grievance Recommendation Orders shall not include any medical or health related documents as attachments except for those orders to be placed in Human Resources Department files.
 - (d) All Grievance Recommendation Orders shall be delivered to the Department Head and the grievant no more than five (5) working days after signature of the City Manager or his/her designee.
2. The department shall comply with the recommendations contained in a Grievance Recommendation Order approved by the City Manager within five (5) working days of receipt. The Human Resources Department shall verify compliance with all Grievance Recommendation Orders.
3. Evidence of default on an approved Grievance Recommendation Order shall be referred to the City Manager or his/her designee for immediate review, disposition and disciplinary action.
4. A Grievance Recommendation Order, once approved or disapproved by the City Manager, shall be final and no further appeals may be permitted.

IX. Conduct of Grievance Step Meetings

Personal face-to-face meetings are required at all steps. The employee and City management may have a representative present at all steps. If the employee is represented by legal counsel, management likewise has the option of being represented by counsel. The parties to the grievance may, by mutual agreement, waive any or all intermediate steps or meetings, with the exception of the initial grievance and reducing the grievance to writing.

At all steps, appropriate witnesses may be asked to provide information. Witnesses shall be present only while providing testimony. Any time spent providing information during the witness's regularly scheduled hours shall be reported and recorded as "Official Leave."

X. Resolution of Grievance by Mutual Consent of the Parties

Any grievance shall be considered resolved at the completion of any step if all parties are satisfied. It is expected that most grievances will be resolved at the first step. However, nothing in this procedure should be construed as limiting the employee's right to exhaust the remedies provided by this procedure.

EMPLOYEE RECOGNITION

Number: 203 -18

I. Statement of the Policy

The City seeks to recognize its employees for their continuous years of service, exemplary contributions to the City and extra efforts that exceed normal job requirements. The City Manager and/or his designated staff shall develop, administer and modify a total rewards compensation system that encourages the City's employees to develop themselves professionally and maximize their potential. The City Manager is authorized to use both monetary and non-monetary means to provide incentives based on individual, group and/or departmental contributions and performance. The City Manager shall include adequate funds, when available, and a methodology for the total rewards compensation program in each annual budget presented for the Mayor and Council's approval. The Mayor and Council shall be provided with a year-end report on the success of the total rewards compensation system each year that such program is in force.

II. Background and Applicability

All current employees are eligible for Employee Recognition awards.

III. Monetary and Non-Monetary Awards

A non-monetary award may be granted to recognize employees for continuous years of service, exemplary contributions to the City and extra efforts that exceed normal job requirements. Non-monetary awards may be awarded by supervisors, department head or the City Manager. Monetary awards must first be approved by the City Council, if the award exceeds 5% of annual salary. Individual and group contributions may be recognized.

IV. Wages and Other Recognition

Any award to an employee will not be used in place of paying wages due to an employee, such as overtime or compensatory time, and is not meant to replace other traditional methods of recognition, but rather to increase options in rewarding and reinforcing employee excellence.

PERFORMANCE MANAGEMENT AND EVALUATION

Number: 204 -18

I. Statement of the Policy

The job performance of all employees will be reviewed periodically to determine if the performance of the employee meets expectations, if salaries should be adjusted, if job

descriptions should be revised, or if jobs need to be reclassified.

A periodic formal performance evaluation is intended to ensure that all employees:

1. Are aware of what duties and responsibilities are expected
2. Understand the level of performance expected
3. Receive timely feedback about their performance
4. Have opportunities for education, training, and development
5. Are evaluated in a fair and consistent manner
6. Have performance goals established.

II. General Provisions

(a) Timing

The performance of employees will be formally reviewed and documented:

1. At the conclusion of any probationary period
2. At least annually for all full-time and part-time employees on the anniversary of hire date or promotion

(b) Performance Discussion

Informal reviews by the supervisor throughout the year are encouraged. The purpose of reviews is to foster communication, assure common understanding of purpose and expectations, and to assist in detecting problems as they develop.

III. Evaluation Process

(a) The Evaluator

No employee should have any doubt as to whom he/she is accountable for his/her work performance at any given time. If the employee has worked in a different position/department or for a different supervisor during the formal evaluation year, the evaluator will consult with the previous supervisor(s) to gain input/information for the evaluation. All aspects of an employee's work performance for the entire year should be included in the formal evaluation.

Department Heads reporting directly to the City Manager will be evaluated by the City Manager. The Mayor and City Council members will collectively evaluate the City Manager. The compilation of the evaluation will be documented by the Human Resources Director.

(b) Performance Evaluation Tool

The supervisor will document the employee's evaluation on the designated Performance Evaluation form or system. Whenever possible, the supervisor should include specific examples to support performance ratings. The performance evaluation should contain an overall rating given to an employee's performance.

An employee may be placed on a Performance Improvement Plan (PIP) for a specified period of time, generally 90 days, for an overall rating falling below "satisfactory" or for any individual item ratings falling below "satisfactory." The purpose of the PIP is to ensure that performance deficiencies are understood, and that management is coaching the employee to improve. If the employee fails to complete the PIP satisfactorily, the employee may be terminated.

All performance evaluation forms and any related documentation shall be included in the official personnel file in the Human Resources Department.

(c) Evaluation Discussion

If possible, the supervisor should give advance notice to the employee prior to his/her performance evaluation discussion. The evaluation discussion should take place in a quiet, uninterrupted environment.

Together, the supervisor and employee will discuss the employee's performance during the review period and will plan for the next review period. The contents of the review should:

- Identify the principal duties of the job and measured results of those duties during the review period
- Review the expectations of the level of performance and the measured results of meeting those expectations during the review period
- Identify and address areas of employee developmental needs
- Develop an action plan for training to improve skills or to learn new skills
- Set goals and objectives for the upcoming year
- Offer advice on career advancement, specialization, and training

The evaluation discussion with the employee may result in agreed-upon plans (i.e. training needs, goals, etc.) that should be recorded on the performance evaluation.

The employee should be given the opportunity to make oral or written comments on his/her performance evaluation.

The employee should be asked to sign his/her performance evaluation. The employee's signature does not indicate agreement with the evaluation but represents an acknowledgement of receipt of the evaluation. Should an employee refuse to sign the performance evaluation, the supervisor should write "refused to sign" on the evaluation with the appropriate date.

The employee should be given a copy of his/her performance evaluation.

(d) Appeal of Performance Review

If an employee disagrees with the supervisor's assessment of his/her performance, the employee may write a letter of explanation stating his/her concerns with the evaluation. Any submission from an employee on his/her performance evaluation will be included along with the performance evaluation in his/her personnel file after the review by the Department Head and the Human Resources Director.

PROBATION PERIOD REQUIREMENTS

Number: 205 -18

I. Statement of the Policy

All new employees hired shall serve a probation period defined by the department. This introduction period is intended, primarily, to allow the City and employee to determine whether the employee can adequately perform in the assigned job position and whether the position is a good fit for the employee.

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This policy also applies when there is a promotion to a higher-level position or transferred to a different position. At the end of the probation period, an employee's performance will be reviewed, and a decision made regarding his or her continued employment or whether an extended probation period is needed. If additional time is needed to evaluate an employee in a position, a Department Head may request an extension of the employee's probation period. Thereafter, employees will receive regular performance feedback as scheduled by the Department Head and Human Resources Director.

II. Probationary Period for Unclassified Employees

Length of Probationary Period — The standard probationary period shall be six (6) months. After completion of the standard probationary period, an employee who is promoted, demoted, or transferred will undergo a six (6) month probationary period upon the change; however, a transfer from a non-sworn to a sworn position is subject to a twelve (12) month probationary period. A probationary period may be waived with the approval of the City Manager.

Evaluation during Probationary Period — The probationary employee will be evaluated at the end of the probationary period. Upon completion of the evaluation, the employee will be notified of the change in status to regular employee, extended probation, or dismissed. It is expected that informal evaluations will be conducted during the course of the probationary period to assess performance and to advise employees of expectations regarding performance.

Extension of Probationary Period — The probationary period may be extended at the Department Head's and Human Resources Director discretion. This is only after an evaluation of the situation, the employee's abilities, and demonstrated potential. Probation extensions may be done upon the recommendation of the supervisor and require approval by the Department Head and Human Resources Director.

Termination of Probationary Employee - A probationary (new hire) employee may be terminated at any time. Newly promoted employees that do not complete their probation in the new position, may demoted back to original position (if available), or given a chance to apply to open positions (if applicable). The relationship with the City of South Fulton is that of an employee-at-will. The job status does not guarantee employment for any specific length of time.

III. Probationary Period for Classified Employees

Upon successful completion of the probationary period, Police Officers who have not yet attained the rank of Major or higher and Firefighters who have not yet attained the rank of Deputy Chief or higher will be a classified employee.

Any individual appointed to a position in the classified service as defined by Ord. 2017-015 Sec. 1-6001, shall complete a probationary period of employment during which he or she must demonstrate to the satisfaction of the Department Head the knowledge, ability, aptitude, and other necessary qualities to perform satisfactorily the duties of the position in which employed. The Human Resources Director, in collaboration with the Department Head may establish the length of the probationary period for any position for not less than three months

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(3), but no more than eighteen (18) months. The probationary period will be the first three (3) months in a position unless otherwise designated by the agency.

Once an individual successfully completes the probationary period of employment, he or she shall gain regular status in that position. Regular appointed, classified status permits the employee additional notice and appeal rights that are not required during the probationary period of employment. During a probationary period of employment, an individual can be discharged without appeal rights if such action is determined appropriate by the Department Head.

Following promotion into a classified position, an employee shall complete a probationary period of employment in the position. The probationary period shall be an essential part of the promotion process during which the employee must demonstrate the capability to perform the duties of his or her new position satisfactorily.

The probationary period generally shall be extended day for day by any time spent on paid leave pursuant to the Time Away for Work Policy and Procedure or in a non-pay status. Time spent in a non-pay status for ordered uniformed service (as defined in the Uniformed Services Employment and Reemployment Rights Act) shall not extend the probationary period.

It shall be the responsibility of the Department Head to determine whether an eligible probationary employee should be granted classified status. Classified status is effective on the calendar date following satisfactory completion of the probationary period of employment. An employee who is not transferred, demoted or separated prior to attaining eligibility for classified status shall acquire classified status. Any employee who has not satisfied the submission of any required license or certificate shall not be released from probation and should not be granted classified status.

If it is determined, prior to the completion of the probationary period, that the employee is not to be granted classified status, the Department Head may (1) demote the employee to a

position equivalent to the last regular appointed status position held or (2) separate the employee from employment as provided in the Separations Policy and Procedure.

An employee shall be notified in writing of failure to attain classified status. A Department Head's decision not to grant an employee classified status may not be appealed.

SEPARATIONS

Number: 206 -18

I. Statement of Policy

This policy governs personnel administration, transactions and procedures within the City concerning employment separations, unless otherwise mandated by law.

II. Dismissal

Classified Employees: A Department Head may dismiss any classified employee for cause, subject to the provisions of the City's Appeals Policy.

- Notice of dismissal shall be provided to the employee in writing and shall include notice of the charges against the classified employee, the effective time and date of dismissal and an explanation of the reasons for dismissal. The notice, which shall offer the employee an opportunity to respond orally or in writing to the charges, shall be provided to the employee no less than 24 hours prior to the effective date and time of the dismissal. At a minimum, the notice must provide sufficient information for the employee to understand the factual basis for the dismissal and any allegations of misconduct made against the employee; however, notice of dismissal shall not be deemed deficient solely because the notice fails to cite or inaccurately cites the Discipline policy or procedure.

At-will (unclassified) Employees: A Department Head may dismiss any unclassified employee with or without cause, subject to confirmation by the City Manager. Written notice of the dismissal shall be provided to the employee to include the effective time and date of the action. Department Heads are encouraged, and it is recommended, to seek advice from the Human Resources Department prior to recommending the dismissal of any unclassified employee.

III. Resignation

A Department Head may accept the written or verbal resignation of any employee at any time. A Department Head must confirm, in writing, the receipt of the employee's resignation and acceptance of the employee's resignation. Upon accepting a written or verbal resignation, the Department Head shall promptly notify the HR Director, in writing, to include the effective date, the reason for the resignation, if available, and other pertinent data. Acceptance of a resignation does not prevent a Department Head from disciplining an employee prior to the effective date of the employee's resignation.

IV. Abandonment of Position

Any employee who is absent from duty for three (3) or more consecutive work days, or equivalent, at shift time without proper notification and authorization shall be deemed to have voluntarily terminated his/her position and shall be separated from the service unless the Department Head acquires knowledge that an employee's leave may be for an FMLA-qualifying reason and/or the employee is unable to contact the City due to medical reasons. Classified employees shall have the right to appeal this action to the Hearing Officer, as provided in the Appeals Policy and Procedure.

V. Reduction in Force

This section shall apply to all regular appointed employees within the classified and unclassified service; however, termination of a grant-funded position shall not be subject to the RIF provisions.

A. In General

1. A reduction in force ("RIF") may be declared by the Mayor and Council for the following reasons: lack of work, lack of funds, a reduction in operational needs, reorganization or, when necessary, to carry out the adopted City budget.

2. A reduction in force is not a disciplinary action and may not be used for the purpose of dismissing or demoting classified employees whose job performance is unacceptable. A reduction in force shall not be used to intentionally alter the demographics of a department or classification based on any legally protected trait or class.

3. Prior to initiating a reduction in force, the City will consider using other means, such as hiring freezes, reduction through attrition, reduced work weeks or other methods to lessen the negative impact of such action, unless the reduction in force is declared due to reorganization.

4. The Human Resources Department will endeavor to place an employee who is being considered for reduction in force into an appropriate vacant position based upon experience and training without going through any recruitment process and without application of the Lateral Transfer Policy. The Human Resources Director, through consultation with the City Manager, is authorized to create a procedure and/or matrix for placement of employees; however, such procedure or matrix may include consideration of seniority. With respect to compensation for employees transferred under this provision, the Human Resources Director has discretion to set salaries using the normal demotion matrix or another process subject to availability of funds. A Department Head who obstructs this process, and/or an employee who fails to report to a new assignment based on the RIF, could be subject to discipline up to and including dismissal.

B. Process

1. It shall be the responsibility of the Human Resources Director, upon recommendation of the Department Head and consistent with this procedure, to define the department, function, division, classification, agency, or any other logical grouping, within which the mechanics of the RIF apply.

2. Within each defined grouping as set forth in subsection (A) above, each affected

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class will be treated separately, and the Human Resources Director shall make every reasonable effort to place employees who have been declared excess or surplus to the needs of any department because of a RIF. If placement of such employees is impossible and layoffs become mandatory, then such employees shall be laid off in the following descending order of priority:

- a. Layoff of non-regular appointed employees
- b. Layoff of regular appointed employees with the least amount of continuous City-wide seniority
- c. If seniority dates of regular appointed employees are identical, then layoff in order of relative efficiency, to be determined by written performance evaluations, appraisals and record of disciplinary actions covering a minimum period of twelve (12) months or longer
- d. If after considering the above, two or more employees are identical, then layoffs will occur in alphabetical order.

C. Notice

If no position is available for placement of an employee subject to the RIF, the HR Director, at least twenty-one (21) calendar days prior to the date of separation, shall notify in writing any employees scheduled to be laid off. Employees laid off because of this provision will not be deemed to have been dismissed for disciplinary reasons, and therefore, will not have any right to appeal the dismissal to the Hearing Officer or Grievance Policy.

At the conclusion of any RIF, the Human Resources Director shall submit a report to the City Manager concerning the outcome of the RIF.

D. Re-Employment Rights

Regular appointed employees who are separated as a result of a reduction in force shall be placed on a Recall List, as defined by the City Recruitment and Selection Policy, for a period of one year. Such employees will be given consideration for future vacancies for which they qualify, provided the position is of an equal or lower pay grade to the position or classification the employee held at the time of the RIF.

Salary rates for rehires shall be implemented consistent with the Positions and Compensation Policy and Procedure.

VI. Administrative Separation without Prejudice

An employee who is unable to perform the essential job duties of his or her position because of a disability, as defined by the Americans with Disabilities Act (the "ADA"), may be separated administratively, without prejudice. An administrative separation without prejudice may be voluntary or involuntary.

An employee is eligible for administrative separation without prejudice if both of the following conditions are met:

1. The employee is unable to perform the essential job duties of his or her position due to a disabling illness, injury or condition; and

2. The employee is not eligible for leave pursuant to the Family and Medical Leave Act (FMLA) Policy and Procedure or is ineligible or has refused to accept a reasonable accommodation offered pursuant to the ADA.

Human Resources will review medical documentation provided by the employee's medical provider to determine whether the employee has a medical condition or impairment that meets the definition of disability under the ADA.

An administrative separation without prejudice is not a disciplinary action and therefore may not be appealed to the Hearing Officer. An administrative separation without prejudice also is not grievable. Administrative separations without prejudice shall not adversely affect any payments or benefits to which such employees may be entitled under the Workers' Compensation Laws of the State of Georgia.

VII. Death

Department Heads shall report promptly to the Human Resources Director the separation of any employee due to death and the date of such death.

VIII. Break in Service

For purposes of implementing Georgia Act No. 302 and Georgia Act No. 303, enacted on May 7, 2013, "break in service" shall mean any separation from employment with the City, whether voluntary or involuntary, and shall be limited to termination without reinstatement by the Hearing Officer, retirement, resignation, administrative separation and/or separation resulting from a RIF. The break in service is effective immediately at the time of one of the above employment actions.

CITY OF SOUTH FULTON MANUAL



300 PERSONNEL ADMINISTRATION

These policies do not create a contract of employment. Employment for non-classified employees remains “at will”.

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City of South Fulton | March 22, 2022

I. Statement of the Policy

It is the policy of the City that employees meet punctuality and attendance standards in accordance with the expectations of their job positions and applicable law. In addition, as a public agency, the City has a responsibility to our citizens to ensure that taxpayer funds are used appropriately, and that we are working as efficiently, effectively, and productively as possible on their behalf.

If employees are unable to report for work on any day, they must call and/or email their supervisor at least two hour(s) or as soon as practical thereafter, before the time the employee is scheduled to begin working for that day. The City may inquire about the general reason for an absence or tardiness. Unless extenuating circumstances exist, employees must call in on each day they are scheduled to work but will not report to work.

Excessive absenteeism or tardiness, which may include but is not necessarily limited to, unplanned absences or tardies that exceed an employee's accrued sick leave and/or last-minute absences or tardies, including no-call/no-shows, may result in disciplinary action up to and including termination, unless the absence or tardiness is legally protected. The following types of time off will not be considered grounds for disciplinary action under this policy:

- Excused time off, including vacation and other forms of paid time off
- Approved leaves of absence, including jury duty leave, military leave, leave protected under the Family and Medical Leave Act or Georgia law, and time off or leave provided under the Americans with Disabilities Act or Georgia law
- Time off due to a work-related injury that is covered by workers' compensation
- Unscheduled absences or tardiness resulting from circumstances beyond the employee's control, including, for example, unexpected school delays or closures and inclement weather that interferes with an employee's ability to arrive to work on time.

Each situation of absenteeism or tardiness will be evaluated on a case-by-case basis. Employees are expected to notify their supervisors in a timely fashion for unscheduled absences to be considered excused.

Generally, absenteeism will be considered excessive when an employee incurs three or more unexcused absences of any length in a rolling 90-day period; however, even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. An unexcused absence may occur whenever a supervisor does not accept as reasonable an employee's explanation for an unscheduled absence or occasion of tardiness. However, a supervisor may only designate an unscheduled medical-related absence as unexcused after consulting with the Human Resources Department. Upon determining that an unscheduled medical-related absence will not be excused, the supervisor shall notify the employee in writing that the absence was not excused and that it will be submitted as leave withoutpay.

An employee is deemed to be tardy whenever he/she fails to report to work more than ten (10) minutes past his or her scheduled start time. Excessive tardiness occurs when an employee is tardy three or more times during a rolling 90-day period. The City will not subject employees to disciplinary action or retaliation for an absence or for tardiness that is legally protected. If the employee believes that his or her absence or lateness to work is legally protected, the employee should notify his or her supervisor or manager of this fact at the time of the absence or tardiness. Employees will not be required to reveal the nature of any underlying medical condition to their supervisor or manager. If an employee believes he or she has been mistakenly subjected to disciplinary action for an absence or for tardiness that the employee believes is legally protected, the employee should promptly discuss the matter with his or her manager or Department Head. If the employee believes the matter has not been resolved by their manager or Department Head, the employee should contact the Human Resources Director. In addition, for FMLA and ADA-related matters, the employee should contact the Human Resources Department. Please see the City's FMLA Policy, ADA and Reasonable Accommodations Policy for further information.

Non-exempt employees who arrive after their scheduled start time but within the ten (10) minute grace period may, at the discretion of the Department Head, be allowed to make up time or required to use available vacation or sick time (as applicable) as a replacement for salary. Making up time is a privilege granted where good reason is provided. A request to make up time should be made in writing to the Department Head and include an explanation of the circumstances contributing to the tardiness. Generally, make up time must be completed within the same work week.

Absent extraordinary circumstances or a legally protected reason, if an employee fails to report to work for a period of four (4) days and the absence is not approved nor has the employee provided proper notification to their supervisor, the City will consider the employee to have abandoned and voluntarily terminated his or her employment.

Responsible Use of Sick Leave

In addition, as a public agency, the City has a responsibility to our citizens to ensure that taxpayer funds are used appropriately, and that we are working as efficiently, effectively, and productively as possible on their behalf. For that reason, the City takes seriously the inappropriate use of sick leave, which is essentially a misuse of public funds. Misuse of sick leave may constitute an attendance issue giving rise to discipline. The Department Head or his or her designee is authorized to discipline an employee for unscheduled sick leave usage as described in the Sick Leave Abuse and Prevention Policy 322-18.

Supplemental Procedures

Each department should develop and maintain its own supplemental written time and attendance procedures to address issues unique to the department that are not included in these procedures. Issues that should be addressed in such departmental procedures include, but are not limited to, the procedure for requesting use of vacation leave and other paid or unpaid time off and the notification procedure when an employee will be absent due to illness or unexpected emergency.

In addition, law enforcement and public safety departments are allowed to develop,

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adopt and enforce more stringent time and attendance standards and/or procedures as deemed necessary for their operation. Any time and attendance procedures so adopted must be in writing and reviewed by the Human Resources Director, City Manager and other key stakeholders, as applicable prior to implementation.

CHILDREN AT WORK

Number: 301 -18

I. Statement of Policy

The presence of children in the workplace with the parent/guardian during the employee's workday is inappropriate and is to be avoided. This policy is established to avoid disruptions in job duties of the employee and co-workers, reduce property liability, and maintain the City's professional environment.

If bringing a child to work with the employee is unavoidable, the employee must obtain written permission from their supervisor/manager to have the child accompany the employee while working.

Factors the supervisor will consider are:

- how long the child needs to be present
- the work environment in the employee's area
- any possible disruption to the employee and co-worker's work

A child brought to the workplace in unavoidable situations will be the responsibility of the employee and must always be accompanied and under the direct supervision of the employee.

CRIMINAL BACKGROUND CHECK

Number: 302 -18

I. Statement of the Policy

A criminal background check will be conducted at or prior to employment for every individual who is employed by the City to fill either a full-time, part-time, seasonal or temporary position within the City. The City will consider job duties, among other factors, in determining what constitutes satisfactory completion of the background check. All information obtained as a result of a background check will be used solely for employment purposes.

It is the intent and purpose of this policy to (a) assist the successful reintegration of formerly incarcerated individuals back into the community; (b) to enhance the health and security of the community by assisting people with criminal records to provide for their families and themselves; and (c) to ensure that just and fair measures are implemented and practiced within the City of South Fulton when screening and identifying prospective employees who may or may not have criminal records.

II. Background and Applicability

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

This policy shall apply to all City departments and agencies unless herein or otherwise exempt. To the extent that it may conflict with Georgia law, Georgia law shall govern.

III. Fingerprint and Records Check

The City may require a fingerprint and records check of any applicant who has accepted an offer of employment. Prior to conducting any fingerprint and records check about an applicant, the City shall provide standard written notification advising the applicant that, upon his or her written consent, the City will conduct such an inquiry.

The Department Head of the hiring department shall make a final hiring or promotion decision after reviewing the results of the fingerprint and records check and consulting with the HR Department and/or other key stakeholders, as applicable. If after conducting a fingerprint and records check the Department Head makes an adverse employment decision including, but not limited to, the refusal, rescission, or revocation of a conditional offer of employment, or termination of employment, the City must, within a reasonable period of time but not to exceed thirty days:

1. Notify the applicant of the adverse employment decision
2. Provide the applicant with a photocopy of the results of the criminal history inquiry, indicating the particular conviction(s) that relate(s) to the position's responsibilities
3. Take any additional steps as may be required by applicable law

Applicants that desire to contest their report may do so through a process determined by the requesting agency. The process may include comparing fingerprint records, as applicable.

IV. Factors for Consideration

The City recognizes the Equal Employment Opportunity Commission's guidance that exclusionary employment policies should be job related and consistent with business necessity to avoid potential disparate impact. For these reasons, the City conducts criminal background checks targeted to consider the following factors:

- The nature and gravity of the offense
- The amount of time elapsed since the date of offense
- The nature of the position being sought in relation to the offense

V. Confidentiality:

Any information obtained by the City that pertains to an applicant's criminal history:

- Shall remain confidential
- Shall only be shared with individuals that have a need to know the contents for the purpose of evaluating candidates or employees in a manner consistent with this policy, except as dictated by law
- Shall not be used, distributed, or disseminated by the City for any use other than those permitted under this policy

- Shall not be used, distributed, or disseminated by the City to any other entity or individual, except as dictated by State or Federal law.

VI. Prohibition Exceptions

The prohibitions of this policy shall not apply to any position, including any law enforcement, public safety, legal, judicial or municipal court positions, for which any Federal or State law or regulation requires the consideration of an applicant's criminal history for the purposes of employment, provided the exemption is limited to those offenses or types of offense that Federal or State law or regulation requires the City to consider. The prohibitions of this policy also shall not apply to any positions designated by the City to participate in a Federal or State government program or obligation that is designed to encourage the employment of individuals with criminal histories.

VII. Administration of Background Check Policy and Procedure

The Human Resources Department is responsible for the administration of this policy. Questions regarding this policy or background checks that are not addressed in this policy, may be directed to HR.

VIII. Initial Application of Employment and First Interview

The City shall not make any inquiry regarding an applicant's criminal history during the application process or before or during the first interview. If a Department Head does not conduct an interview, the Department Head is prohibited from making any inquiries or gathering any information regarding the applicant's criminal convictions during the application process. If an applicant voluntarily discloses any information regarding his or her criminal convictions by unsolicited written or oral disclosure prior to or during the first interview, a Department Head may discuss the criminal convictions disclosed by the applicant.

IX. Second Interview

Although criminal history inquiries are permitted as of the second interview and beyond, the City shall not require any applicant to disclose or reveal:

- Any arrest or criminal accusation made against the applicant, which is not pending against that person and which did not result in a conviction
- Any records which have been erased, expunged, the subject of an executive pardon, or otherwise legally nullified
- Any juvenile adjudications of delinquency or any records which have been sealed

X. Authorization

When a background check is required, applicants/employees must complete the City's background check authorization form. Failure to timely complete an authorization form may result in removal from further consideration and/or termination of employment. Falsification or omission of information may result in denial of employment or discipline, up to and including termination.

I. Statement of the Policy

With the exception of employees appointed to positions by the Mayor and Council, it is the policy of the City that employees may be involuntarily or voluntarily demoted from one job classification or position to another job classification or position in accordance with applicable City policies and procedures, e.g., The Discipline Policy.

II. Background and Applicability

This policy generally applies to all City employees. This policy does not apply, however, to employees occupying positions to which appointments are made directly by the Mayor and Council.

III. Demotion Defined

A demotion for performance is the appointment of an incumbent employee to a classification or position of a lower pay grade than the employee's current job classification or position for reasons of performance (involuntarily or voluntarily).

IV. Demotion Approval

A demotion can be voluntary or involuntary and may occur at the request of the Department Head or at the request of the employee. A demotion can be within the same department or in another department. If more than one department is involved, however, approval of both the losing and gaining Department Head, as well as that of the Human Resources Director, is required.

V. Reasons for Demotions

The reasons for demotion may include, but are not limited to, the removal of higher level duties and responsibilities, the inability of an employee to assume or perform the duties of his/her position, and/or reduction in force. In addition, an employee may be demoted for disciplinary reasons.

VI. Effect on Compensation

An employee who is demoted for performance will typically receive a reduction in pay in an amount determined by the Human Resources Director and based on budget availability. The demoted employee's salary rate for the lower position must fall within the minimum and maximum rates of the assigned pay grade for the lower position.

Applying and transferring to a new position in a lower-level job classification, may or may not result in a salary reduction, if the employee's salary falls within the minimum and maximum range of the assigned pay grade for the lower position.

VII. Appeals

A classified employee who is involuntarily demoted for cause shall have the right to appeal, as provided in the Appeals Policy.

I. General Expectations

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times. Projecting professionalism is important for City employees. Whether your job responsibilities place you in direct contact with elected officials or the public, you represent the City with your appearance as well as your actions.

Generally, the City has a business professional dress code and employees are expected to wear business professional attire to work at all times. Business professional attire includes dress pants, suits, dresses, skirts, sweaters, blouses, collared shirts, or uniform clothing as required by the department. Shirts must be tucked in and clothing must fit well, be clean, and properly pressed.

Uniformed employees must wear the designated uniform when reporting for work and shall ensure that it fits well, is neat, clean, and properly pressed. The official designated uniform may not be intermixed with other clothing. Employees wearing uniforms off duty are bound by the same high standards and policies as if on duty.

II. Casual Fridays

Unless otherwise directed by the City Manager, employees may wear casual attire on Fridays. This policy does not apply to employees who are required to wear designated uniforms unless the City Manager authorizes otherwise for "Special Occasions." Acceptable attire for casual Fridays include jeans, khaki pants, City logo sweatshirts or collared shirts, dresses, skirts, mid-calf dress Capri's (not form fitting) and office-appropriate sandals. All clothing worn on Fridays must fit well, be clean, and properly pressed.

III. Inappropriate Dress

The following clothing items are **not** appropriate at any time: shorts, halters, tank tops, mini dresses, spaghetti strap tops, leggings of any kind, jeans/khakis with holes, cargo pants, overalls, jogging suits, low neckline front or back, sheer clothing, clothing that is too tight or too short, flip flops and slippers, sandals with no strap, Crocs of any kind or clothing/hats that have inappropriate words, pictures, scenes, etc., that would be disruptive to the work environment.

All decisions about whether an employee is appropriately dressed for work shall be made by the Department Head in his or her sole discretion. Employees considered not appropriately dressed, may be required to leave work to change into the appropriate attire. Employees will be required to use their own leave time while they are away from work to change clothes.

EMPLOYMENT OF RELATIVES

Number: 305 -18

I. Statement of the Policy

The City discourages nepotism, but does not prohibit the hiring of qualified applicants who are relatives of current employees. The City also encourages collegial relationships, but discourages relationships that could disrupt the work environment or lead to an actual or perceived conflict of interest.

II. Offer of employment to relative

Prior to extending an offer of employment to the relative of any current employee or elected official, a Department Head must submit a written request for approval to the Human Resources Director. All requests for approval of the appointment of a relative must be accompanied by documentation that demonstrates that the relative is the person best qualified to perform the work required by the position. If the Human Resources Director disapproves of a request to appoint a relative, then the requesting Department Head may appeal to the City Manager, whose decision will be final. Department Heads are responsible for ensuring that this procedure is followed when hiring the relative of a current employee. Department Heads who extend job offers to relatives of current employees without the approval of either the Human Resources Director or City Manager may be subject to disciplinary action by the City Manager.

III. Employment of relatives within the same department

Notwithstanding Section (II) above, no individual shall be hired, promoted or permitted to transfer into any position where the Department Head or someone who will be in the employee's direct chain of command is a relative. Pre-existing employment relationships falling within the purview of this paragraph will be permitted to continue; however, that exception does not apply to reemployment, promotions, demotions, reassignments, and lateral transfers that occur after the effective date of this policy. Moreover,

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relatives shall not work for the same direct supervisor without the prior approval of the Human Resources Director. An employee must notify the Human Resources Department, in writing, whenever a promotion, demotion, reassignment or lateral transfer of an employee would result in a violation of this paragraph.

IV. Restrictions on supervisory relationships between relatives

No individual shall be hired, reinstated, reemployed, transferred, promoted, demoted or assigned to any position that is under the direct or indirect supervision or control of a relative. "Supervision" means the authority to direct, control, and/or participate, either directly or through chain of command, in decisions concerning or affecting the terms and conditions of an individual's employment. "Terms and conditions of employment" include but are not limited to appointment, salary, hours, shifts, transfers, assignments, leave approval, working conditions, performance evaluations, promotions, training, classification, retention, evaluation, demotion, discipline and all other job-related opportunities and privileges. An employee must notify the Department Head, in writing, whenever a promotion, demotion, reassignment or transfer of the employee would result in a violation of this paragraph.

V. No influence by relatives

No employee shall initiate, participate in, or exert any influence on any personnel action which may directly affect the employment status of a relative. No employee shall select, advocate or recommend (either orally or in writing) a relative for appointment, employment, promotion, or advancement to any position with the City. Referring a relative for consideration for appointment, employment, promotion, or advancement to a position, including forwarding or distributing resumes or applications on behalf of a relative, is also prohibited.

VI. Disclosure required

All applicants for employment with the City are required to disclose the names of any relatives currently employed by the City on the application for employment. Should an Department Head extend an offer of employment to a relative of a current employee, it is the responsibility of the applicant to fully disclose the relationship to the Department Head before the offer of employment is accepted. The intentional failure to disclose a relative relationship constitutes a violation of this policy and may be grounds for rescission of the offer of employment, non-selection and/or discipline, up to and including termination.

VII. Changes in status

It is the responsibility of every employee to keep his or her Department Head informed of any changes relevant to the Employment of Relatives Policy and this procedure. Failure to timely report such changes may result in disciplinary action up to and including termination. Employees within the same department who become related through marriage shall notify their Department Head, in writing, within five (5) business days.

The Department Head, in consultation with the Human Resources Department, shall determine whether a supervisory relationship exists between the employees and, if appropriate, make such changes as are necessary to prevent and/or remedy any violations of this policy. Both employees will be permitted to retain their positions within the department provided that one is not under the direct or indirect supervision of the other. If one employee is under direct or indirect supervision of the other, the Department Head shall consult with the

Human Resources Department to identify alternative arrangements for reporting, evaluation, assessment, and supervision.

Such arrangements may include, but are not limited to, the transfer of supervisory authority, restructuring of job duties or reporting relationships, assignment to a new shift, or reassignment of one of the employees to another division within the department. When alternative arrangements within the department cannot be made or are not practical for business reasons, the matter shall be referred to the Human Resources Director who shall make every reasonable effort to facilitate the transfer of one of the employees to a comparable vacant position in another department. If a position in the same job classification is not available, the Human Resources Director may offer the employee a transfer to a vacant position in another classification for which the employee is qualified.

In the absence of an agreement which is satisfactory to all affected parties, the employee with the lower pay grade, or, if the employees are of the same grade, the employee with the least amount of active creditable service shall be transferred. All transfers are subject to approval by the Department Head of the receiving department who may, at his or her discretion, choose to interview the employee referred for transfer. Any action that results in movement to a position assigned to a lower salary grade, that results in a reduction in salary or compensation, shall not be considered disciplinary in nature and shall not be subject to appeal to the Hearing Officer. Should the employee subject to transfer decline the offer to transfer to an available position, the Department Head, in consultation with the Human Resources Director, is authorized to take appropriate action to resolve the violation of this policy.

VIII. Definitions

For purposes of this HR policy, "relative" is defined as an individual's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, common-law spouse, domestic partner, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, foster parent, foster brother, foster sister, fiancé, fiancée or legal guardian. The term "relative," as used in this policy, also includes relationships between individuals who are in a consensual romantic or sexual relationship, regardless of whether they are cohabitating.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Number: 306 -18

I. Statement of the Policy

It is the policy of the City to fully comply with the Family and Medical Leave Act (FMLA) to provide eligible employees with leave for qualifying reasons and to assure those employees that they will be able to return to work into the same or an equivalent position with all of the same benefits, pay, terms and conditions of employment as provided by law.

It is further the policy of the City to comply fully with each and every requirement of

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the Family and Medical Leave Act.

II. Eligibility

To be eligible for FMLA benefits, employees must have (1) worked for City for a total of at least 12 months, which need not be consecutive as defined by applicable law; (2) worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) worked at a location where at least 50 employees are employed by the City within 75 miles, as of the date the leave is requested.

Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify, they should contact the Human Resources Director or his/her designee.

III. Methods and Amount of Leave Available

(1) Amount of Leave Available as Family and Medical Leave

The maximum amount of FMLA Leave will be 12 work weeks in any 12-month period when the leave is taken for (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for the City and are eligible for leave under this policy, the spouses will be limited to a total of 12 work weeks off between the two of them when the leave is for bonding leave or to care for a parent using family care leave. The applicable "12- month period" utilized by the City is a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.

The maximum amount of FMLA for an employee wishing to take military caregiver leave will be a combined leave total of 26 work weeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the City and are eligible for leave under this policy, the spouses will be limited to a total of 26 work weeks off between the two when the leave is for military caregiver leave only or if the leave is for a combination of military caregiver leave, military emergency leave, bonding leave and/or family care leave taken to care for a parent.

IV. Required Use of Paid Leave Time

The City requires employees to utilize any comp time, vacation, sick, and/or holiday leave available prior to being placed on unpaid status during family leave. Employees may also request, in writing, to use their accrued compensatory time and such request will be approved by their Department Head. Employees using paid leave while on FMLA are subject to the policies governing use of paid leave. Any employee who uses any paid leave for medical appointments or recurring treatment may be required to submit reports of attendance at such appointments.

V. Prohibition of Retaliation

The City does not condone, and will not tolerate, any adverse action taken against an employee because of that employee's exercise or attempt to exercise his/her rights under the Family and Medical Leave Act. No employee of the City will be subjected to any adverse action because of that employee's bona fide opposition to or complaint about any alleged unlawful practice under the FMLA. Finally, no employee will be subjected to any adverse action because of giving any information and/or testimony relating to any rights under the FMLA.

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VI. Confidentiality

Documents relating to medical certifications, re-certifications or medical histories of employees or employees' family members will be maintained separately and treated by the City as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel, government officials or the City's legal counsel.

In addition to any other discipline already outlined in this policy, any employee who violates the confidentiality provisions of this policy could be subject to discipline up to and including termination.

VII. Fraudulent Use of FMLA Prohibited

An employee who fraudulently obtains Family and Medical Leave from the City is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the City will take all available appropriate disciplinary action against such employee due to such fraud.

VIII. Additional Documentation and Information

The City's "Employee Rights and Responsibilities" notice provides additional details regarding employee rights and responsibilities under the FMLA. Employees may obtain a copy of the "Employee Rights and Responsibilities" Notice from the Human Resources Department. Employees should contact the Human Resources Department about any FMLA questions they may have.

FITNESS FOR DUTY

Number: 307 -18

I. Statement of the Policy

The City has a strong commitment to providing a safe work environment for its employees and ensuring that each employee can perform the essential functions of his or her position, with or without a reasonable accommodation. In addition, the City is committed to complying with relevant regulations and contractual obligations; protecting the health and safety of the City's employees, customers and the public; protecting and enhancing the City's reputation; minimizing the City's exposure to liability; and improving the City's productivity.

The City is committed to complying with all relevant regulations and statutes. If any portion of this policy is contrary to any applicable law, the City will abide by the applicable law. If applicable State law regarding fitness for duty examinations is more restrictive than Federal law, the more restrictive State law will apply. Disability-related accommodations will be provided regarding fitness for duty situations in accordance with applicable law.

Employees of the City are expected to report for work fit for duty; in the event an employee appears unfit, action will be taken. The nature of that action should depend on the situation. Depending on the facts and circumstances, the employee may be removed from work, and/or given a drug or alcohol test, and/or sent for a job-related fitness for duty examination, and/or placed on Official Leave pending certification that they are safe to resume their job duties. A Fitness for Duty evaluation should not be used as a substitute for standard

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disciplinary measures if discipline is appropriate due to behavior or performance problems that have occurred.

II. Background and Applicability

This policy and procedure shall apply to all City employees. This policy and procedure in no way gives any employee a property interest in employment with City.

III. Definitions

- Fitness for Duty (FFD) Evaluation is defined as an examination performed by a licensed physician, psychologist, psychiatrist or other appropriate health care provider that determines an employee's ability to perform the essential functions of his/her particular job and/or, if circumstances warrant, to evaluate accommodations related to a disability (as defined by law) and/or to determine whether the employee's disability poses a direct threat to the safety of the employee or others.
- Department Head is defined as the person authorized by law or delegated the authority to make appointments to fill positions, and who is the executive head of a department.

IV. Responsibilities

Primary responsibility for fitness for duty rests with each employee. Employees are expected to inform their supervisors of any physical or mental impairment that is affecting their ability to work, including the use of medications that may impair their ability to work. In doing so, employees are not required to disclose a disability that they don't wish to disclose. Instead they should explain how their work safety or work performance is being affected by whatever circumstances exist. Only if employees wish to explain the nature of the disability or seek a reasonable accommodation should they discuss the disability.

Further, subject to applicable law, employees may be submitted to a fitness for duty examination if an observation of an employee's performance or behavior results in a concern regarding the individual's fitness to work that impacts the health and safety of themselves or others in the workplace. For example, a medical examination may be appropriate during employment under the following situations:

1. After observing signs or symptoms indicating that an employee may have a medical condition that impairs his or her ability to perform essential job functions and/or potentially poses a direct threat to the employee or others, which could include some or all of the following signs or symptoms:

- Complaints about behaviors or observed behaviors, involving on-duty conduct, including inappropriate behavior, threatened use of force, inappropriate verbal conduct, or any conduct suggesting an inability to effectively exercise self-control and self-discipline.
- An abrupt or negative change in customary behavior, resulting in an inability to effectively perform the essential functions of the position.
- Observed physical problems that are affecting the ability to perform the essential functions of the job, such as problems lifting, walking upstairs, focusing or talking in a manner that suggests unusual behavior or the effect of a physical or psychological problem.

- Suicidal, homicidal or violent statements or behaviors, or personal expressions of mental instability.
- Unexplained and excessive drowsiness, tiredness, confusion, or hyperactivity.
- Change in behavioral patterns or inattention to personal hygiene or health that affect performance on the job or create problems in interacting with others.
- Inappropriate use of alcohol, medications, or other drugs, including symptoms of illegal drug use.
- Memory loss that affects performance on the job or creates problems in interacting with others.
- A pattern of conduct indicating a possible inability or decrease in ability to defuse tense situations, a tendency to escalate such situations or create confrontations.

2. After receiving reliable information from a credible third party that an employee may have a medical condition that poses a direct threat to the employee or others.

3. Following an employee's return from leave when the City has a reasonable belief the employee may pose a direct threat to his/her safety or the safety of others due to a medical condition.

4. As part of a uniform policy to require fitness for duty certification upon return from a leave of absence related to an employee's own health condition. Return from an FMLA absence will be done consistent with FMLA regulations, but in appropriate circumstances, a direct threat or other permitted medical analysis may be done where it is legitimate to do so under the Americans with Disabilities Act or other applicable law. What the City should do regarding the above circumstances depends on the situation. Depending on the facts and circumstances, the employee may be removed from work, and/or given a drug or alcohol test, and/or a threat assessment may be appropriate, and/or the employee may be sent for a job-related fitness for duty examination, and/or the employee may be placed on Official Leave pending certification that he or she is safe to resume his or her job duties.

It is the responsibility of an employee's immediate supervisor to determine whether there is a need for requesting a Fitness for Duty evaluation, a drug or alcohol test or when there is a threat of imminent danger to the employee or others, which may warrant calling police services via 911. All such calls will be reported immediately to the appropriate Department Head. If a supervisor needs assistance in evaluating a particular situation, he or she should contact the Human Resources Department.

V. Procedures

General Provisions

Required medical examinations will only elicit information necessary to determine whether the employee can perform the essential functions of the job with or without a reasonable accommodation and, in some circumstances, without posing a direct threat to himself/herself or others. The scope of any medical or fitness for duty examination will be limited to the employee's specific limitations or observed behaviors that affect the performance of essential job functions, raise the possibility of potential accommodations and/or pose a direct threat to the employee or others.

Request for Fitness for Duty Evaluation

When conditions warranting evaluation have been identified, the supervisor should, at any appropriate time, describe in a confidential written memorandum, the circumstance(s)

that indicate that the employee's mental or physical fitness may be in question. Supervisors should describe how the employee's ability to perform essential job functions is affected or poses a direct threat by the observed behavior at work. Any written documents from the employee's treating physician(s), psychologist, psychiatrist or other qualified health care provider that the employee has provided should be attached to the memorandum and forwarded to the appropriate Department Head (such documents should not, however, be sent to persons who have no legitimate need to know of such information). This material should be sent in a sealed envelope marked "CONFIDENTIAL MEDICAL INFORMATION".

The Department Head shall forward the supervisor's memorandum and any attachments, along with a transmittal memorandum and a copy of the relevant job description, to the Human Resources Director, in a sealed envelope marked "CONFIDENTIAL MEDICAL INFORMATION."

The Human Resources Director or designee shall be responsible for reviewing the package for completeness and coordinating the necessary arrangements for the evaluation. If the FFD evaluation request is not approved, the Human Resources Director shall notify the Department Head and, where appropriate, the employee.

Notice to Employee of Fitness for Duty Evaluation Directive

Once the determination is made that a FFD evaluation is necessary, the Department Head or his/her designee shall notify the employee, in writing via certified mail, or other appropriate means, that a FFD evaluation is required. The notification shall include reasons for the evaluation. To the degree reasonably possible, it should also specify the date, time and place of the evaluation. The employee may be required to sign a limited medical release for any information obtained during the FFD process at the first FFD appointment. An employee's refusal to sign the limited medical release may result in disciplinary action, up to and including dismissal. In most circumstances, the employee shall immediately be placed on Official Leave with pay pending the outcome of the evaluation.

Fitness for Duty Report

Contents of the report should include the following:

- A statement that indicates whether the employee is "Fit for Duty" or "Unfit for Duty" in his/her present job
- A list of all tests/analyses conducted in the evaluation
- An estimated length of time an employee may be found unfit or fit, and any professional recommendations for accommodations if the situation involves a disability
- An explanation of the specific reason(s) the evaluator reached his/her conclusion.

Note that additional information may need to be provided in the report if the fitness for duty examination deals with a disability and accommodations should be considered or for purposes of determining whether a "direct threat" exists under the Americans with Disabilities Act.

The report from the physician, psychologist, psychiatrist or other qualified health care provider conducting the evaluation shall be sent directly to the Human Resources Director or his/her designee, who shall contact the Department Head to discuss the results. The report will

be placed in a sealed envelope marked "CONFIDENTIAL MEDICAL INFORMATION" and retained in the employee's separate and secure medical file located in HR Department (this document should not be placed in a regular personnel file). This document may only be used or disclosed in legitimate and appropriate circumstances to the extent authorized or permitted by law.

The Department Head or his/her designee shall notify the employee, in writing via certified mail, or by other appropriate immediate means of the results of the evaluation. Depending upon the evaluation findings, one of the following actions will take place:

1. Employees who are found fit for duty shall resume normal job duties immediately.
2. If the evaluation determines that the employee is unfit for duty and is unable to perform all of his/her essential job duties, the Department Head's certified letter to the employee shall include the following, as applicable:
 - a. An explanation that Family Medical Leave Act (FMLA) information and forms are enclosed and that the employee may be eligible and may choose to complete and return the forms to the FMLA leave Administrator or designee;
 - b. An explanation that the employee may request a leave of absence from his/her Department Head in accordance with City policy;
 - c. An explanation that the employee may be eligible for one or more accommodations under the Americans with Disabilities Act (ADA), and that the employee may contact HR for further assistance; and
 - d. An explanation that the employee may be eligible for long- term disability or disability retirement, and that the employee may contact the HR Department for further assistance.

Confidentiality

The sealed Fitness for Duty report shall be placed in the employee's medical file located in the HR Department. The report and any information released to the HR Director or his/her designee shall be confidential and shared only on a "need to know" basis with the Department Head and other officials. Due to the nature of fitness for duty evaluations and the necessity to coordinate such evaluations with the requirements of the Americans with Disabilities Act, the Family Medical Leave Act, Workers' Compensation laws, and other laws, policies and procedures, it is understood that Fitness for Duty evaluation cases should be treated on an individual basis and may involve consultation with the City Attorney, as needed.

Refusal to Undergo Fitness for Duty Evaluation

An employee who refuses or attempts to delay submitting to a Fitness for Duty evaluation may be subject to disciplinary action up to and including dismissal.

FLEXTIME AND COMPRESSED WORK WEEK

Number: 308 -18

I. Statement of Policy

In an effort to foster a working environment that enhances productivity, reduces vehicle emissions, increases employee morale, and enhances recruitment and retention, this policy is intended to provide City employees an opportunity to vary their work schedules, while allowing departments to continue to provide services to citizens and other City departments

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in an efficient manner. These flex-time and compressed work week options shall not reduce the level of service or the hours of operation of any City department. As such, having a flex-time/compressed work week schedule is an employee privilege and not an employee right; it can be granted or revoked at the discretion of the Department Head at any time. An employee may also voluntarily withdraw from the program. Any changes to a flex-time/compressed work week arrangement must be approved in advance by the Department Head.

II. Background and Applicability

All City employees, departments, and agencies may be considered for flex-time/compressed work week options; however, not all employees will be eligible based on departmental operation or functional needs.

This policy applies to employees permitted to work a flex-time or a compressed work schedule. This policy does not apply to requests for a reasonable accommodation. Employees requesting to work a flex-time or a compressed work schedule as a reasonable accommodation should follow the City's procedures on requests for a reasonable accommodation.

III. Definitions

- A. **Flextime:** Workday start and end times differ from that of the workgroup's standard work hours, but the same number of hours per day is maintained.
- B. **Compressed Workweek:** Full-time options that allow employees to work longer days for part of a week or pay period in exchange for shorter days or a day off during that week or pay period.
- C. **Core Time Period:** Established range of time when everyone must be at work with flexibility on either end of the workday. For example, core hours may be from 9:30 a.m. to 2:00 p.m., but employees may start as early as 7:00 a.m. or leave as late as 6:00 p.m.

IV. Operating Guidelines

Regular office hours for most operations are 8:30 a.m. to 5:00 p.m. To ensure availability of personnel in all departments during these hours, each department must provide coverage during this time period by employees with necessary skills.

- The department may cancel the program at any time and revert to the conventional 5-day/8-hours per day/40-hours per week schedule.
- Those who abuse the policy may be removed from the program and scheduled to work a conventional 8:30 a.m. to 5:00 p.m. schedule.
- It is the responsibility of each supervisor to ensure that the policy and operating guidelines are understood and are being met within the work unit. Supervisors are also responsible to ensure that exceptions to the normal work week are recorded as they occur.
- Exceptions to the normal workday or week will be cleared with the supervisors as events occur. Leave, compensatory time or overtime will be accompanied by the normal request authorization and request forms.
- Time reports will be processed in accordance with present procedures.
- Eligibility for the program is determined by the Department Head.
- Once granted by the Department Head, employees adopting flex-time or compressed

work week schedules officially begin working such schedules at the beginning of a standard bi-weekly pay period.

- Employees must submit requests for flex-time or compressed workweek options to their immediate supervisors in writing. Approval or denial of such requests shall also be made in writing. Denials shall state the basis upon which the employee's request has been denied.
- Should the Department Head revoke an employee's privilege to participate in the program, written notice shall be provided to the employee stating the reason for the revocation.
- Whenever possible, changes to employee work schedules under this policy and procedure will be initiated with a minimum two-week notice.

V. Flextime Option: Operating Guidelines

Requests to Work a Flex-time/Compressed Workweek Schedule

- After completion of the probationary period of employment for classified employees or six (6) months of continuous employment for unclassified employees, the City will consider requests to work flex-time/compressed work week.
- All requests to work a flex-time/compressed work week must be in writing on the Flexible Work Arrangement Proposal Form (available from HR and submitted to the employee's Department Head and the Human Resources Department).
- Upon receipt of an employee's request, the City may contact the employee for additional information/ask for an explanation of why the employee's job responsibilities are suitable for a flex-time/compressed workweek arrangement.
- The City will consider requests to work flex-time/compressed workweek on a case-by-case basis taking into account the following factors: operational coverage; core work hours; and any other business reason. The City reserves the right to grant or deny requests in its sole discretion.
- The City may require employees working flex-time/compressed workweek to report to work outside of their customary hours occasionally to attend meetings or for other business reasons.
- The City may require employees on flex-time/compressed workweek arrangement to report to work during certain core business hours.
- The City reserves the right to revoke approval for a flexible work schedule and require the employee to revert to normal work hours at any time.

Flexible Hours for Non-exempt Employees

Non-exempt employees whose requests to work flexible hours have been approved must:

1. Take all meal or rest breaks required by law and City policy
2. Make up any missed work hours in the same workweek in which they are missed
3. Continue to accrue vacation time, sick time or other paid time off in the same manner as under standard work hours
4. Will be paid for all time worked, including payment of overtime for all hours worked as applicable per FLSA

VI. Compressed Work Week Option: Operating Guidelines

- The standard work week is listed in the City's Work Week, Work Period, and Pay Period Policy, with standard operating hours of 8:30 a.m. to 5:00 p.m.
- Eligible employees who work a standard 5-day workweek (Monday to Sunday) may request to work the following compressed work schedule: working ten (10) hours over the course of four (4) working days in one workweek (the "4/10" option)
- The City may designate separate non-standard workweeks for employees working a compressed work schedule. If an employee has questions about which work week applies to him or her, please contact the Department Head
- No full-time employee will be permitted to work a compressed work schedule during any week in which there is a paid City holiday.
- If an employee, whose regularly scheduled workday on a compressed work schedule is greater than eight (8) hours, takes vacation or sick time during a regularly scheduled workday, the employee's vacation or sick time balance will be deducted by the number of vacation or sick hours used, up to the number of hours in the employee's regularly scheduled workday.
- Employees on a compressed work schedule will be paid for any time spent on jury duty according to the City's Time Away from Work Policy. Employees will not be paid for time spent on jury duty during their regularly scheduled day off.

VII. Special Rules for Non-exempt Employees Working a Compressed Work Schedule

- Any changes to an employee's compressed work schedule must be approved in advance by a supervisor.
- Non-exempt employees working on any compressed work schedule continue to accrue vacation time, sick time or other paid time off in the same manner as under standard work hours and will be paid for all time worked, including payment of overtime for all hours worked in excess of 40 per work week.
- Timekeeping: Non-exempt employees who are permitted to work flex-time/compressed work week must comply with the City's applicable Timekeeping Policy and payroll practices. Employees must accurately record all working time within the City's official time and attendance software.

VIII. Administration

The City expressly reserves the right to change, modify or delete the provisions of the Flexible Work Schedule Policy without notice. Each Department is responsible for the administration of this policy with respect to the department's employees. Questions regarding this policy may be directed to the Human Resources Department.

GROUP BENEFIT PLAN

Number: 309 -18

I. Statement of Policy

It is the policy of the City of South Fulton to provide its employees with various insurance, retirement, and medical benefits. The benefits plan is designed to provide a supplemental package of programs which contribute to the physical, mental- health, and well-

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

being of the employee and his/her dependents. The plan is designed to enhance the attractiveness of working for the City and to aid the City's competitiveness in recruitment and retention efforts.

II. General Provisions

Administration

The primary responsibility for the day-to-day administration of the benefits plan shall rest with the HR Director within the limits of these policies and procedures, as well as the actual plan documents that govern the particular benefit. Availability of benefit packages, questions on benefits, and employee discussion regarding benefits can be obtained from the HR department.

Eligibility

Eligibility for health insurance, death benefits, retirement benefits, and supplemental benefits shall include regular full-time employees.

1. Employee contributions deducted via payroll will begin the month of the employee's eligibility.
2. Benefit eligibility will expire at the end of the last day of the month that the employee worked for the City.
3. All employees shall have access to the Employee Assistance Program (EAP).

Qualified Status Changes

Due to the pre-tax nature of many of our benefit plans (including spending accounts), IRS regulations determine when an employee can and cannot make changes to his/her benefit elections after he/she has enrolled (referred to as qualified status changes). Benefit elections that an employee makes remain in effect for the entire plan year, unless the employee has a qualified status change. During the open enrollment period, the employee has the opportunity to change his/her benefit elections for the following plan year.

All paperwork related to changing an employee's benefits due to a qualified status change must be completed within 31 days of the date the status change occurred, and the employee must provide documentation proving the qualifying event, i.e. a marriage certificate). The changes become effective on the date of the qualified change. The following are examples of qualified status changes:

- Loss or gain of coverage through the employee's spouse
- Birth or adoption of a child
- Loss of eligibility of a covered dependent
- Marriage, divorce or legal separation, or annulment
- Death of a covered spouse or child
- Change in employment status

Benefits Continuation

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan for a certain period of time provided by law when a qualifying event would normally result in the loss of eligibility.

Under COBRA, the employee or qualified beneficiary pays the full cost of coverage at the City of South Fulton's group rates, plus any required fees. Certain deadlines and application requirements will apply. Employees may consult the Human Resources Department to apply for COBRA benefits.

I. Statement of the Policy

All City employees who are issued an identification card, must wear, and visibly display their identification card at all times while at work or when conducting City business. This policy is intended to provide for the safety and security of City employees.

II. Background and Applicability

This policy generally applies to all employees of the City, but does not apply to departments which currently require employees to hold an identification card such as Police.

III. Definitions

- A. Employee: For the purpose of this policy, employee shall refer to regular appointed, temporary, part-time, and seasonal employees, including interns.
- B. Identification ("ID") Card: The official City ID for all employees. The ID card will identify the employee's name, department, and position and include the employee's photo. New ID cards will be issued at no cost to new employees and employees who receive a lateral transfer, promotion, demotion, etc. to a different department or different classification.
- C. Official Capacity: Includes any time while at work or any time spent by an employee conducting business on behalf of the City. This also includes wearing the ID card while operating any vehicle owned or leased by the City.

IV. Visibility of Identification Cards

The identification card must be worn in a manner that shows the identification of an employee any time the employee enters a City building, during and after normal working hours. The identification card may be visually inspected by proper authority upon request. City employees may use the identification card outside of the City only for the purpose of identifying themselves as City employees. Security personnel will be responsible for monitoring personnel in the building and safeguarding property in City facilities to ensure the possession of proper identification cards.

V. Lost, Stolen or Damaged Identification Cards

If an employee's identification card is lost, stolen or damaged, the employee must immediately report the lost, stolen or damaged identification to their immediate supervisor who shall immediately notify the Department Head and the City Police Department with a request for issuance of a replacement identification card. A fee of no more than \$10 may be assessed to replace all lost, stolen or damaged cards for replacement for non-public safety employees. ID cards that are replaced due to normal wear and tear and name change will not be assessed a charge. Checks or money orders made payable to City of South Fulton are the only acceptable methods of payment.

VI. Return of ID Cards

Prior to separation of employment from the City, an employee must turn in their ID

card to their supervisor. The department is then required to send the ID card to the Human Resources Department. When an employee is suspended from work, Department Head should request employees to turn in their ID pending the employee's return to work.

VII. Requirements

Because the policy and procedures described herein are intended to provide for the safety and security of City employees, all employees are expected to fully comply with the provisions of this policy. Any employee who is found to be in violation of this policy may be subject to disciplinary action.

Employees forgetting or misplacing their identification badge may be given a temporary badge to wear by their supervisor that clearly indicates their employment with the City and the department in which they work.

VIII. Identification Card Holder Responsibilities

- Do not lend your ID to anyone
- Do not allow unauthorized individuals into any secure area
- Do not leave your ID on dash of vehicle or other locations where exposed to extreme temperatures
- Do not fold, bend, pry open or mutilate your ID
- Do not use your ID improperly
- Do not leave your ID unattended
- Do not duplicate your ID
- Immediately notify your supervisor if your ID is no longer in your possession

Immediately notify your supervisor of any difficulties or problems with any ID

LATERAL TRANSFERS

Number: 311 -18

I. Statement of the Policy

It is the policy of the City to allow employees to request a lateral transfer to another position in the same classification and pay grade in the same or different department. The transfer request will be considered subject to availability of open positions and the approval of the Department Head concerned.

II. Background and Applicability

This policy applies to all City employees.

A. Definition of Lateral Transfer

A lateral transfer is the appointment of an employee to another position in the same classification and pay grade in the same or a different department. Any employee may, at any time, request a lateral transfer from one department to another or from one position to another position within the employee's current department. All requests for lateral transfer should be made in writing to HR, subject to final approval by the Human Resources Director. Requests for lateral transfer are subject to availability of open positions and the approval of both Department Head concerned.

B. Request for Lateral Transfer to Open Position

When HR receives a request for a lateral transfer to an open position, the Human Resources Department will then notify and seek to obtain the approval of the Department Head concerned. When a lateral transfer has been agreed upon, a mutually agreeable effective date shall be determined by the applicable Department Head concerned. If an agreement cannot be reached, the Department Head shall inform the Human Resources Director and the Human Resources Director shall determine the effective date of the transfer.

C. Effect on Compensation

Absent unusual circumstances and subject to budget availability, a transfer under this policy will not result in a change in pay rate. However, in some instances including, but not limited to, transfers resulting from a reduction in force, stipulated settlement agreements, consent of the employee, or reinstatement following a disciplinary proceeding, a change in pay rate may occur without violating this policy.

ON-CALL PAY

Number: 312 -18

I. Statement of the Policy

To ensure that employees will be available to address and resolve issues that may arise, the City has instituted an on-call compensation policy to cover non-exempt employees who may be required to be on-call and/or return to work following their regularly scheduled shift.

During the on-call period, employees may not be required to report to work and may perform on-call work remotely to the extent their job allows and consent is given by their supervisor. Employees are free and encouraged to engage in personal activities during the on-call period. However, the City requires that the employee refrain from the use of alcohol and/or illicit drugs during their on-call period to ensure soundness of judgment.

This policy will be applied and interpreted in accordance with applicable municipal, state and federal legal requirements.

II. Applicability

This policy applies only to nonexempt employees. Exempt employees are not eligible for “on-call” pay.

A. On-Call Status

Some operational divisions in the City may designate non-exempt employees to be on-call to provide for after-hours service needs. Any on-call policy shall be determined by the applicable Department Head with approval of the City Manager depending upon the needs of the individual department and appropriations in the fiscal budget.

a. Restricted On-Call means the time spent on-call on or away from City premises under conditions that prevent the employee from using the time for personal activities. The employee on Restricted On-Call status is required to report for any on-call assignment that arises during the applicable on-call period. This category of on-call is payable. Employees on a Restricted On-Call status will be paid one hour per day at their regular rate and will receive regular rate of pay for such time actually worked if called to respond to an emergency.

b. Unrestricted On-Call means the time spent on-call on or away from City premises under conditions that do not prevent the employee from using the time for personal activities. The employee on Unrestricted On-Call status may choose to report for an on-call assignment, but is not required to do so. Unrestricted On-Call status is not payable, except for such time actually worked, should the employee report for an on-call assignment. Employees will not be compensated for time spent on unrestricted on-call status. Employees will be paid their regular rate for time actually worked.

B. Call Back Pay

A call back occurs when there is an emergency or after-hours service need for which an employee reports to work as a result. A call back does not include additional hours of work scheduled in advance.

- A non-exempt employee (full-time and part-time) responding to a call back will be credited the greater of two hours or the actual time worked on the call back assignment.
- Travel time is included in the calculation of call back hours.
- Exempt employees are not eligible for call back compensation.

OUTSIDE EMPLOYMENT

Number: 313 -18

I. Statement of the Policy

The City respects each employee's right to engage in activities outside of employment that are of a personal or private nature, to the extent that such activities do not create a conflict of interest as described in the City Code of Ethics or adversely affect the employee's ability to perform his or her job. Under certain circumstances; however, if an employee's personal conduct adversely affects his or her performance on the job or makes it impossible for him or her to carry out any or all of his or her job duties while at work, appropriate disciplinary action, up to and including termination of employment, may be appropriate.

A. Limitations on Outside Employment

An example of an activity that might adversely affect an employee's ability to perform his or her job duties is outside employment. While the City does not prohibit employees from holding other jobs, the following types of outside employment are prohibited:

- Employment that conflicts with the employee's work schedule, duties and responsibilities or creates an actual or perceived conflict of interest
- Employment that impairs or has a detrimental effect on the employee's work performance with the City
- Employment that requires employees to conduct work or related activities during working times or by using any of the City's tools, materials or equipment (Note: The prohibition against the use of City tools, materials and equipment does not apply to sworn law enforcement personnel)
- Employment that directly or indirectly competes with the business or the interests of City

For the purposes of this policy, self-employment is considered outside employment. Outside employment of the City's sworn law enforcement or public safety employees must be approved in advance in writing by the Department Head concerned. For all others, outside

employment must be approved in advance, in writing, by the Department Head and Human Resources Director. For appointed positions that report to the City Manager, approval must come from the City Manager. Annual approval for outside employment is required.

The City will not assume any responsibility for employees' outside employment. Specifically, the City will not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, such outside employment.

OVERTIME AND COMPENSATORY TIME

Number: 314 -18

I. Statement of the Policy

It is the policy of the City to properly compensate employees for all time worked, including payment of overtime and accrual of compensatory time, as allowed by and in accordance with applicable law.

II. Applicability

This policy and procedure applies to all employees who are "non-exempt" as defined in the Fair Labor Standards Act (FLSA) and may apply to exempt employees in certain circumstances as set forth herein.

1. Overtime Pay

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. Non-exempt employees will be paid one and one-half (1.5) times their regular rate of pay for all hours worked in excess of the applicable maximum hours as listed below and as otherwise required by applicable state and federal law, unless the employee receives compensatory time for overtime work as set forth in this policy:

- 40 hours in one standard work week for all non-exempt employees except those engaged in law enforcement or fire protection activities (as defined in 29 U.S.C. § 207(k));
- 212 hours in one 28-day work period for non-exempt fire protection employees (as defined in 29 U.S.C. §207(k)); or
- 168 hours in one 28-day work period for non-exempt law enforcement personnel (as defined in 29 U.S.C. §207(k)).

Paid time, i.e., sick pay, holiday pay, vacation pay, and jury duty pay (where applicable) will not count toward hours worked for the purpose of determining overtime pay.

All overtime work must be authorized in advance by the employee's supervisor. Employees will be compensated for all time worked. However, working overtime without prior authorization may result in disciplinary action. The standard work week and 28-day work period discussed above are defined in the Work Week, Work Period, and Pay Period Policy.

2. Accruing Compensatory Time

The City may offer time off with pay (compensatory time) in lieu of overtime pay for overtime worked as provided by applicable law to a non-exempt employee to whom the City has provided sufficient notice under the law informing the employee that compensatory time

will be provided in lieu of overtime pay as allowed by law.

Compensatory time shall accrue at the rate of one and one-half (1.5) hours for each hour worked in excess of the applicable maximum hours set forth above in Section II (1) or as otherwise required by applicable State and Federal law. Paid time off such as sick pay, holiday pay, vacation pay, and jury duty pay (where applicable) will not count toward hours worked for the purpose of determining overtime pay.

Eligible employees may not accrue more than 120 hours of compensatory time at any time. If an employee believes he or she has been subject to an improper salary deduction, has been improperly classified as exempt or non-exempt, or has not been paid overtime for any hours worked over their respective work period, the employee should notify HR or Finance directly.

III. Procedure for Using Compensatory Time

Non-exempt employees are encouraged to use their accrued compensatory time. A non-exempt employee who accrues compensatory time will be allowed to use his or her compensatory time within a reasonable period after making a request, so long as the use does not unduly disrupt the business operations of the City. To request the use of compensatory time, an employee should submit a written request to their supervisor as far in advance as possible. There is no guarantee that the compensatory time approved will be for the specific date(s) requested by the employee.

Any leave taken by an employee will be charged against accrued compensatory leave balances, if available, before any holiday or vacation balances are charged. Hours of compensatory time used during a work week do not count towards “hours worked” for that work week for purposes of assessing whether an employee is entitled to payment of overtime or accrual of additional compensatory time.

The City reserves the right at any time to pay an employee in cash for any or all accrued compensatory time and/or to require the employee to use accumulated compensatory time.

IV. Paying out Compensatory Time

Any comp time accrued over the 120 hours maximum will be paid the following pay period in which it is earned. Employees, supervisors, and department heads should closely monitor comp time accruals to ensure the maximum accrual is not exceeded.

Compensatory time will be paid out as following (whichever occurs first):

1. 120 hours maximum accrual
2. Separation of employment
3. Change in classification affecting compensation (i.e. promotion/ demotion)

If the City in its discretion decides to cash out an employee’s accrued compensatory time balance at a time other than upon termination, payments for such accrued compensatory time will be paid at the regular rate earned by that employee at the time the employee receives such payment.

V. Exempt Employees

Exempt employees are expected to work as much of each workday as is necessary to fulfill their job responsibilities. Exempt employees are not eligible for overtime pay. At the sole

discretion of the City, exempt employees may be offered compensatory time in certain circumstances, upon approval from the City Manager, for departments under his or her direct supervision. If such compensatory time is offered, exempt employees will be allowed to use the compensatory time at a time convenient for the City. Exempt employees will receive payment for accrued unused compensatory time at their regular rate of pay upon separation from employment with City.

PAID PARENTAL LEAVE

Number: 315 -18

I. Statement of the Policy

The City is committed to fostering a family-friendly work environment for its employees. The City shall provide paid parental leave to eligible employees following the birth, adoption or foster care placement of a child with an employee to give parents time to bond with their new child, adjust to their new family situation and balance personal and professional obligations. In providing paid time off for activities related to the care and well-being of a child born to or placed for adoption or foster care with an employee, the City reaffirms its commitment to promoting family well-being and improving family economic security.

II. Background and Eligibility

Full-time employees who have been employed by the City for a minimum of one (1) year are eligible for paid parental leave. If employees are uncertain about their eligibility, they should contact the HR Director or his/her designee.

III. Reasons for Which Paid Parental Leave May be Granted

A. Qualifying Reasons for Paid Parental Leave:

- The birth of a child/children
- The placement of a child/children with the employee for adoption or foster care
- An employee's inability to work because of a post-pregnancy disability or incapacity related to childbirth
- To care for a spouse/domestic partner who experiences a post-pregnancy disability or period of incapacity related childbirth

B. Applicable Definitions

“Event” for purposes of this policy, means the birth (including post-pregnancy disability or incapacity related to childbirth), adoption or foster care placement of one or more children.

“Parent” for purposes of this policy, means a biological, adoptive, legal guardian or foster father or mother, or any other individual who stands *in loco parentis* to a child.

“Spouse” means the other person with whom an individual entered into marriage as defined or recognized under State law for purposes of marriage in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This includes common law marriage, domestic partners and same sex marriage in places where these marriages are recognized.

These policies do not create a contract of employment. Employment for non-classified employees remains “at will”.

IV. Methods and Amount of Leave Available

A. Amount of Leave Available as Paid Parental Leave

The City will provide up to six (6) weeks of 100% paid parental leave to an eligible employee upon the birth of a child or children, or upon taking custody of an adoptive child or foster child under the age of 18. An employee may receive only one period of paid parental leave for the care of any given child. An employee shall not use more than six (6) weeks of paid parental leave in any twelve-month period. The birth, adoption or foster care placement of multiple children that is part of the same event, does not increase the length of paid parental leave granted.

B. Calculation of Leave

Eligible employees will receive up to a maximum of six (6) weeks of paid parental leave per event. Eligible employees' leave is calculated by multiplying the assigned or average number of hours in a week by six (6). If both parents work for the City and meet the eligibility requirements, each parent will be eligible for up to a maximum of six (6) weeks of paid parental leave.

C. Use of Accrued Leave

Paid parental leave must be used within twelve (12) months following the birth, adoption or foster care placement of a child. To the extent an employee qualifies for leave under the Family and Medical Leave Act (FMLA) Policy and Procedure for the birth, adoption or foster care placement of a child, any paid parental leave taken under this policy shall be concurrent with, and not in addition to, leave taken under the FMLA Policy and Procedure.

Use of paid parental leave shall not require use of any accrued leave (e.g., sick, vacation, compensatory, holiday). Employees also may use paid parental leave before other accrued leave. Paid parental leave must be used before an employee enters into a leave without pay (LWOP) status. Any paid parental leave not used by the employee before the end of the twelve-month period to which it relates shall be forfeited and may not be accumulated for any subsequent use.

Paid parental leave shall be used in continuous days during the twelve-month period immediately following the birth or the arrival or placement of the adoptive or foster child. Parental leave may be used on an intermittent basis only if approved by the employee's Department Head in accordance with Paragraph A below. Paid parental leave will be paid at the employee's regular pay rate, but shall not include overtime.

D. Intermittent or Reduced Schedule Leave

Use of intermittent or reduced schedule paid parental leave is contingent upon the approval of the employee's Department Head. If the employee takes intermittent or reduced schedule paid parental leave, the actual number of hours of leave taken will be counted toward the total hours of leave allowed under this policy. Paid parental leave may not be used in increments of less than a full workday or work shift under any circumstance.

II. Notice

The City will process requests for paid parental leave using the same procedures established for employees to request and receive FMLA leave. Employees planning to use paid parental leave should provide their Department Head with no less than thirty (30) days advance notice of the birth, adoption or foster care placement of a child. When the birth, adoption or foster care placement is not foreseeable, employees should provide their Department Head with as much notice as is both possible and practical.

III. Confidentiality

The circumstances involving the need for an employee to be granted paid parental leave will be kept confidential to the extent allowed by law. All documents provided to the City regarding the leave will be maintained separately and treated by the City as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, government officials or City's legal counsel.

In addition to any other discipline already outlined in this policy, any employee who violates the confidentiality provisions of this policy could be subject to discipline up to and including termination.

PAYMENT OF WAGES

Number: 316 -18

I. Statement of Policy

The policy of the City is to correctly compensate City employees for all time worked. The City complies with all applicable laws, including the Fair Labor Standards Act, and will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in an investigation by the City, even if the reports do not reveal any errors or wrongdoing.

II. Pay Periods

All employees will be paid biweekly on every other Friday by check or direct deposit. The pay period begins on Monday and ends on the second Sunday. If the regular payday falls on a recognized holiday, then employees will be paid on the official business day immediately preceding the regular payday. All employees will have access to their check detail via the City's payroll system.

III. Pay Check Deductions

The City is required by State and Federal laws to make certain deductions from an employee's paycheck each pay period. Such deductions typically include federal and state taxes and social security. Depending on the benefits an employee chooses, additional deductions may occur.

The pay of some non-exempt employees may be subject to deductions for items such as tools or uniforms. Such deductions will be made in accordance with State and Federal law and will require written authorization from the employee. The amount of all deductions will be listed on the employee's pay stub.

IV. Reporting Errors and Obtaining More Information

If any employee has questions about deductions from his or her pay, believes he or she has been subjected to improper deductions, or believes that the amount paid does not accurately reflect the employee's total hours worked or salary, they should contact their supervisor and/or the Human Resources Department. Every report will be fully investigated, and the City will provide the employee with any compensation to which the employee is entitled in a timely fashion.

I. Statement of Policy

It is the policy of the City to classify and compensate employees fairly and equitably in accordance with applicable Federal and State laws and City policies and procedures.

II. Position Classification Plan

The Human Resources Director is responsible for the preparation and maintenance of a Position Classification Plan. A Position Classification Plan is to include a list of all classes within the City, including classes that are on-range, set-rate, non-exempt, and exempt. Whenever a new class is established or abolished, the Human Resources Director is to amend the Position Classification Plan accordingly. The Position Classification Plan and amendments thereto shall be submitted for approval to the City Manager and Mayor and Council annually. Once approved by the City Manager and Mayor and Council, the Human Resources Director is responsible for assigning all positions to one of the classes in the approved Position Classification Plan. The Human Resources Director may consider requests to reclassify specific positions.

No employee shall be paid at a salary rate below the minimum or above the maximum of the salary range approved and established for the class in which the employee is currently serving. However, an incumbent employee's salary rate shall not be reduced because of a new or changed salary range for his/her classification, except in the case of a reclassification.

III. Compensation Complaint Resolution and Non-Retaliation

It is the policy of the City to correctly compensate its employees for all time worked. If an employee believes that he or she has not received all compensation owed, the employee must immediately report their concerns to their supervisor and/or the Human Resources Director and/or utilize the grievance procedure, if applicable. The City strictly prohibits retaliation against any employee who makes a good faith complaint under this policy.

IV. Definitions**A. Position Categories**

All positions in the City shall be allocated to one (1) of the following general categories:

1. **Regular Appointed Position.** A regular appointed position may be classified or unclassified and established on a full-time status for an indefinite period of time.
2. **Temporary Position.** A temporary position is one which is not continuous in nature. Temporary appointments may be made for a special project(s) or other work of a temporary or transitory nature. Employees appointed to temporary positions may not work more than 29 hours per week, or in excess of 1500 hours per year.
3. **Seasonal Position.** A seasonal position is either a full-time or part-time position for which the customary annual employment is six months or less and the period of employment begins each calendar year in approximately the same part of the year, e.g., summer or winter.
4. **Part-time Position.** A part-time position is one that is continuous in nature. Employees appointed to part-time positions may not work more than 29 hours

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per week, or in excess of 130 hours per calendar month.

B. Grant Funded Positions

In addition to being assigned to one of the above general position categories, a position may also be designated as grant funded to identify the source of the funding for the position. A grant-funded position is one that is established for a specific period of time not to exceed the scheduled termination date of the grant. This position will terminate by operation of law at the date of grant termination unless the Mayor and Council provides appropriate funding to continue the program or position on or prior to the date of grant termination. Termination of a grant-funded position shall not be subject to any reduction in force policy.

V. Abolishment or Establishment of a New Classification

Requests to abolish a current class or establish a new class not already included on the current Position Classification Plan shall be forwarded to the Human Resources Director for consideration and approval. If a request to abolish or establish a classification is approved, the Position Classification Plan shall be updated accordingly as described in Section II. This provision is intended to apply to classifications and is not intended to apply to the establishment or abolishment of a particular position, the latter of which is governed by internal HR and Finance procedures.

VI. Pay Schedule and Compensation Plan

The Human Resources Director is responsible for creating the Compensation Plan that will include a salary range for all classes, except those identified as set-rate. For set-rate classes, the Compensation Plan should only indicate that the salaries for such classes are set-rate. For all other classes, the assigned salary range is to include a minimum, midpoint and maximum salary rate. The Human Resources Director is also responsible for presenting the Classification Plan for approval to the City Manager and the Mayor and Council.

No employee shall be paid at a salary rate below the minimum or above the maximum of the salary range approved and established for the class in which the employee is currently serving. However, an employee's salary rate shall not be reduced as a result of a new or changed salary range for his/her classification, except in the case of a reclassification as described in Section IX below.

A. Salary Range Changes

A salary range for any classification may be changed when requested by the Human Resources Director, after the completion of a salary study by the Human Resources Department. Such a request shall be submitted to the City Manager and Mayor and Council for approval. Once approved by the City Manager and Mayor and Council, the salary range change shall apply to positions within the affected class irrespective of department and shall take effect only at the beginning of the fiscal budget year.

B. Set-Rate Classification and Positions

A classification not assigned to an applicable salary range shall be considered a Set-Rate Classification. Unless already fixed by law, the Mayor and Council shall set the salary for all classes that are not assigned a salary range or approve the changing of an on-range class to a set salary rate. A request to establish a set-rate class must be presented by the applicable Department Head to the Human Resources Director if the set-rate salary will exceed the current salary range for the applicable class. The City Manager shall in turn, submit the request

to the Mayor and Council for approval accompanied by the following: (a) a recommendation from the HR Director; (b) a budgetary analysis conducted by the Finance Department; (c) a recommendation from the City Manager; and (d) the results of a salary survey conducted by HR. All requests and recommendations must be in writing and maintained by the Human Resources Department for a minimum of 2 years.

VII. Entry Salary Rates

A. Salary Rate Determination

Subject to subsection (B) below, a Department Head may offer a new employee an entry salary rate in accordance with the systematic method developed by the Human Resources Director for use in determining the placement of employees within a pay range (see Chart A).

Upon approval by the Human Resources Director, a new employee appointed to a position in a professional, technical or scientific class may be offered an entry salary rate above the minimum rate of the salary range for the position. To obtain approval to offer an entry salary above the minimum rate, a Department Head must submit a written request to the Human Resources Director. In recommending an entry salary rate above the minimum rate of the salary range for a position, a Department Head shall consider an applicant's prior experience, education, unique competencies and other qualifications directly related to the position as well as internal budget constraints.

Upon receipt of the Department Head's recommendation, the Human Resources Director shall promptly conduct both a salary matrix analysis and an internal equity analysis to determine whether an above the minimum entry salary rate is justified. If the salary matrix supports the Department Head's request, the Human Resources Director shall verify with the Finance Department that funding is available to fill the position at the requested rate. Department Heads who extend job offers at salaries above the minimum rate without the approval of the Human Resources Director may be subject to disciplinary action by the City Manager and the City may refuse to honor such offers. The Human Resources Department shall maintain copies of the written request and the results of the salary matrix and internal equity analyses for a minimum of two (2) years.

Chart A

 1st Quartile	 2nd Quartile	 3rd Quartile	 4th Quartile	 Council
Applicant meets the minimum qualifications for the position.	Applicant must have greater than three (3) years directly related experience above what is required in the minimum qualifications.	Applicant must have greater than six (6) years directly related experience above what is required in the minimum qualifications.	Applicant must have greater than nine (9) years directly related experience above what is required in the minimum qualifications. (max salary)	Applicant salary offer exceeds the maximum of the range and requires Council approval. "Set Rate" <i>Special rate positions must accompany an analysis from HR</i>

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B. Effect of New Employees Hired Above the Minimum of the Range

Whenever a new employee is hired into a department at a salary rate above the minimum of the applicable range and the department has one or more current employees who are employed in the same job class, the Human Resources Department shall review the education, work experience, and performance evaluations of the other employees in the department who are in the same job class to determine if their qualifications meet and/or exceed those of the newly hired employee.

The Human Resources Department will provide notification to the Department Head of its findings:

1. If funding is not available to raise the salaries of employees in the same department employed in with the same job class, who possess comparable experience and qualifications as the newly hired employee, the Department Head will not be permitted to offer a salary above the minimum of the salary range.
2. If funding is available, the Department Head shall work with the Finance Department to adjust the salaries of all other employees in the same department employed with the same job class, who possess comparable experience and qualifications as the newly hired employee, upward to equal the salary paid to the newly hired employee. An employee must have not received an overall performance rating below "Satisfactory" or on his/her most recent performance evaluation and cannot have been on a Performance Improvement Plan within the last twenty-four (24) months to be eligible for a salary adjustment pursuant to this provision.

Funding for these adjustments may be derived from accumulated salary savings, as approved by the City Manager.

VIII. Pay Rates for Rehires

Former regular appointed City employees who (a) left their employment in good standing; (b) who were not terminated from employment; (c) who have no disciplinary actions, including written warnings, written reprimands, demotions or suspensions within the twenty-four (24) months preceding their separation; and (d) who apply for re-employment to a position within the same pay grade within six (6) months from the date of their most recent separation from a regular appointed position may be re-hired at the same salary rate of the position held when separated, subject to budget availability. If a former employee is re-hired into a position with a higher salary grade, the employee may receive the equivalent of either their salary at separation or the minimum of the salary range for the new position, whichever is greater, and this shall not trigger the raising of salaries of incumbent employees. The employee must meet current standards and eligibility requirements for the class in which the employee is re-hired.

IX. Reclassification of a Position

Job positions may be reassigned to new or existing classes when substantial and permanent changes occur in the assigned duties of a position which may justify a reclassification.

A. Reclassification – General Provisions

The Department Head may recommend that job positions be reassigned to new or existing classes when substantial and permanent changes occur in the assigned duties of a position which may justify a reclassification.

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A reclassification which does not result in a change in the salary grade of a position is a Title Change. Upon approval of a title change, the salary of the reclassified employee shall remain the same. A reclassification that results in movement to a higher pay grade shall be processed in the same manner as a promotion. A reclassification that results in movement to a lower pay grade shall be processed in the same manner as a demotion, although such reclassification shall not be considered a “demotion” with respect to the classified service designation.

B. Requests to Reclassify

Subject to availability of funds within their departmental budget, Department Heads shall submit requests to reclassify an employee and/or a position to the Human Resources Director accompanied by an explanation detailing the basis for the request.

C. Response to Requests to Reclassify

Step 1.

The Human Resources Director shall investigate the duties of the employee or the position. The Human Resources Director will review the organizational structure of the department and/or division in which the employee or position is assigned to ensure subordinate positions are not recommended for reclassification over the salary range for the supervisory positions(s). However, nothing in this policy precludes reconsideration of the appropriate pay ranges of the supervisory position(s) in order to submit the request for subordinate positions, if appropriate.

Step 2.

The Human Resources Director shall obtain an analysis from the Finance Department outlining the budgetary impact of the requested reclassification.

Step 3.

The Human Resources Director will determine if the position should be reassigned to a new classification. If approved by the Human Resources Director, the reclassification generally shall be effective retroactively to the beginning of the pay period immediately following completion of the Human Resources Department’s review of the employee’s job duties and/or position. Any reclassification that results in movement to a lower pay grade, however, shall be effective on the first day of the pay period following its approval by the Human Resources Director.

X. Assignment of New Positions to Classifications and Salary Ranges

Subject to availability of funds within their departmental budget as verified by the Finance Department, a Department Head may submit requests to establish a new position to the Human Resources Director accompanied by an explanation detailing the basis for the request.

A. Response to Requests to Establish a New Position

Step 1.

The Human Resources Director shall investigate the prescribed duties of the proposed position. The Human Resources Director will review the organizational structure of the department and/or division in which the position is to be assigned to ensure the position is

assigned to an appropriate pay grade based on its hierarchy within the department and/or division.

Step 2.

The Human Resources Director will determine the appropriate classification for assignment of the new position.

XI. Pay of Department Head or Elected Official

With the exception of the Mayor and Council, no Department Head shall receive less compensation than that which is authorized for any other employee in his/her department.

XII. Other Compensation Adjustments

A. Adjustments in Connection with Personnel Transactions:

An employee in a Set-Rate Classification/Position who is eligible for and accepts an appointment in an on-range position shall be placed at a pay rate within the range for the newly-assigned position in accordance with the systematic method developed by the Human Resources Director for use in determining the placement of employees within a pay range.

An employee in a non-regular appointed position who is eligible for and accepts an appointment to a regular appointed position in an equal or higher classification shall be placed at a salary rate in accordance with the systematic method developed by the Human Resources Director for use in determining the placement of employees within a pay range.

B. Cost of Living Adjustments

Upon approval of the Mayor and Council, general salary/cost of living adjustments (COLAs) may be granted to City employees on a City-wide, grade-wide or classification basis.

XIII. Pay Cycles & Computation

Department Heads shall certify on each payroll that all persons whose names appear thereon have been lawfully appointed and that they have actually worked the time for which they are being paid or were on authorized leave with pay. Department Heads shall further certify that such leave, if any, has been approved and reported on payrolls.

A. Pay Cycles

City employees will be paid bi-weekly during the calendar year; provided, however, that the City Manager may approve other pay cycles for designated departments where such cycles are necessary and justified by the nature of the department's operations.

B. Computation

Employees shall be paid their rate of pay in accordance with the City Pay Schedule and Compensation Plan. For payroll purposes, all employee pay shall be calculated as follows:

1. For purposes of this policy, the City work week runs from 12:00 a.m. Monday to 11:59 p.m. Sunday.
2. All paid time for any purpose, including pay for time worked, vacations, holidays, sick leave, or any other paid category shall be calculated and reported electronically by Department Heads in terms of "standard hours."
3. Annual standard hours are determined by multiplying the hours in the work-period by

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twenty-six (26) pay periods:

- 80-hour work-period: (80 hours x 26 = 2080)
- 84-hour work-period: (84 hours x 26 = 2184)
- 106-hour work-period: (106 hours x 26 = 2756)

The standard hourly pay rate is determined by dividing the employee's annual salary by the annual standard hours.

4. If necessitated by operational standards, and as required or allowed by the FLSA and upon approval of the City Manager, Department Heads may designate standard hours which differ from the above.

- Compensation for part-time, set-rate and hourly-paid employees shall be derived from their annual salary, converted to standard hours as provided above.

- Non-exempt employees who are absent from work in any non-paid status during any scheduled pay period shall have their pay reduced by the exact total hours and minutes resulting from such absences.

- Exempt employees are generally entitled to receive their full salary regardless of the number of hours worked within a work week, but their pay may be reduced while they are on non-paid FMLA leave (including intermittent leave), and for full day absences, provided the employee has no leave time available. In addition, pursuant to applicable law, the City may reduce an exempt employee's salary for absences less than a full day given that exempt employees of the City are paid according to a pay system established by a policy or practice pursuant to principles of public accountability, under which exempt employees accrue personal leave and sick leave and which requires City employees' pay to be reduced or such employees to be placed on leave without pay for absences for personal reasons or because of illness or injury of less than one work-day when accrued leave is not used by an employee because:

- (1) Permission for its use has not been sought or has been sought and denied

- (2) Accrued leave has been exhausted, or

- (3) The employee chooses to use leave without pay.

- Deductions from the pay of an employee of a public agency for absences due to a budget-required furlough shall not disqualify the employee from being paid on a salary basis except in the work week in which the furlough occurs and for which the employee's pay is accordingly reduced.

- Additionally, any employee may have their salary reduced as a result of disciplinary actions in accordance with applicable law and City disciplinary policies and procedures.

C. Method of Payment

Employees are encouraged to sign up for payment by direct deposit by completing the required direct deposit election form. Employees who do not set up direct deposit of their wages to a bank account will receive their wages via check.

XIV. Payment of Compensation from Different Funds

Whenever part of the compensation of any position is paid from a different fund or is derived from any agency outside the service of City, all such part payments shall be identified and deducted from the total amount payable for any period under the rate prescribed so that the total compensation received from all sources shall not exceed the salary rate prescribed for the position.

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XV. Salary Surveys

Every two to five years, the Human Resources Director shall conduct a salary survey for the purpose of determining whether City salaries have remained competitive with those paid by comparable jurisdictions or industries as determined by the Human Resources Director for similar work. The Human Resources Director shall formulate recommended adjustments based upon the survey findings. Such recommended adjustments shall be forwarded to the City Manager and Mayor and Council for approval.

PROMOTIONS

Number: 318 -18

I. Statement of the Policy

It is the policy of City that employees may be promoted from one job classification or position to another job classification or position in accordance with the City's policies and procedures.

II. Promotion Definition

A promotion is an appointment to a position in a classification with a higher pay grade.

III. Eligibility

An employee may be promoted while in any status if they have established current eligibility for the promotional position. Generally, promotional recruitment shall be open only to current City employees who have been employed at least six months prior to the posting of the job announcement. However, any recruitment that is also open to the general public shall not be subject to such a minimum service requirement.

IV. Regular Appointed or Temporary Promotions – Approval

An employee may be appointed to serve regular appointed or temporarily in a higher class upon the recommendation of the Department Head and approval of the Human Resources Director, provided that the employee meets the eligibility requirements of such higher classification. A temporary promotional appointment shall not exceed one (1) year but may be extended upon approval by the Human Resources Director. Once the temporarily promoted employee is no longer performing the duties of the higher classification, the employee shall be returned to his/her former classification and position and to the salary at which he/she would have been entitled had he/she remained in the position. Any employee who was in the classified service immediately prior to working in an acting capacity or serving in an interim position shall retain such classified status upon return to his/her former classification and position.

V. Effect of Promotion on Compensation

Whenever an employee receives a temporary or regular appointed promotion, the employee's salary rate shall be adjusted upward by ten percent (10%) or to the minimum of the pay grade for the employee's new position, whichever is greater. A Department Head may request a salary adjustment above ten percent (10%) or the minimum of the pay grade when

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an employee who is promoted to a position in a professional, technical and scientific class possesses specialized training, skills, experience or an advanced or professional degree directly related to the work of the position. The Department Head's request is subject to both approval of the Human Resources Director and budget availability. The Human Resources Director may develop a systematic method to be used for placement of such employees within a pay range.

The Human Resources Department shall maintain copies of written requests for salary increases above ten percent (10%) or the minimum of the pay grade and the decisions regarding the same for a minimum of three (3) years.

PUBLIC SAFETY PHYSICALS

Number: 319 -18

I. Statement of Policy

As required by law enforcement/fire professional standards, regulations, and guidelines, Police Officers and Firefighters, must undergo a physical examination prior to employment/appointment and thereafter.

II. General Provisions Physical Examination

Medical exams will be consistent with Federal and State laws governing medical exams for respective public safety personnel and will adhere to law enforcement/fire professional standards, regulations, and guidelines. Physical examinations will be conducted by the designate physician(s). Findings of the City examining physician shall be final and conclusive.

The physician will provide exam results that state, "Fit for Duty" or "Not Fit for Duty" to the Department Head or his/her designee. If the employee receives a "Not Fit for Duty" from the physician, the employee will be advised by that physician of the corrective measures that are needed for a return to "Fit for Duty" status. If medical treatment is needed to correct the situation, the employee should contact his/her personal physician for treatment.

Every effort will be made to enable the employee to continue working while medical problems are being treated/corrected unless the medical condition poses a threat to the employee or could adversely affect the public due to the potential of the employee not being able to perform his/her public safety duties properly. All personnel will strictly adhere to the Federal Health Insurance and Portability Accountability Act (HIPAA) rules and regulations.

RECRUITMENT AND SELECTION

Number: 320 -18

I. Statement of the Policy

It is the policy of the City to recruit and select the best qualified applicants for employment with the City. All recruitment efforts and selection decisions will be made in accordance with the City's Equal Employment Opportunity and Diversity and Inclusion Policies. The Human Resources Director has the authority to implement a procedure to

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effectuate this policy.

II. Recruitment for Open Positions

For purposes of the Recruitment and Selection Policy, a position is deemed to be open when: (1) the position is a newly-created position with no incumbent, or (2) in the case of an established position, when a Department Head receives information that the position will be vacated by the incumbent on a particular date due to promotion, demotion, lateral transfer, retirement, voluntary or involuntary separation from employment, or other change in job status.

A. Open Positions

A Department Head may begin recruitment and selection procedures for an established, funded position immediately upon receiving notice that the position will be vacated by the incumbent on a particular date due to promotion, demotion, transfer, retirement, voluntary or involuntary separation from employment, or other change in job status unless the Department Head has obtained approval for creation of a parallel position pursuant to City policy.

To fill an open position, the Department Head must inform the Human Resources Director of the need to initiate the recruitment and selection process as set forth below.

B. Procedures

When a Department Head wishes to fill an open position, they may elect to first consider qualified employees on the Transfer List. If a Department Head elects not to consider an employee on the Transfer List and needs recruitment services, he or she will notify the Human Resources Director, in writing, of the open position by preparing a Recruitment Requisition, which will include the following information: job title, class, position number and type of recruitment needed.

Upon receiving a Recruitment Requisition, the Human Resources Director or his/her designee has the authority to immediately open recruitment for any vacant position. The Human Resources Department will partner with the Department Head concerned to prepare an appropriate written recruitment announcement. The announcement will then be published and distributed within appropriate departments of the City and to such other addresses and advertising media as may be deemed appropriate under the circumstances. If the recruitment is a promotional recruitment opportunity available only to employees of one department or a City-wide promotional recruitment, the publication and distribution of the announcement will be limited accordingly.

Announcements may provide for an application deadline or provide that the position will remain open for application until filled. Announcement will specify the position title, pay rate or pay range, essential duties, minimum qualifications, including any bona fide occupational requirements (including physical requirements), and other pertinent information.

Such announcements shall be posted for a minimum of three (3) business days or in accordance to the following guidelines:

- Administrative/Non-Supervisory 3 Days
- Supervisory/Mid-Level Manager 7 Days
- Manager/Director Level 10 Days
- Hard to Fill Positions open until filled

No position may be filled until recruitment has been conducted by the Human Resources Department, applications have been accepted, and a selection has been made by the Department Head. Although open positions may be filled pursuant to the Lateral Transfer Policy, any lateral transfer request received by the Human Resources Department after the announcement of a vacant position will only be approved after the completion of the recruitment process assuming no applicant was selected to fill the open vacant position.

Application and Selection

A. Employment Application

Applications for employment in any announced open position shall be submitted within the time limits specified in the applicable announcement by any person who meets the minimum qualifications, standards and requirements of the position as specified in the announcement. Acceptance of applications after the closing date may be approved by the Human Resources Director or his/her designee whenever sufficient reason(s) exist(s). Applications shall be made under oath on forms prescribed by the Human Resources Department and shall be completed in their entirety. An application must be completed to be eligible for employment with the City.

B. Minimum Qualifications

No applicant for employment may be offered a position with the City unless the applicant meets the minimum qualifications established for the position.

C. Lists and Certification

List of Eligible Applicants

A List of Eligible Applicants (LEA) will include applicants who meet the minimum qualifications for employment in an open position as determined by the Human Resources Department. Applicants will remain on the LEA for a specific position for six months, or two (2) years for public safety/law enforcement positions, counting from the date on which their eligibility was most recently established. A LEA will also include the following additional lists:

- Recall List
Regular appointed City employees, who were laid off due to unavoidable emergency reductions in force, i.e., lack of work, lack of funds, budgetary limitations, severe economic conditions, abolishment of positions due to reorganization or other similar valid reasons, as outlined by the City's Reorganization policy. Recall employees will remain on the Recall List for two 2) years, counting from the date of their separation from the City.
- Promotional List for Public Safety Departments
Regular appointed City employees who have established their promotional eligibility in accordance with laws and HR regulations and who are seeking promotional employment in public safety departments. Employees will remain on the Promotional

List for two (2) year, counting from the date on which eligibility was most recently established.

- **Reemployment List**

City former employees who left employment in good standing, with regular appointed status, and who apply for reemployment within six (6) months from the date of their most recent separation from a regular appointed position. Separated employees will remain on the Reemployment List for six (6) months, counting from the date of their separation from City.

Standing lists for a class, if any, must be exhausted before any additional recruitment may be conducted for that class.

Certification of Lists

The Human Resources Director or his/her designee is responsible for preparing and forwarding the List of Eligible Applicants (LEA) to the Department Head for consideration. For all applicants, except those listed on the Recall and Reemployment Lists, the Human Resources Director or his/her designee will provide the Department Head with job applications and other documents demonstrating each applicant's qualifications for the open position. For applicants appearing on the Recall and Reemployment Lists, the Human Resources Director will provide documents demonstrating each applicant's qualifications for the open position upon request by the Department Head. Prior to certifying and forwarding the LEA, the Human Resources Director or his/her designee must ensure that candidates on the list for a particular open position meet the minimum qualifications for that position.

Preparation and certification of LEA will be made without regard to and without identification of applicants' race, color, religion, national origin, gender (including pregnancy), age, disability, sexual orientation, gender identity, or any other basis protected by applicable law.

D. Interviews and Selection

Upon receipt of a List of Eligible Applicants (LEA), a Department Head shall review the qualifications of the candidates appearing on the List and send written invitation(s) for interview(s) to a sufficient number of name(s) listed thereon to allow for selection. The Human Resources Department will provide the Department Head with sample written interview invitations or prepare and send the interview invitations on behalf of the Department Head, if requested.

It is the responsibility of the Department Head to act promptly on the LEA furnished to them and to advise the Human Resources Director of their decisions and actions without undue delay.

Final hiring decisions and selection of eligible candidates from the LEA shall be made by the Department Head concerned. Upon selection of an acceptable candidate for appointment from the LEA, the Department Head shall submit the Request to Hire Form to the Human Resources Department indicating the name(s) of the candidate(s) selected.

Once an applicant is selected for employment, that applicant's name will be removed immediately from any existing LEA. However, the name of any applicant selected for appointment to a temporary position shall remain on the list and the applicant shall remain eligible for consideration for appointment to a regular appointed position.

E. Rejected Candidates

Candidates listed on a List of Eligible Applicants who were considered but not selected shall be appropriately dispositioned by the Department Head and the Human Resources Department notified.

III. Satisfaction of licensing and certification requirements

Offers for employment may be conditioned upon the candidate's ability to provide an official school transcript or a copy of any certification, permit or license that has been designated as required by the job announcement, prior to the first day of employment in the position.

As a condition of continued employment, all employees of the City must notify their respective Department Head and the Human Resources Director, in writing via hand delivery within five (5) calendar days, of receipt of any notice of denial, suspension, revocation, and/or non-renewal of any license, permit, registration, and/or certification where such is required for performance of their job duties with the City. Such notice of denial, suspension, revocation, and/or non-renewal may result from non-compliance with an order for child support as certified by a state agency and ordered by a court or for any other good and sufficient reason deemed necessary by the issuing authority.

IV. Post-Offer, Physical Examination and Health Screening Questionnaire

All candidates for public safety, law enforcement, and those candidates who are required to possess and maintain a valid Commercial Driver's License in order to perform their job duties, will be required, following acceptance of a conditional offer of employment with the City, to undergo a routine physical profile examination prior to employment, in accordance with agency professional standards, regulations, and guidelines, as well as Federal and State law.

The completed record of all post-offer physical profile examinations will be kept confidential and stored in a file maintained by the Human Resources Department separate and apart from an employee's regular personnel file.

V. Employment Eligibility Verification

The City is committed to complying with all immigration-related employment laws. The City will not knowingly or intentionally hire or continue to employ individuals who lack work authorization. Successful candidates will be required to establish eligibility for employment as set forth in the City's Employment Eligibility Verification Policy.

VI. Background Checks

Offers for employment may be conditioned upon successful completion of a background check as set forth in City's Criminal Background Check Policy. Background checks required by the City will fully comply with the requirements of the Fair Credit Reporting Act (FCRA). Unfavorable results on a background check will not automatically disqualify a candidate for employment with the City, unless mandated by law. Rather, the final decision will rest with the Department Head who will consider each case on its individual merits and circumstances.

VII. Employment of Relatives

Decisions regarding whether to employ an individual who is a relative of another City employee by blood or marriage will be made in accordance with the City's Employment of Relatives Policy.

VIII. Other Appointments

A. Temporary Pending Recruitment (TPR)

If no standing List of Eligible Applicants (LEA), excluding the Transfer List, exists for a given class, a Department Head may recommend to the Human Resources Director that an individual who possesses the required qualifications for such class be given a Temporary Appointment Pending Recruitment (TPR). Active recruitment should begin within thirty (30) days of the TPR Appointment. Such TPR Appointments normally will not exceed six (6) months, during which period, active recruitment for the position(s) shall be announced and conducted for the purpose of establishing a LEA. Any individual serving in a TPR status shall be eligible to apply and compete for a regular appointment in the specified class during such recruitment.

TPR Appointments may be extended with approval of the Human Resources Director. The time requirements regarding initiating recruitment and term of the appointment will be extended if there is no regular appointed Department Head over the particular position until such time a regular appointed Department Head is appointed.

Any regular appointed employee who is assigned by TPR to work in an acting or Interim capacity whereby he/she performs the duties of a vacant existing higher classification and position outside of his/her regular classification/position, shall receive a pay rate of at least the minimum pay rate for the applicable position effective immediately upon assignment. An employee's salary may be adjusted in accordance with Section V of the City's Promotions Policy procedures. An employee promoted via TPR must meet the eligibility requirements for the higher class as designated by the Human Resources Director.

A TPR appointment may be terminated at any time by the Department Head. For employees appointed to a promotional TPR assignment, upon completion of TPR appointment, an employee shall have the right to be returned to his/her former classification and position and revert to his/her previous pay grade and to the salary at which he/she would have been entitled had he/she remained in the position including any pay rate increases which would have accrued. Any employee who was in the classified service immediately prior to working in an acting capacity or serving in an interim position via TPR appointment shall retain such classified status upon return to his/her former classification and position. If an employee in a TPR appointment commits an act that warrants termination based on the determination of the Department Head, and is terminated for such act, the employee will lose any right to return to their prior position.

REORGANIZATION

Number: 321 -18

I. Statement of the Policy

As a public agency, the City has a responsibility to our citizens to ensure that taxpayer funds are used appropriately, and that we are working as efficiently, effectively, and productively as possible on their behalf. The City, therefore, encourages the City Manager and Department Head to routinely review departmental operations to determine whether there are performance gaps or opportunities for improvement - such as increasing operational efficiency, reducing costs or making City government more customer-friendly. Sometimes improvements require changing the organizational structure of a unit, program or division and/or the elimination, addition or redistribution of job functions within a department. It is the policy of the City to have any changes to the organizational structure of departments

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centrally reviewed and approved by the City Manager prior to implementation.

A reorganization is the restructuring of departmental operations. A reorganization may occur for various reasons including, but not limited to, the following:

- To improve operational efficiency
- To reduce costs or for other budgetary reasons
- The merger, repositioning or realignment of business units
- To meet the strategic needs of the City or department
- To provide a better service model
- The addition or loss of grant funds
- The addition or termination of a program or service
- A significant change in technology

The structure of the City has a profound effect on the delivery and funding of services. Accordingly, the City adopts this policy to formally outline the process for the preparation, coordination, review, approval and implementation of changes to the organizational structures of City departments.

The provisions of this policy are intended to ensure a thoughtful and thorough analysis of workforce demands, financial resources and the needs of the City residents prior to the implementation of any departmental reorganization.

The City Manager and Department Head must consider the concerns of and impact on employees, employee unions, other departments, vendors, citizens and any related stakeholders while developing reorganization proposals. In addition, because reorganizations impact classifications and employees, Department Heads are required to work in conjunction with the Human Resources Department and other key stakeholders, as applicable, to ensure all personnel matters are processed and handled in accordance with Federal and State law and City policies and procedures. A reorganization shall become effective the first pay period following approval by the City Manager or the requested effective date, whichever is later.

This policy is not to be used to eliminate specific personnel or as a substitute to disciplinary policies or procedures. While department reorganization may result in the reclassification of and/or other changes to an existing position(s) or the creation of new positions; this process should not be used to request for individual reclassification. Individual reclassification requests occur pursuant to the Positions and Compensation Policy and Procedure when the established classification of an incumbent employee's current position is changed due to significant and permanent changes in the assigned responsibilities as the result of long-term adjustments to work assignments. If following implementation of a reorganization, there are any employees that have been displaced or declared excess or surplus to the needs of the department, the City Manager will seek approval of the Mayor and Council to separate those employees via a reduction in force.

II. Background and Applicability

This policy and procedure shall apply to any change in the organizational structure of an existing unit, section, program or division within a department, which results in the realignment of existing supervisory, managerial or other reporting relationships and/or the elimination, addition or redistribution of functions.

III. Definitions

Reorganization is defined as a management-initiated rearrangement of duties and

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responsibilities or of reporting relationships of multiple positions within or between a department's organizational units.

IV. Procedures

A reorganization is a management-initiated rearrangement, or restructuring, of duties, responsibilities and/or of reporting relationships of multiple positions within or between a department's organizational units. The City Manager may authorize the reorganization of any department but must inform the Mayor and Council thirty (30) days prior to the effective date of any reorganization that may lead to a reduction in force. No Department Head may reorganize their department without prior written approval from the City Manager; however, neither the elimination nor the addition of a single division, program or unit within a department shall constitute a reorganization for purposes of this policy and procedure.

Reorganization requests should be submitted far enough in advance (typically 90-180 days) of an estimated effective date to provide sufficient time for a complete and thorough review and analysis by the City Manager, Finance Department and Human Resources Department. The effective date of the reorganization will be determined by the complexity of the reorganization request, the volume of the changes requested, and the time needed for thorough analysis of the reorganization request. To the extent a reorganization will require the establishment of a new accounting or budget set up, reorganization plans should be developed in concert with the fiscal year budget whenever feasible.

A. Submission of Reorganization Requests to the City Manager

A Department Head formally initiates the reorganization process by preparing and submitting a reorganization plan to the City Manager. The reorganization plan is a detailed description of all changes to the organizational structure of the department that will result from the reorganization. Examples of the changes that may occur include change(s) in reporting relationships; creation of new positions; reallocation of existing vacant positions; and/or reclassification of multiple positions in conjunction with other actions, i.e. reclassification upward, title change, reclassification downward.

The Reorganization Plan must include the following:

1. A clear explanation of each proposed change, including the need for the change. This is the most important part of the Reorganization Plan. It should identify simple, clear reasons for the proposed organizational changes. If the reorganization is in part due to a federal program change, a change in law, or any other legal basis, that legal authority should be referenced and attached. The Department Head should also describe the operational impact should the reorganization request not be approved.
2. A description of the budget and fiscal impact of the proposed changes include specification of the effects of the reorganization on the budget of each affected organizational division, unit or program, as applicable. It must include an estimate of any reduction or increase in expenditures expected to result from the reorganization.
3. An explanation of how the proposed changes will support, benefit or otherwise add value to the department, unit or program's objectives and mission including a description of any improvements in operational efficiency and/or service delivery expected to result from the reorganization.

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4. A personnel impact summary that provides an explanation of the impact the reorganization has relating to the personnel of each affected organizational unit including, but not limited to, the number of employees that will be transferred and/or subject to placement or layoff, new positions and reclassifications.
5. Current and proposed organization charts for each unit, division, program or section affected by the reorganization. Employee names should not be shown on the charts; however, the Department Head should use position numbers on the organization charts that are being reclassified so that they can be easily identified.
6. A proposed implementation date for the reorganization to be determined by the complexity of the reorganization, volume of the changes requested, and time needed for thorough analysis of the request.
7. A plan for how to communicate and share information about the proposed reorganization with department employees throughout each step of the reorganization process.
8. A plan for filling positions in the new structure. Options include lateral reassignments and/or full recruitments for all new positions. (Note: Department Head should consult with the Human Resources Department regarding filling positions within the new organizational structure.)

Requests for reorganization must include all of the items identified above. Incomplete requests will be returned to the department. Submission of an incomplete request may delay review of the request.

B. Development of a Communication Plan.

Developing and implementing an effective communication plan will assist in keeping employees engaged and productive during organizational changes. Department Heads should consider identifying a point person for coordinating information needs for all involved and impacted. Development of the communication plan should involve the following:

- Identification of the groups the department will need to communicate with throughout the implementation.
- Determination of who will draft communications, the method of delivery (in-person, e-mails, memoranda, etc.) and the timing of the communication.
- Determination of whether a departmental intranet site is an appropriate tool in the reorganization plan.
- Determine if a meeting with employee unions is necessary and coordinate through the HR Department.
- Development of a preliminary schedule of informational meetings with staff.
- Inclusion of regular meetings, in coordination with the Communications and External Affairs Department, that will provide feedback from management, staff and client groups.

The Department Head should facilitate ongoing communication with staff by remaining

open and listening to employee suggestions and concerns.

V. Responsibilities

The specific responsibilities under this policy are assigned to City departments and agencies as specified below:

A. The Department Head Requesting the Reorganization

1. The Department Head requesting the reorganization shall analyze current processes to determine whether existing functions and organizational structures are meeting department and/or City objectives. This process may include any of the following:
 - Reviewing department programs and processes to determine if organization structures are enabling or hindering successful operations and identifying areas for improvement
 - Collecting data to identify gaps between the actual vs. desired performance of the department, unit or program
 - Identifying opportunities for cost reduction, improved efficiency and/or increased effectiveness including elimination of processes and functions that do not further the department's, unit's or program's vision, mission or objectives.
2. Meet with key stakeholders of the department, including managers and customers, to determine their expectations for the services and programs the department provides.
3. Assemble an analysis and planning committee that, ideally includes:
 - Key department managers
 - Representatives from other departments who are involved in or impacted by the department's business process
 - A Human Resources representative
 - City Manager or designee
4. Determine if a different organizational structure is needed to support improved business processes, to support customer needs, to meet program, unit, department or City goals and/or to achieve desired outcomes.
5. Identify a new structure or model that will support departmental goals, including distribution of functions throughout the department, unit or program (definition of functions to be performed, groupings of functions, and the relationships among functions)
6. Prepare position description questionnaires (PDQs) that convey the changes in duties and responsibilities for each position affected by their organization.
7. Development of the Reorganization Plan.
8. Collaborate with the HR on the development of a class specification for any new classifications established as a result of the reorganization.
9. Develop an ongoing communication plan, including:
 - Identifying the different groups who will need communication and the messages/information each group will need
 - Determining a schedule for informational meetings with staff
 - Planning communications outside the department to announce the reorganization and articulate the reasons for the change to stakeholders
 - Setting up individual meetings with employees who may be impacted by a

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reduction in force and employees whose jobs will change significantly as a result of the reorganization.

10. Consider how the changes will affect employees and plan for transitions, including the following:
 - Determination of the skills needed for any new positions
 - Assessment of the skills, knowledge and experience of current department staff including potential and readiness for new assignments
 - Comparison of current employee skill sets with what is needed for new positions
 - Determination of training needs to prepare staff for new positions
11. Design, implement and/or coordinate any training needed to prepare staff for new positions.
12. The Department Head, in consultation with the Human Resources Department, shall prepare a spreadsheet with the names of every employee in the current organizational structure and for each employee, indicate:
 - Job title
 - Date of hire
 - How the employee will be affected by the structural changes, e.g., job will be eliminated, etc.
 - Physical location
 - Gender, ethnicity, age (for evaluation of adverse impact)
 - Supervisor
13. The Department Head shall prepare a spreadsheet for all new positions in the new organizational structure and indicate:
 - Job title
 - New supervisor
 - Physical location
14. The Department Head shall prepare a timeline, which may be updated as needed, with dates for:
 - Communicating with managers, supervisors and staff at critical points during the reorganization
 - Notifying employees who will be affected by the intended changes
 - Meeting with those affected. Notably, multiple meetings with managers and staff may be needed.
 - Executing the recruitment plan to advertise new positions or initiate new assignments
 - Providing progress reports/updates to the program, unit or department
 - Initiating Reduction in Force (RIF) activity if needed, including detailed transition plans for each affected employee
 - Completing RIF activities, if needed
 - Training existing staff, if needed
 - Identifying the length of the transition period for each function

- Launching of new services, programs, or units, if applicable
15. Submit reclassification requests to HR. Once the reorganization has been approved by the City Manager, the department may submit any reclassification requests/actions associated with the reorganization to the HR. Reclassification requests/actions that are submitted to the HR without the required City Manager approval will be returned to the department.

B. Human Resources Department

1. Provide technical assistance, throughout the development and implementation stages, on the personnel impact of reorganization changes. Prior to submitting its reorganization plan to the City Manager, the requesting department should contact the HR department for an initial consultation relative to the proposed reorganization. HR shall review the reorganization plan for the technical aspects of human resource management and provide its recommendations to the City Manager.
2. Provide classification assistance, including an assessment and recommendation to the Department Head, regarding the appropriate salary grade level and classification to be assigned to positions based on described duties and responsibilities. Factors that will be considered in determining the appropriate classification for a position include, but are not limited to:
 - a. Nature of the duties and responsibilities of the position including scope, level and complexity
 - b. Relationship of the position to other positions in the department
 - c. Level of supervision given and/or received
 - d. Exercise of independent judgment
 - e. Autonomy and authority related to decision-making and accountability

C. Finance Department

1. Provide guidance to reorganizing department regarding budget levels and other funding matters
2. Identify potential changes to the department's accounting/budget structure
3. Provide budgetary analysis to City Manager and reorganizing department regarding proposed organizational changes

D. City Attorney (as applicable)

1. Provide opinion and other guidance with respect to the legal implications of proposed organizational changes and plan.

SICK LEAVE ABUSE AND PREVENTION

Number: 322 -18

I. Sick Leave Abuse Prevention & Investigation Procedures

A. Responsible Use of Sick Leave

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

Sick leave is a benefit. It is in the employee's best interest to manage their sick leave usage appropriately. It is a common misconception that just because an employee has a certain amount of sick leave hours accrued, the employee has the right to take those hours for any reason.

Sick leave can only be used for specific reasons specified in this procedure, including doctor's appointments, dental visits, and absences due to illness or injury for employees and their legal dependents. Employees are encouraged to carefully consider their use of sick leave. Failure to have sufficient sick leave hours may result in unpaid leave. Employees are prohibited from engaging in outside employment while they are on sick leave.

The HR Director or his or her designee is authorized to investigate an employee's record of sick leave or emergency leave (collectively referred to as sick leave) usage when the employee has either a low sick leave balance or seems to have established a pattern of usage.

B. Investigation of Potential Sick Leave Abuse

Reasons and circumstances to inquire into or investigate sick leave use may include, but are not limited to, the following:

1. Habitual use of sick leave in single or partial day increments, without valid or current medical documentation
2. Sick leave consistently taken on Monday, Thursday (four-day work week) or Friday (five-day work week)
3. A pattern of using sick leave on the last scheduled work day before or first scheduled work day after a City holiday or a scheduled day off
4. A pattern of using sick leave to avoid working overtime or holiday work shifts
5. Sick leave consistently taken the same time of year
6. Sick leave taken after a vacation request was denied
7. Sick leave consistently taken when difficult assignments or projects are scheduled or due
8. Sick leave taken after discipline for a performance matter is issued
9. Sick leave consistently taken when supervisor is on vacation
10. Using 40 or more hours of unplanned sick leave during a quarter of a calendar year for two (2) or more consecutive quarters, without providing any medical documentation to support the absences

Investigation Procedures:

1. The Department Head or designee with the responsibility of granting sick leave will monitor sick leave usage and identify any detectable patterns or concerns related to sick leave usage. If concerns are identified, the matter will be referred to the HR Director for further investigation.
2. The HR Director will review the patterns or concerns related to sick leave usage identified by the Department Head. Any known mitigating circumstances will be identified. Mitigating factors include, but are not limited to, leave taken under FMLA, medical/dental procedures or miscoded hours.
3. As appropriate, the HR Director may initiate an investigation or inquiry into the use of sick leave, which may include a discussion with the employee.
4. After the investigation, the HR Director will determine if there is reason to believe that

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the employee is abusing or misusing their sick leave accrual benefits.

5. If an abuse of sick leave is confirmed by the investigation, the employee will be informed, in writing, of the patterns and specific concerns identified. The employee may be required to provide medical documentation for any subsequent use of sick leave, for a determined period of time. The employee will be advised that his or her sick leave usage will continue to be monitored, and that continued absences that are not properly excused or protected may result in disciplinary action up to and including termination.
6. If there is no evidence that the sick leave is being abused, the employee will be informed.

SUBSTANCE ABUSE AND DRUG AND ALCOHOL TESTING

Number: 323 -18

I. Statement of Policy

As a Drug Free Workplace, the City has a vital interest in maintaining a safe, healthy, and efficient working environment free from the adverse effects of employee drug and alcohol abuse. Employee drug and alcohol abuse poses serious safety and health risks to the user and to those who work or come in contact with the user in the workplace. Accordingly, the City does not, and will not, tolerate any employee's consumption, possession, sale, distribution or making arrangements to distribute, manufacturing, or presence in the body of illegal drugs or alcoholic beverages on City work time, while on City or customer property (including in personal vehicles while on City property or offsite at customer property during City work time), during lunch or breaks when an employee is scheduled to return to work, while in City vehicles, while offsite during attendance at training or meetings in connection with an employee's work for the City and/or while using, occupying, performing, or engaging in any activity on City property and facilities.

The City further expresses its intent, through this policy, to comply with federal, state and local laws and regulations that relate to the maintenance of a workplace free of illegal drugs and alcohol. If possession of an illegal substance is necessary in the course of a police investigation, the Police Chief may grant a waiver to this policy for a finite period of time.

II. Application

This policy applies to all City employees (whether regular appointed, part-time, seasonal, or temporary), volunteers, interns, and any other individuals performing services on the City's behalf, whether paid or unpaid. For purposes of this policy section, all such persons shall be referred to herein as City employees. Visitors, vendors, and contractors are governed by this policy to the extent they are on City premises or in City vehicles and will not be permitted to conduct business if found to be in violation of this policy.

III. Definitions

For purposes of this Substance Abuse and Drug and Alcohol Testing Policy the following definitions apply:

a. Alcohol or Alcoholic Beverages

Any beverage or substance that contains alcohol manufactured for the primary purpose of personal consumption, including, but not limited to, beer, wine, and distilled spirits.

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b. City Premises

Includes all property, facilities, land, platforms, buildings, structures, fixtures, installations, parking lots, and vehicles, whether leased or used by the City of South Fulton, or its officials, managers, supervisors, employees, or other agents. This definition includes locations other than City offices, including all other locations of City-sponsored recreational, social, or educational events, and any place where a City of South Fulton employee is located while traveling to or from such location in the course and scope of his/her duties on behalf of the City, including an employee's personal vehicle when the employee is using it on City business, or when the vehicle is parked on City property. This definition shall not be interpreted to imply that the City assumes or accepts responsibility for any wrongful, tortious, negligent, or criminal acts of any person whom it employs when such person is not acting pursuant to a City supervisor's instruction in furtherance of the City's business, nor shall it constitute a waiver of any immunity which the City of South Fulton or its officials or employees might have under Federal, State, or local laws or ordinances.

c. Controlled Substances

Any drug or substance the law prohibits individuals from manufacturing, dispensing, using, consuming, possessing, distributing, purchasing, selling, or otherwise transferring, including, without limitation, all drugs listed as controlled substances under Title 16 of the Official Code of Georgia Annotated. This definition encompasses any measurable amount of any drugs or controlled substances such as amphetamines, cannabinoids, cocaine, phencyclidine (PCP), methadone, methaqualone, opiates, barbiturates, benzodiazepines, propoxyphene, or other drugs made unlawful under Federal or State laws, or a metabolite of any such substances, look-alikes, designer drugs having the same or similar psychotropic effects, marijuana, hallucinogens (whether natural or synthetic), inhalants, unauthorized prescription drugs, or any other substances that are mood-altering, mind or consciousness-affecting, or which are likely to have an effect upon a person's perceptions, sensations, thought processes, self-awareness, emotions, or other mental or physiological or psychological reactions or behavior. It also includes urine aids or other substances, natural or synthetic, of a similar nature or purposedesigned or used to alter a urine specimen or to conceal illicit chemical substances or other metabolites in an initial screening test.

d. Impaired

The condition of being weakened, diminished, or damaged, or of functioning poorly, incompetently, uncontrollably, or with less control or ability, due to the consumption, use, or abuse of illegal drugs, controlled substances, and/or alcohol, or if the employee's drug test results indicate the presence of an illegal drug or controlled substance in an amount that constitutes a positive test under accepted scientific standards.

e. Legally Obtained Drug

This includes prescription drugs and over-the-counter medications.

f. Over-The-Counter Medication

Includes any drug or substance that does not require a prescription, but which has the capacity to affect a person physically, mentally, or emotionally or which could otherwise affect a person's ability to perform.

g. Prescription Drug

Any drug or substance that is attainable only by lawful prescription from a licensed physician.

h. Reasonable Suspicion

A belief based on objective facts sufficient to lead a prudent person to conclude that a particular City employee has used, consumed, is impaired by, or is under the influence of illegal drugs, controlled substances, and/or alcohol. Reasonable suspicion must be directed at a specific person and must be based upon specific and articulable facts and the logical inferences and deductions that can be drawn upon such things as observable phenomena, such as direct observation of the possession or use of an illegal drug, controlled substance, and/or alcoholic beverage or the direct observation of physical symptoms of being impaired by or under the influence of illegal drugs, controlled substances, and/or alcohol, such as slurred speech, unsteady gait, a pattern of unusual or abnormal conduct or erratic behavior, odor of the employee or employee's property issued by the City, information provided by a reliable and credible source, and/or involvement in a work-related accident, and/or deviation from safe working practices.

i. Safety-Sensitive Positions “applicable employee”

Positions of employment with the City where a lapse of judgment or impaired physical/mental ability in performing any essential job function could reasonably result in a significant threat of harm to the employee, fellow employees, citizens, detainees, or others.

Safety-sensitive positions include, but are not limited to, those which, as a part of the essential job functions, (1) require the performance of law enforcement duties as a POST-certified law enforcement officer; (2) require or involve possession of a firearm; (3) require or involve providing emergency medical, rescue, or fire suppression services; (4) require or involve interacting with detained persons; (5) require or involve interacting with persons who are on probation for drug charges; (6) directly involve the enforcement of drug laws; (7) directly involve access to, the handling of, or the testing of illegal drugs that have been seized by, confiscated by, or taken into custody by law enforcement; (8) require or involve performing duties essential to drug interdiction; (9) primarily require or involve maintenance or operation of a motor vehicle, motorized equipment, heavy machinery, or heavy equipment; (10) require the holding of a commercial driver's license (CDL); and (11) require or involve performing duties which directly affect public health or safety.

IV. Prohibitions

The City prohibits all City employees from engaging in the following conduct or behavior while performing City business, while on City property, while on customer property performing City business, while in use of City property, or while operating or riding in a City vehicle and/or conducting City business:

- (a) The use or consumption of illegal drugs, controlled substances, and/or alcohol
- (b) The possession of illegal drugs, controlled substances, and/or alcohol
- (c) The abuse of prescription medications and over-the-counter medications
- (d) Being impaired by and/or under the influence of illegal drugs, controlled substances, and/or alcohol at or above the zero tolerance level of 0.02%.
- (e) The manufacture, sale, purchase, transfer, dispensing of, and/or distribution of illegal drugs, controlled substances, prescription medications, and/or alcohol

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- (f) The use of City property to store, conceal, or transport illegal drugs, controlled substances, and/or alcohol.

V. Use of Legally Obtained Drugs

The abuse and/or inappropriate use of legally obtained drugs while on the job, while performing City business, while on City property, while in operation of a City vehicle, or while in operation of any other equipment or vehicle in performance of City business is prohibited and shall constitute grounds for disciplinary action, up to and including termination. The following policies shall apply to the use of legally obtained drugs:

- a) City employees must not be on the job, on call, on City property, operating a City vehicle, or operating any other equipment or vehicle while in performance of City business, while impaired due to any drug, legal or illegal, that renders the City employee unfit for duty. An employee is unfit for duty if the employee's use of legally obtained drugs jeopardizes his/her ability to work safely and efficiently.
- b) A City employee who is using legally obtained drugs must notify his/her immediate supervisor of any and all known or experienced symptoms and probable adverse side effects that may impact the employee's performance, alertness, or create an unsafe situation. An employee's failure to notify the City constitutes grounds for disciplinary action, up to and including termination. A City employee is not expected to notify the City of legally obtained drugs that are unlikely to impact the employee's performance, alertness, or create an unsafe situation.
- c) City employees using legally obtained drugs while on the job shall do so in strict accordance with physician and/or manufacturer's directions. It is the employee's responsibility to notify the prescribing physician of the duties required by the employee's position and to ensure that the physician approves the use of the prescription medication while the employee is performing his/her duties. Should an employee move to another position requiring different duties while using legally obtained drugs on the job, it is the employee's responsibility to notify the prescribing physician of the new position and duties and to ensure that the physician approves the use of the prescription medication while the employee is performing his/her new duties.
- d) Any prescription medication brought onto City or customer property, or taken aboard City vehicles, must be retained in its original container labeled with the names of the employee and the prescribing physician.
- e) No City employee may take another person's medication.

VI. When Drug Testing is Required

A. Job Applicants

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All applicants for regular appointed, part-time, seasonal, and temporary positions seeking employment will be tested for drugs after a conditional offer of employment has been extended. No such applicant or new hire shall be permitted to report for duty until the results of the drug test are obtained (unless otherwise permitted by the City Manager).

City employees who are transferred, reclassified, promoted, or demoted from a non-safety-sensitive position into a safety-sensitive position will be tested for drugs before performing any job duties in the new position.

B. Reasonable Suspicion

All City employees will be subject to immediate testing when there is reasonable suspicion that the employee has used illegal or misused legal drugs or alcohol in violation of this policy. Any City employee who is required to take a reasonable suspicion test will be immediately placed on administrative leave with pay pending the results of the test and confirmation of the results. Supervisors who suspect that an employee is under the influence of drugs or alcohol shall document all credible evidence and shall seek confirmation of the observations from the HR Director before transporting the employee for testing.

A reasonable suspicion test may be required based upon, but not limited to, the following:

1. The personal observation of the City employee's job performance, appearance, behavior, speech, or odor by the supervisor creating a reasonable suspicion that the City employee has used drugs or alcohol in violation of this policy.
2. Personal observation of the City employee by another individual who has fully disclosed the observation to the City;
3. Observation of the City employee by a nurse or physician engaged in the treatment or evaluation of a work-related injury who has disclosed such observations to the City.
4. Information from a law enforcement agency received by the City.
5. Specific and objective facts indicating that a City employee's drug or alcohol use may have caused or been a contributing factor to an on-duty motor vehicle accident and/or involving the use of motorized equipment, heavy machinery, or heavy equipment. The following facts, if present, may independently or collectively, depending upon the circumstances, give rise to reasonable suspicion in this instance:
 - a. The appearance, behavior, speech, or odor of the City employee immediately prior to or after the accident
 - b. The City employee left the scene or attempted to leave the accident scene without legal authority or permission to do so
 - c. The City employee acted contrary to a safety rule, established safety practice, or otherwise engaged in demonstrably unsafe behavior for which there is no reasonable explanation
 - d. The City employee was arrested or received a traffic citation
 - e. The City employee or any person received medical attention because of the accident
 - f. The City employee has been involved, as a contributing factor, in a pattern of repetitive on-duty accidents, whether or not they involved

- actual or potential injury.
6. Additionally, any supervisor who has not participated in Reasonable Suspicion training may require a reasonable suspicion test(s) for drugs or alcohol when a supervisor who has participated in Reasonable Suspicion training or the HR Director and/or Risk Manager has reviewed the underlying facts and agrees that reasonable suspicion exists to require a test.

C. Required Testing After Certain Accidents

Drug and alcohol testing must be performed within policy guidelines when any City employee, while in the performance of City business, is the apparent cause of an accident/injury that results in required immediate medical treatment of himself/herself or medical treatment of another injured person.

Drug and alcohol testing must be performed within policy guidelines when any City employee holding a safety-sensitive position, while in operation of a City vehicle, equipment, or heavy machinery, or while in operation of any other vehicle or equipment while in the performance of City business, is the apparent cause of an accident that results in (1) a fatality; (2) a citation issued to the City employee (3) an injured person requiring immediate medical treatment (4) damage to City property (5) damage to any other property.

Alcohol and drug test(s) required after any of the above accidents shall be completed within six (6) hours or less of such an accident. This testing is to be performed in addition to any drug or alcohol test(s) that may be ordered by law enforcement authorities. The involved City employee must report immediately for testing or be subject to disciplinary action, up to and including termination.

D. Random Testing

All City employees holding safety-sensitive positions will be subject to random drug testing, as listed below. Note: Law Enforcement and Fire Rescue are authorized to establish procedures as applicable for agency professional standards, regulations, and guidelines:

1. Tests will be ordered on a random, unannounced basis from the pool of identified City employees holding safety-sensitive positions.
2. A computerized random selection method and test rates as adopted by the HR Director and Risk Manager will be used to select City employees, thereby allowing each City employee an equal chance of being tested each quarter. Random selection test rates are subject to change as determined by the Human Resources Director.
3. A City employee's name will remain in the pool after being selected so that every employee will have an equal chance of being tested each time selections are made. Therefore, it is possible that a City employee holding a safety-sensitive position who is randomly selected for testing may be randomly selected again during the same year.
4. Human Resources will notify the supervisor or Department Head when an employee has been selected through the random process. The employee will report to the testing facility taking with them the authorization form and a photo ID. The supervisor or Department Head is not to inform the employee that he/she has been chosen for the test until immediately prior to the time the employee is given his/her notice.
5. City employees are allowed to continue working pending the results of the test. If the testing facility notifies the City that the City employee has

produced a non-negative sample, the employee will be placed on administrative leave without pay pending the confirmation of the results. If the employee has a confirmed positive sample, Human Resources will contact the appropriate Department Head with the results.

6. All information received by the City of South Fulton, as a result of any testing procedure, is considered confidential but may be entered into evidence or disclosed in any civil action or administrative proceedings when the information is relevant to the City's defense in any such action or proceedings.

E. After-Care Testing

Employees returning to work from an approved treatment program for drug or alcohol abuse, after direct referral to EAP (Section X of this policy) may be subject to unannounced testing at the discretion of the Human Resources Director for a period of one (1) year following the City employee's return to work.

F. Return to Duty Testing

All City employees in safety-sensitive positions who are absent from work for more than thirty (30) days, for any reason, or following any Workers' Compensation leave, medical leave, or short-term disability leave shall be tested for drugs immediately upon returning to work and before performing any job duties.

VII. Procedures for Testing

- (a) Alcohol screening will be conducted using a federally approved evidential breath-testing device or the use of a swab/saliva test performed by an approved independent medical facility. If it is not reasonable under the circumstances to conduct an alcohol test based on a breath test or a swab/saliva test, the City reserves the right to test for the presence of drugs or alcohol by a blood test analysis. The City has a zero-tolerance testing level of 0.02% or higher.
- (b) All drug tests shall be administered and accounted for by an approved laboratory and/or medical facility that are operating in compliance with the U.S. Department of Health and Human Services (DHHS). Testing will involve an initial screening test(s) and confirmation of non-negative tests by gas chromatography/mass spectrometry (GC/MS) analysis, or other test(s) that are approved by the DHHS for screening and confirmation of drugs or alcohol in a person's system. Tests will be certified, to the fullest extent possible under the circumstances, by a laboratory approved by the DHHS.
- (c) All non-negative test results for drugs will be interpreted by a physician approved by the City as a Medical Review Officer (MRO) before the results are reported to the City. Prior to notifying the City, the MRO will make reasonable efforts to contact the City employee for the purpose of allowing the City employee to offer an alternative medical explanation for the non-negative test result. If the MRO is able to contact the applicant or City employee and determine there is a legitimate medical explanation for the non-negative test, the result will be communicated as negative to the City. The MRO's inability to contact the applicant or City employee before providing test results to the City will not void the test results or make the test

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results unusable in any subsequent disciplinary action. An applicant or City employee who fails to respond to an inquiry by the MRO within forty- eight (48) hours of such inquiry shall have waived his/her opportunity to offer an alternative medical explanation for the non-negative result or to request confirmation testing. Because the City employee is present for interpretation of an alcohol test, the procedure concerning prior notification by the MRO is not applicable. A MRO will not be used when a blood test for alcohol is conducted.

- (d) Upon notification by the MRO of a confirmed positive result for drugs, the City employee may request, within three (3) calendar days of such notification, that the remaining portion of his/her specimen undergo a second confirmation test at his/her expense. If the test conducted by the laboratory is negative for the presence of drugs, a third test may be made at the City's sole expense. The results of the third test will be determinative. If the results from the third test are negative, all prior positive tests will be disregarded and shall not be the basis for any disciplinary or adverse action. This option of a confirmation test is contingent upon there being enough of the specimen remaining to allow for a confirmation test.
- (e) Any City employee ordered to be tested based upon reasonable suspicion shall be immediately removed from duty, escorted to the testing facility, and taken home (unless other suitable arrangements have been made to transport the City employee). Under no circumstances will the City employee be allowed to drive himself/herself home. The City employee shall be placed on administrative leave with pay pending the results of the test and any confirmation tests, if applicable.

If a non-negative test is explained or negated by the MRO and/or subsequent confirmation testing, the City employee shall be reinstated.

VIII. Investigation of Prohibited Drug and Alcohol Use and Searches

All City-issued, City-owned, or City-leased equipment, property, and facilities, including, but not limited to, desks, workstations, file cabinets, lockers, vehicles, computer equipment, or any other property or equipment owned, leased, or provided by the City is subject to inspection at any time and for any reason. No employee shall have any privacy interest whatsoever in any City-issued, City-owned or City-leased equipment, property, and facilities. If a search uncovers evidence of City employee wrongdoing, illegal activity, or City employee violations of City rules or policies, the evidence may be used to support disciplinary action, up to and including termination. In cases involving suspected illegal activities, the evidence may be turned over to appropriate legal authorities.

The City also reserves the right to conduct searches on City property of City employees and/or their personal property when, in the City's view, there is a reasonable suspicion that a City employee is buying, selling, transporting, or otherwise in possession of illegal drugs or controlled substances on the City's property or during working time. A refusal to submit to, or cooperate with, a search may result in immediate discipline, including termination.

(a) Consent for Testing

In accordance with this manual, all City employees and job applicants give consent to any and all frequency of drug and/or alcohol test(s) set forth in

this policy and permitting the release of test results to the City and/or the MRO. Employees must sign consent forms with the approved laboratory and/or medical facility and shall be kept on file by the Human Resources Department.

(b) Refusals to Undergo Testing

The City has a Zero Tolerance Policy regarding test refusals. As such, any applicable City employee so refusing to immediately proceed as directed will be subject to disciplinary action, which action may include termination from employment.

Other actions that constitute a test refusal occur when an applicable City employee:

1. Fails to appear for any test within a reasonable time, as determined by the City, after being directed to do so by the City
2. Fails to remain at the testing site until the testing process is complete
3. Fails to provide a urine, breath, saliva, hair, or blood specimen for any drug or alcohol test required
4. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of his/her provision of a specimen
5. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
6. Fails or declines to take a second test the City or collector has directed the City employee to take
7. Fails to undergo a medical examination or evaluation as directed by the MRO as part of the verification process
8. Fails to cooperate with any part of the testing process, e.g., refuses to empty pockets when so directed by the collector, tampers with any element of the testing process, behaves in a confrontational or obstructive way that disrupts the collection process, refuses to be escorted to the designated collection site when so directed, or is physically absent resulting in the inability to conduct testing
9. City employees who refuse to submit to a test or test positive for alcohol or illegal drugs may be disqualified for unemployment compensation benefits by the Department of Labor.
10. City employees who refuse to submit to a test or test positive for alcohol or unlawful drugs following a workplace injury may be disqualified for Workers' Compensation benefits.

G. Training Requirements

Each year, all employees are required to receive one (1) hour of Drug Free Workplace Training. New hires are required to receive. The two-hour requirement for new hires is based on a rolling calendar from their date of hire. Supervisors are required to complete two hours of Drug Free Workplace Training. The human resources department will make the training available for employees.

H. Confidentiality

All reports of test results for drug and alcohol, searches, or any employee referral, or participation in an assistance program or treatment program for addictive disorders will be maintained in strict confidence. Any person authorized to have access to such confidential information, who, without authorization, discloses it to another person shall have engaged in gross misconduct and will be subject to severe disciplinary action, up to and including termination. The confidentiality of such information shall not apply to any use by or

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communication to the City's attorneys, or where the information is relevant to the City's defense in an administrative proceeding or civil action. Such information may also be disclosed to the extent required by any Federal, State, or local law, statute, ordinance, or regulation.

IX. Discipline for Violations of Policy

Immediate Removal from Duty

A City employee who tests non-negative for drugs or alcohol shall immediately be relieved from duty, placed on administrative leave with pay, and sent home pending disciplinary action. If the non-negative test is explained or negated by the MRO and/or subsequent confirmation testing, the City employee shall be reinstated.

Disciplinary Action

A City employee who violates any provision of this policy is subject to discipline, up to and including termination. If terminated, the City employee will not be eligible for rehire.

Immediate Termination

The following reasons shall result in immediate termination of a City employee:

- a. Manufacturing, dispensing, using, consuming, possessing, distributing, purchasing, or selling, or otherwise transferring an illegal drug(s) or controlled substance(s) while on the job, on call, on City property, while operating City equipment or vehicles, or while operating any other equipment or vehicles on City business
- b. Operating City motorized equipment while unfit for duty due to the use of drugs and/or alcohol
- c. Conviction for violation of any drug law
- d. Refusing to consent to or to take a drug or alcohol test pursuant to this policy
- e. Failure to appear at the designated collection site to take a drug or alcohol test when so directed
- f. A confirmed positive test for drugs or alcohol

X. Employee Assistance Program (EAP)

The City cares about the health and well-being of its employees and recognizes that a variety of personal problems can disrupt their personal and work lives. While many employees solve their problems either on their own or with the help of family and friends, sometimes employees need professional assistance and advice. The City will maintain an Employee Assistance Program (EAP) that provides confidential access to professional counseling services for help in confronting personal problems such as alcohol and other substance abuse, marital and family difficulties, financial or legal troubles, and emotional distress. The EAP is available to all City employees and their immediate family members, offering problem assessment, short-term counseling, and referral to appropriate community and private services.

The EAP is strictly confidential and is designed to safeguard the employee's privacy and rights. Information given to the EAP counselor may be released only if requested by the employee in writing. All counselors are guided by a Professional Code of Ethics. Personal information concerning employee participation in the EAP is maintained in a confidential manner. No information related to an employee's participation in the program is entered into the personnel file.

In certain situations, City management may make a direct referral to the EAP. The following information will be made available to the HR Director when management makes a directed referral:

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- The City employee kept or did not keep the appointment with the EAP counselor
- A referral for treatment/assistance was made by an EAP counselor and was accepted or rejected by the City employee
- The City employee did or did not complete the EAP recommended treatment/assistance.
- A City employee's failure to successfully complete the treatment plan or to release the information regarding his/her participation may result in disciplinary action.

There is no cost for City employees to consult with an EAP counselor. If further counseling is necessary, the EAP counselor will outline community and private services available. The counselor will also let City employees know whether any costs associated with private services may be covered by their health insurance plan. Costs that are not covered are the responsibility of the City employee.

City employees desiring assistance or consultation through the EAP are encouraged to contact the EAP directly or Human Resources for further information regarding an EAP counselor.

TELECOMMUTING

Number: 324 -18

I. Statement of the Policy

The City supports programs and activities that complement the use of public and group transportation and embrace the goal of improving the quality of life for City employees and citizens. Accordingly, the City supports telecommuting as a viable workplace alternative to a traditional workplace and as a means of reducing overhead costs and improving the environment. The City will actively support telecommuting when it is reasonable and practical to do so and where operational needs will not be adversely affected.

Telecommuting is a cooperative arrangement between the City and an employee, based on the needs of the job, work group, and the City. Telecommuting is a privilege. The City has the right to deny the telecommuting option to individual employees and to review, modify or terminate a telecommuting arrangement at any time, for any reason or no reason at all.

II. Background and Applicability

This policy applies only to exempt employees in all departments, unless otherwise required by applicable law.

III. Telecommuting Defined

Telecommuting is working at home or at other off-site locations that are linked electronically (via computer, fax, etc.) to a central office or principal place of employment. Telecommuting does not include instances where a supervisor occasionally allows an employee to work at home on a temporary, irregular basis.

IV. Eligibility Guidelines

Telecommuting is normally reserved for employees in exempt positions, since non-exempt positions require careful tracking of time worked to ensure that overtime policies are

properly observed. Telecommuting is more challenging for non-exempt employees due to record keeping requirements that require recording of each workday showing when the employee begins and ends the workday as well as meal and break periods.

Management will consider several criteria when determining if an employee will be permitted to telecommute, including proven ability to perform, high job knowledge, ability to establish clear objectives, flexibility, ability to work independently, and dependability.

Management will also consider several criteria when determining if the nature of an employee's work lends itself to telecommuting, such as whether the job entails working alone or with equipment that can be kept at the alternative job site, whether the job has clearly defined tasks and objectives, whether the job is flexible, and whether the job has measurable work activities.

All requests should be treated equitably, regardless of the employee's reason for making the request. The following guidelines are applicable:

- In any work arrangement, employees will be expected to meet the same performance standards as otherwise required, and supervisors/managers will be expected to use the same performance review criteria that were previously applicable.
- Employees who propose a telecommuting agreement should ensure a safe and suitable workspace that is appropriately confidential and free of distractions and interruptions that may interfere with work. Where applicable, telecommuters will need to find ways to maintain a distinct separation between work activities and personal activities.
- All telecommuting work arrangements are subject to ongoing review and may be terminated at any time, by either party.
- All terms and conditions of employment with the City, e.g. duties, responsibilities, benefits, salary, etc., remain unchanged as a result of the telecommuting arrangement.

V. Telecommuting Agreement

Any employee eligible for a telecommuting arrangement will be required to sign a Telecommuting Agreement prior to beginning remote work. A Telecommuting Agreement is not a contract of employment. Either the employee or the City may terminate the employment relationship at any time with or without notice and/or cause, unless stated in HR policies and procedures. Any violation of the City's telecommuting policy or the individual Telecommuting Agreement may result in removal of the employee from the teleworking program and/or may result in other disciplinary action up to and including termination.

If the Telecommuting Agreement is terminated, employees are required to promptly return to the regular City workplace and schedule within four (4) working days. If they elect not to return as requested, and do not report to work within four (4) working days, they will be subject to disciplinary action and/or be considered to have voluntarily terminated their employment.

The City will not be held responsible for costs, damages, liabilities, or losses incurred by the teleworker resulting from or arising out of the Telecommuting Agreement.

VI. Americans with Disabilities Act

The City may consider telecommuting as a type of reasonable accommodation under the Americans with Disability Act (ADA) for qualified employees with disabilities. Consideration shall be made on a case-by-case basis and between the employee, the

Department Head and HR or designee in order to determine whether telecommuting may be a reasonable accommodation that would allow the employee to perform the essential duties of their job position. Regardless of whether a telecommuting arrangement is provided as a reasonable accommodation, all other criteria applicable to this policy will apply.

VII. Responsibilities

A. Department Head/Manager or Supervisor:

1. Determine whether the employee is a good candidate for telecommuting. Consider factors such as, but not limited to, satisfactory performance and the ability to work independently.
2. Determine, with HR, that the nature of work is suitable for performance from a remote site, e.g., need for confidentiality.
3. Evaluate and consider how the proposed arrangement will impact other employees or the department as a whole.
4. Approve City equipment for use at remote location.

B. Employee:

1. Ensure that City equipment and records in the off-site workspace are maintained in safe and secure conditions and are used primarily for City business.
2. Ensure City records are available to the department when requested. Employee should consult with department management to clarify any system back-up requirements if work is saved on a system other than the department's server.
3. Alert the Department Head if external circumstances are likely to interfere with performance under the telecommuting arrangement.
4. Ensure that customer/organizational needs take precedence over the telecommuting schedule.

C. Employee and Supervisor:

1. Provide time recording systems to record telecommuting hours
2. Determine how work will be assigned and performance measured
3. Determine the working hours on telecommuting days
4. Prevent the arrangement from burdening the employee's co-workers
5. Ensure that the employee is readily available, and has adequate means of communication during specific working hours
6. Arrange for the employee to come to the primary work site when necessary, regardless of the telecommuting schedule

D. Information Systems Technology (IT) Department:

IT will confer with departments to coordinate necessary equipment for telecommuting activities.

I. Statement of the Policy

The City recognizes that employees benefit from time away from work for a variety of reasons—all of which contribute towards a positive work-life balance for our employees.

Therefore, it shall be the policy of City to provide time off—both paid and unpaid—to eligible employees for the following purposes:

Holidays	Vacation	Sick	Emergency/ Breavement
Injury	FMLA	Military	Official
Leave Without Pay	Court (Jury and Witness Duty)	Voting	Parental
	Volunteer Activity	Administrative	

II. Definitions

Vacation Leave is paid time off provided to eligible employees to rest or engage in recreational or other personal activities.

Sick Leave entitles an eligible employee to receive his or her regular rate of pay during absences related to or resulting from the employee and employee's dependent's illness, injury, or exposure to contagious disease which incapacitates him/her from performance of duties or the employee's receipt of medical or dental care or consultation.

Military Leave is an authorized absence from work that may be taken when an employee is engaged in training or other duties ordered by the Governor, the Department of Defense, the Department of the Army, the Department of the Air Force, the Department of the Navy, the Department of the Treasury, or any other department or agency of the government of the United States having authority to issue lawful orders requiring military service.

Bereavement Leave is an authorized absence from work due to a life-threatening illness or death in an employee's immediate family.

Injury Leave is an authorized absence from work resulting from an employment related injury that has been designated a catastrophic injury pursuant to State Worker's Compensation Law.

Family and Medical Leave is an authorized absence from work provided to eligible employees for specified family and medical reasons in accordance with Federal law.

Leave Without Pay is an approved unpaid absence from work.

Court Leave is paid time off provided to employees who are called for jury duty or who are subpoenaed to appear, attend, testify or otherwise participate in any court, administrative or other legal proceedings as a witness except when an employee is a party in a personal lawsuit or other legal proceeding.

Voting Leave is paid time off provided to employees to vote in state, national, and local elections.

Parental Leave is paid time off provided to eligible employees who become parents through birth, adoption or foster care placement.

Volunteer Activity Leave is paid time off from work provided to employees to participate in school or community volunteer activities.

Administrative Leave is an authorized absence from duty without loss of pay or charge to accrued leave.

General Leave of Absence- is a leave of absence in the event of temporary disability or a personal hardship or emergency, when the employee is not eligible for FMLA. Employee may use accrued leave (comp vacation, and sick) in that order, while on general leave of absence.

III. Categories of Leave

A. Holidays

(1) Holiday Pay

Regular appointed employees whose normal scheduled work day falls on a City holiday, but who are not required to work on a holiday, will receive eight hours (or shift equivalent to a maximum of 12 hours) of regular pay.

When an employee's officially scheduled "off day" falls on a City holiday, the employee will be granted eight (8) hours (or shift equivalent to a maximum of 12 hours) of regular pay.

An employee that is normally scheduled to work on a City holiday and requests to take the time off will be considered to have observed the holiday and will not accrue holiday time.

To be eligible for holiday pay, an employee must have been in a pay status on the

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employee's regularly scheduled work days immediately before and immediately after the holiday. "Pay status" is defined as either working on the regularly scheduled work day or being on approved paid leave.

(2) Compensation for employees required to work holidays

Nothing in this policy prohibits any Department Head from requiring the services of any number of employees in their respective departments to work on any given holiday when needed for City operations. Employees who work on a City holiday will receive their regular rate of pay for all hours worked. In addition, any employee who works on a City holiday will receive holiday pay equivalent to their scheduled day not to exceed a maximum of 12 hours. Holiday pay will be paid in the pay period it occurs.

(3) Employees on Leave of Absence

Employees who are on a continuous unpaid leave of absence are not eligible to receive holiday pay.

B. Vacation

(1) Eligibility and Accrual

Earned vacation leave may be authorized for all regular appointed employees. Eligible employees earn and accrue vacation leave based upon active creditable service, at the rates specified below. Vacation leave does not accrue during unpaid leaves of absence or other periods of inactive service.

The City encourages a work-life balance; therefore, vacation leave may be accumulated to a maximum number of hours. Vacation hours earned beyond the maximum allowed shall be forfeited at the end of the calendar year. Eligible employees who are in a pay status for less than one full bi-weekly pay period will have their vacation accrual prorated accordingly, based upon the actual number of hours to be paid during that payperiod.

Vacation Accrual Rates

Years of Active Creditable Service	80 Hour Employee	84 Hour Employee	106 Hour Employee
Hire - 3 years	4.37 hours per pay period	4.54 hours per pay period	6.55 hours per pay period
3 – 8 years	5.33 hours per pay period	5.53 hours per pay period	8.18 hours per pay period
8 years and over	6.28 hours per pay period	6.52 hours per pay period	9.42 hours per pay period
Maximum Accrual	240 hours (six weeks)	252 hours (six weeks)	318 hours (six weeks)

(2) Taking Vacation

Earned vacation leave may be taken upon approval by an employee's Department Head or designated supervisor and may be used for rest, relaxation, or engagement in recreational activities and/or other personal interests, including educational pursuits or to run for Public Office. Employees may take vacation in one-hour increments.

Vacation time off will be granted at the convenience of the employee, whenever possible; provided, however, that primary consideration must be given to the maintenance of adequate staff to perform required services at all times. Employees should direct all requests for use of vacation time to their immediate supervisor.

Any vacation time requested by an employee and approved by the Department Head will be charged against accrued compensatory leave balances, if available, before any accrued vacation leave balances are charged.

Department Heads have the discretion to adopt supplemental procedures regarding the scheduling of Vacation Leave to address issues that are not included in this procedure, including prohibiting employees from using earned vacation leave until they have worked some minimum amount of time in a regular appointed position.

(3) Vacation Pay

Employees will receive pay for earned vacation at their regular rate of pay at the time the vacation is taken. Time taken as vacation is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums during a particular work period.

Unused vacation benefits will be paid upon termination of employment up to the maximum set forth in this policy. Such vacation benefits will be paid at the employee's regular rate of pay at the time of termination of employment. For employees on FMLA, vacation leave will run concurrently with FMLA leave consistent with the applicable rules of this policy and the FMLA policy.

C. Sick Leave

(1) Eligibility and Accrual

Earned sick leave may be authorized for all regular appointed employees including Department Head, except those who may be specifically exempt. Eligible employees earn and accrue sick leave at the rates specified below. Sick hours earned beyond the maximum allowed shall be forfeited. Sick leave does not accrue during unpaid leaves of absence or other periods of inactive service.

Eligible employees who are in a pay status for less than one full bi-weekly pay period will have their sick leave accrual prorated, based upon the actual number of hours to be paid during that pay period.

Sick Leave Accrual Rates

	80 Hour Employee	84 Hour Employee	106 Hour Employee
	3.42 hours per pay period	3.55 hours per pay period	5.33 hours per pay period
Maximum Accrual	480 hours (12 weeks)	504 hours (12 weeks)	636 hours (12 weeks)

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(2) Taking Sick Leave

Upon approval, an employee may utilize sick leave because of personal illness, convalescence, non-occupational injury, exposure to contagious disease that might endanger the health of others, dental or vision treatment, preventive medical care, and for the care of legal dependents. The City will not tolerate abuse or misuse of sick-leave. Additionally, employees are prohibited from engaging in outside employment while they are on sick leave.

Employees should direct requests for known sick leave in advance (such as a request for time off to attend a medical appointment) to their immediate supervisor. An employee who is unable to report to work because of an injury or illness must notify his or her supervisor prior to the scheduled starting time, or as soon as practical, consistent with the Attendance and Punctuality Policy. Employees should refer to the call-in requirements set forth in the City's Attendance and Punctuality Policy and any supplemental time and attendance procedures developed by their department.

For non-FMLA absences of any duration due to illness or injury not connected with employment, a Department Head may request an employee present a physician's note justifying the employee's absence from work. Failure to present a physician's note or medical excuse when requested may be grounds for discipline including termination.

The City reserves the right to require that an employee present a return to work release from an employee's health care provider at the time the employee returns to work except in cases of an employee's return from intermittent FMLA leave. Sick leave of any duration which begins after submission of a resignation or after notification of termination may be charged against accrued vacation leave, holiday leave, or in the absence thereof, to leave without pay (LWOP). Sick leave shall not be taken after the last day on duty when an employee is being separated, except for employees who are retiring for disability reasons. In addition, this prohibition does not apply the pay out of accrued sick leave to an employee's estate upon the employee's death.

Employees with potentially FMLA-qualifying conditions or situations should review the Family and Medical Leave Act Policy and apply for leave, if applicable.

(3) Sick Leave Pay

Eligible employees will receive pay for accrued sick leave at their regular rate of pay at the time the sick leave is utilized. Time taken as sick leave is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums during a particular work week.

Sick leave may be accumulated to a maximum number of hours. Sick hours earned beyond the maximum allowed shall be forfeited. Employees are not compensated for unused sick leave at the end of employment with the City or at any other time. For employees on FMLA leave, sick leave will run concurrently with FMLA leave consistent with the applicable rules of this policy, the FMLA policy and applicable law. Misuse of sick leave will be addressed as a disciplinary issue consistent with the City's Attendance and Punctuality Policy, and may be investigated in accordance with the City's Sick Leave Abuse Prevention & Investigation Procedures.

D. /Bereavement Leave

(1) Eligibility

(a) Death of a member of the employee's immediate family, whether or not such member is physically residing in the employee's household or elsewhere. For purposes of this policy, immediate family members are defined as follows:

- Spouse (including same sex spouses and common law spouses)
- Child (natural or adopted), step-child, grandchild, great-grandchild
- Brother, sister, half-brother, half-sister, step-brother, step-sister
- Parent, Grandparent, Great-grandparent, Step-parent
- Brother or sister of your mother or father (uncle, aunt)
- Son or daughter of your brother or sister (nephew, niece)
- Father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law
- Foster Child
- Legal Ward

(b) An employee is entitled to take up to three (3) days of official leave with pay to make arrangements for or to attend the funeral of an immediate family member, as defined herein. Proof of death must be furnished within seven calendar days of the employee's return to work following use of such leave. Failure to provide proof will result in a reversal of leave days granted and non-payment for any related days of missed work. Disciplinary action may be taken if it is discovered that an employee has fraudulently requested leave under this paragraph.

(2) Taking Emergency/Bereavement Leave

In the event of an immediate family member's death, an employee may utilize bereavement leave to make funeral arrangements, settle family affairs, attend the funeral or memorial service, and for bereavement. Bereavement leave outside of three (3) workdays is at the discretion of the Department Head based upon the employee's individual circumstances and the needs of the department. Absence from the job for a death occurring outside the immediate family or beyond the normal three (3) workdays funeral leave must be deducted from annual leave (compensatory leave, sick leave, or vacation leave in that order). The workdays are required to be taken concurrently.

E. Injury Leave

Injury leave may be granted to City employees only in cases where an employee's injury has been designated a catastrophic injury as defined by State Worker's Compensation Law. Injuries must arise out of, and in the course of, employment as defined by law.

Injury Leave may be granted only upon written recommendation of the Department Head, as reviewed by the Human Resources Director, Risk Manager, and approved by the City Manager. A physician's certificate must be furnished for all injury leave requests. The employee may elect to use either leave without pay (LWOP) or his or her available leave. After the first seven days, the employee shall receive Workers Compensation benefits only, which would total approximately two-thirds of his or her average weekly wage, not to exceed the maximum Workers Compensation indemnity benefits as governed by the State Board of Workers' Compensation.

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F. Family and Medical Leave

The City will grant family and medical leave in accordance with the requirements of the Family and Medical Leave Act of 1993, as set forth in City's Family and Medical Leave Act (FMLA) Policy.

G. Military Leave

The City will grant military leave in accordance with the requirements of the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as "USERRA" and Georgia law.

(1) Military Leave under Federal Law - USERRA

Federal law provides employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as "USERRA." Employees' rights under USERRA are summarized below.

(a) Eligibility for Leave

City employees serving in the "uniformed services" are covered by USERRA. The "uniformed services" are defined as the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or national emergency. The uniformed services also include participants in the National Disaster Medical System when activated to provide assistance in response to a public health emergency, to be present for a short period of time when there is a risk of a public health

emergency, or when they are participants in authorized training.

“Service” consists of performing any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full time National Guard duty, absence from work for an examination to determine fitness for such duty, and absence for performing funeral honors duty. Total military leave time may not exceed five cumulative years during employment, except in the following defined circumstances:

- An employee serves in excess of five years to fulfill an initial period of obligated service
- An employee is unable to obtain orders of release through no fault of his or her own
- Required drills and annual training and other training duty certified by the military to be necessary for professional development or skill training/retraining
- Service performed during time of war or National Emergency or for other critical missions/contingencies/military requirements

An employee who is separated as a result of exceeding the five-year service limit under this provision will not be deemed to have been dismissed for disciplinary reasons and therefore will not have any right to appeal the dismissal.

(b) Notice of Leave

Advance notice of leave is required, preferably in writing, unless giving of notice is impossible or unreasonable, or notice is prohibited by military necessity (which is defined by the United States Department of Defense). When notice is required, employees must provide their Department Head with as much advance notice as possible of any anticipated leave of absence for military service.

(c) Compensation and Benefits During Leave

In compliance with Federal and State law, City employees (excluding those employed on a temporary basis) taking military leave will be paid their full salary or other compensation as a public employee for any and all periods of absence while engaged in the performance of ordered military duty and while going to and returning from such duty, not exceeding a total of 18 days in any one federal fiscal year; however, in the event the Governor declares an emergency and orders any public officer or employee to ordered military duty as a member of the National Guard, any such officer or employee, while performing such duty, shall be paid his or her salary or other compensation as a public officer or employee for a period not exceeding 30 days in any one federal fiscal year.

Accrued unused vacation, holiday pay, and sick leave will then be paid during unpaid military leave at the employee’s request. In addition, employees may request payment of any accrued, unused compensatory time, which request will be granted by the Department Head. After 30 days of continuous military leave, employees may elect to continue their health plan coverage at their own expense, for up to 24 months or during the remaining period of service, whichever is shorter.

Vacation and leave benefits continue to accrue during a military leave of absence only up to 18 days.

An employee returning from military leave is entitled to any unused, accrued vacation and sick leave benefits the employee had at the time the military leave began minus any

vacation and/or sick leave benefits the employee chose to use during the leave. Upon reinstatement, the employee will begin to accrue vacation and sick leave benefits at the rate he or she would have attained if no military leave had been taken.

(d) Reinstatement

In order to be eligible for reinstatement, an employee must have provided advance notice of the need for military leave (where required); must have completed his or her service on a basis that is not dishonorable or otherwise prohibited under USERRA, and must not have exceed the five-year cumulative limit on periods of service as defined by USERRA.

Employees whose military service will be for fewer than 31 days must report to back to work at the beginning of the first full, regularly scheduled work day following completion of service, after allowing for a period of safe travel home and eight hours of rest.

Employees whose military service will be for more than 30 days, but fewer than 181 days must apply for re-employment within 14 days after completing service. Employees whose service is greater than 180 days must apply for re-employment within 90 days after completing service.

The deadlines to report to work or apply for re-employment can be extended up to two years to accommodate a period during which a person was hospitalized for or convalescing from an injury or illness that occurred or was aggravated during a period of military service.

As with other leaves of absence, failure to return to work or to re-apply within applicable time limits may result in loss of re-employment rights. Full details regarding reinstatement are available from the Human Resources Department. In general, an employee returning from military leave will be re-employed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, City will provide training to assist the employee in the transition back to the workforce.

Eligible employees returning from leave will not be discharged except for cause during the following time periods as applicable:

- 180 days after the employee's date of re-employment if his or her most recent period of uniformed service was more than 30 days but less than 181 days; or
- One year after the date of re-employment if the employee's most recent period of uniformed service was more than 180 days.

An employee who fails to report to work within the time limits noted above will be treated as any other employee who has missed work.

(2) Military Leave under Georgia Law

In addition to employees' rights under USERRA, pursuant to Georgia law, regular full-time or part-time employees, including members of the Georgia National Guard and the state militia or reserves, are entitled to a leave of absence for military duty. Eligible employees, who provide a certificate of military service completion, are qualified for the job and apply for reinstatement within 90 days after being relieved from military service will be restored to the same employment position or to a position of like seniority, status and pay. An exception may arise if the City's circumstances change such that it is impossible or unreasonable to provide reinstatement following the leave of absence.

Regular appointed employees who must leave for up to six months in a four-year period to participate in assemblies or annual training, or to attend service schools conducted by the United States armed forces, are also entitled to reinstatement to their previous position, provided they are still qualified for the position and they apply for re-employment within 10 days after completion of the temporary period of service.

Eligible employees who are reinstated following a leave of absence will not be discharged without cause for one year following reinstatement. Employees should contact a Human Resources Department representative for more information about Military Leave.

H. Official Leave

Upon approval by a Department Head, employees may be granted official leave with pay for the purpose of transacting official City business, to include attendance at meetings or brief courses of instruction directly related to their assigned duties and deemed to be in the best interest of the City. Official leave shall be granted independently of other categories of leave specified in this procedure and shall not accrue. Such leave shall be counted as active creditable service and shall be substantiated by appropriate documentation.

I. Leave of Absence Without Pay (LWOP)

Unless otherwise permitted in the City Policies and Procedures, a leave of absence without pay for medical reasons must be requested and approved through the ADA accommodation process as set forth in City's Americans with Disabilities Act - Reasonable Accommodation Policy and Procedure.

Unpaid leave will not be approved under normal circumstances. All requests for leave without pay must be approved by the Department Head through consultation with the HR Director or designee. Paid leave will not be accrued during leave without pay status.

Please note that while an employee is on leave of absence without pay, there is no job protection by the City, except as required by law. Employees may continue, at their sole expense, their group health insurance coverage while on leave of absence without pay. In order to continue coverage, the employee must contact Human Resources to arrange for documentation and payment of premiums. The exceptions to these provisions are leavegranted as Family Medical and Military Leave as specified in this manual.

J. Court Leave (Jury and Witness Duty Leave)

The City encourages employees to serve on jury or witness duty when called. Employees are entitled to court leave without loss of pay or time for all days during which he/she shall be subpoenaed by any court, Federal, State or political subdivision thereof, to serve as a juror or witness. Employees on court leave shall be entitled to retain all remuneration received for such service, in addition to their regular pay. Court leave shall be granted independently of other categories of leave specified in this policy and will not accrue. Court leave will be counted as active, creditable service.

Employees are not entitled to leave under this procedure for legal proceedings in which the employee is a party to the litigation. Similarly, employees who are absent from work because of a court order or judicial process due to being charged with a crime are not entitled to leave.

Employees must notify their Department Head of the need for time off for jury or witness duty upon receipt of a subpoena, notice or summons from the court, and should provide their Department Head with a copy of such documentation.

Employees may be required to provide verification of jury duty or witness service from the court clerk. Any employee on jury or witness duty is expected to report or return to work for the remainder of the work schedule when dismissed from jury or witness duty.

Under no circumstances will employees be terminated, threatened, coerced, or penalized because they request or take leave in accordance with this policy.

K. Voting Leave

The City encourages all employees to fulfill their civic responsibilities and to vote in official public elections. The City complies with all applicable state and municipal voting time laws.

Generally, working hours are such that an employee will have ample time to cast a vote before or after the work shift. If employees do not have sufficient time to vote, however, that employee should discuss the matter with their immediate supervisor.

In accordance with O.C.G.A. §21-2-404, any employee who has less than two hours outside of working hours to vote while the polls are open may take up to two hours off from work, without loss of pay to vote. Any additional time off will be without pay for non-exempt employees.

Paid leave for voting is available to employees when their work schedule does not allow them at least two (2) hours (including travel) to vote either before or after work. Employees who are scheduled to begin work at least two hours after the polls open or end work at least two hours before the polls close are not eligible to request paid leave for voting.

Employees must provide reasonable advance notice of the need for time off to vote so that the time off can be scheduled to minimize disruption to normal work schedules. Proof of having actually voted may be required.

L. Parental Leave

Regular appointed employees who have been employed by the City for at least one (1) year are eligible for paid parental leave as set forth in the Paid Parental Leave Policy and Procedure.

M. Volunteer Activity Leave

Regular appointed employees shall be permitted to take up to two (2) days of paid leave per calendar year to participate in eligible volunteer activities. Such leave time shall not be chargeable to an employee's sick, vacation, compensatory or holiday leave accruals. Volunteer Activity Leave hours do not accrue and unused leave will not roll over to the next calendar year. Rather, eligible employees may use Volunteer Activity Leave for qualifying absences that occur during their regular scheduled work hours, up to a total of two (2) days in any calendar year. Volunteer Activity carries no cash value if unused, and employees will receive no payout of unused Volunteer Activity Leave upon separation from the City.

Eligible activities include, but are not limited to, the following school or community volunteer activities:

1. Voluntary service as part of an organized service project sponsored by a community, national or other service organization, e.g., Habitat for Humanity
2. Participation in community service programs that meet child, elder, or human needs. For example, delivering meals to the elderly or to needy community citizens through an organization such as Meals on Wheels
3. Attending non-profit boards and committee meetings, e.g., Boy Scouts/Girl Scouts, Big Brother/Big Sister, American Red Cross, 100 Black Men, etc.
4. Participation in activities directly related to non-profit fundraising, e.g., set up/take down, registration, answering phones, recruiting/organizing/training volunteers
5. Participation in activities directly related to student achievement and academic support of the employee's child, step-child, foster-child, or other child for whom

the employee has legal custody. Covered activities range from nursery and pre-school programs through higher education and include, but are not limited to the following:

- Attendance at Parent/Teacher conferences
- Participation in classroom activities, such as reading to a class or presenting on career day; proctoring examinations, attendance at award and recognition ceremonies or graduation exercises; participation in field day activities; chaperoning field trips; attendance at open house functions; and interviewing for a new school

Use of Volunteer Activity Leave for any political purpose or agenda is prohibited.

Volunteer Activity Leave is not intended and may not be used for the following activities:

1. Organizations whose primary purpose is to influence political campaigns on behalf of or against any candidate, political party, or political action committee
2. Participation in rallies, marches, or other events with a political agenda
3. Involvement in schools for attendance at social or sporting events
4. Faith-based religious gatherings
5. Participation in fraternal organizations, social clubs, labor organizations, or athletic/recreational clubs
6. Participation in a run, marathon, golf tournament, or other recreational activity, even if the goal is to raise funds for charitable goals and services
7. In place of annual or sick leave.

Solicitation for charities or organizations in the workplace will not be permitted in accordance with the City's No-Solicitation policy.

Employees must receive approval from their supervisors prior to using Volunteer Activity Leave. Supervisors may require written verification from an official of the service organization for use of Volunteer Activity Leave. If the leave is used for school-related activities, written verification should be from a school administrator or teacher.

Departments have discretion to approve or deny requests for leave based on operational needs, or other reasons, such as conduct, attendance, or unsatisfactory work performance. The Department Head should ensure that denials are applied consistently for all similarly situated employees.

Departments may determine that it is not possible to release certain employees under this policy and procedure, such as employees in direct care or public safety positions, due to staffing requirements. When adequate, capable back-up staff is readily available, or if it is possible to adjust employees' schedules, employees' requests should be granted. If they are unable to grant Volunteer Activity Leave requests, departments should inform affected employees as soon as possible after the decisions are made.

Employees cannot be paid for more than two (2) days of Volunteer Activity Leave in a calendar year regardless of transfer from one department to another. Each department is responsible for conducting due diligence to ensure an employee has not exhausted Volunteer Activity Leave prior to approving the paid leave.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

N. Administrative Leave

An employee may be placed on paid administrative leave for the following purposes:

1. During the investigation of any alleged improper act by an employee which may result in formal disciplinary action(s) and/or when the retention of the employee may be detrimental to the interests of the City or injurious to the employee, his/her fellow workers or the general public. Generally, an employee will not be placed on administrative leave for any period longer than is necessary for the department to determine the appropriate disciplinary action, if any, to be taken. In accordance with the Discipline Policy and Procedure, no classified employee shall be placed on Administrative Leave pending an investigation of alleged improper conduct for longer than ten working days.
2. As a non-monetary bonus award to an employee to recognize outstanding performance. A bonus award in the form of administrative leave may not exceed five working days or shifts in a calendar year. Any administrative leave awarded as a non-monetary bonus must be used within a year of the date granted.
3. As a non-monetary bonus award to recognize long term service of City employees who earn length of service awards.

In addition, Administrative Leave shall be any paid leave authorized by the City Manager or Department Head which is not otherwise specifically delineated in the Time Away from Work Policy and/or this procedure.

I. Leave Administration, Approval Process & Reporting

The Human Resources Director shall be responsible for the administration and enforcement of leave regulations and related procedures and for the maintenance of an official master record of all leave accruals, usage and balances. Requests for leaves of absence in all categories shall be submitted by an employee through normal channels of supervision to the employee's Department Head. Department Head shall be responsible for adherence to approved leave policies in their respective areas of responsibility. Approval and scheduling of leave time for an employee shall be the responsibility of that employee's Department Head.

All approved leave time in any category whatsoever shall be certified by the Department Head and reported directly in terms of hours for the preceding pay period. Time sheets, leave slips, and related documentation such as military orders, subpoenas, medical certifications and letters of authorization shall be retained by the City in a file separate from the employee's personnel file after such absences have been approved and reported on payrolls. In particular, all documents containing medical information will be maintained by the Human Resources Director in a separate file for each employee that is not part of their personnel file. Such records will be retained for at least three (3) years in addition to the current year.

No paid leave shall be approved or reported in excess of current accrued leave balances as reflected in official leave records.

Periodic internal and external audits of the leave records in each department may be scheduled and conducted to ensure that all leave policies are being properly followed and enforced.

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IV. Transfer of Leave Between Employees

- (1) Transfer of leave between employees will be permitted when the receiving employee has exhausted all categories of accrued leave and is unable to work for the employee's own personal health reasons.
- (2) Only compensatory time, vacation leave and holiday leave can be transferred into a recipient's sick leave balance. Transferred leave must be in whole hours only.
- (3) Transfer of hours is limited to six weeks per calendar year. All transfer requests must be accompanied by an original physician's statement indicating that leave is needed for medical reasons.
- (4) The donor employee must retain a minimum vacation leave balance of two weeks
- (5) Transfer of hours is final and cannot be reversed
- (6) A copy of a completed transfer form must be submitted to each employee's Department Head for payroll purposes
- (7) An employee using transferred leave will not accrue any leave

V. Payment of Leave Upon Retirement for Disability or Death

Notwithstanding any other provisions in the Time Away from Work Policy and Procedure, employees who retire for physical or mental disability or who die while in City service shall receive the following payouts:

- (1) An employee who retires for physical or mental disability may utilize all unused, accrued sick leave, vacation leave, compensatory leave, and/or holiday leave to which he or she was entitled at the time of such retirement;
- (2) An employee who dies while in the City service shall have paid to his/her estate executor the value of all unused accrued leave balances for vacation leave, sick leave, compensatory leave and/or holiday leave.

VI. Miscellaneous Leave Provisions

(1) Leave for Rehires

Sick leave balances shall be restored for those employees who are re-employed in a regular appointed position within six (6) months of their most recent separation from a regular appointed position. Employees who are re-employed within one (1) year of their most recent separation from a City regular appointed position shall be entitled to the bridging of service time for vacation accrual rates.

(2) Transfer from one Department or Job to Another

(a) An employee transferring from one department to another shall be credited with all accrued leave in all accruable categories with no change in current accrual rate unless tied to creditable years of service.

(b) When an employee who accrues leave accepts an appointment in a position which does not accrue leave, the employee will be paid his/her accumulated vacation, and/or holiday leave at the time of accepting the new appointment. In these instances, accrued sick leave balances will be forfeited in the same manner as for other employees who are separated. However, sick leave balances will be frozen and held in reserve for computation of pension and retirement benefits at the time of retirement. All accrued compensatory time will be paid out.

(3) Accrual of Vacation & Sick Leave While on Paid Leave

Subject to the provisions of the Time Away from Work Policy and Procedure, vacation and sick leave shall continue to accrue while eligible employees are on paid leave.

(4) Paid Time Off for Blood Donors

Paid time off shall be granted to blood donors at the rate of 4.0 hours for each such donation, chargeable as "Other Leave," to be taken at the convenience of the Department Head concerned within six months of receipt.

(5) Indebtedness to City

Whenever an employee is indebted to the City, the amount of such indebtedness may be deducted from compensation due and/or from accrued compensatory, vacation leave, as allowed by applicable law.

(6) Adjustment to Active Creditable Service

With the exception of FMLA leave, all leave without pay in excess of six (6) weeks shall result in an adjustment to an employee's active creditable service, unless otherwise prohibited by law.

(7) Adjustments to Leave Records upon Change in Circumstances

When an illness occurs during an approved vacation or other accruable leave period, appropriate adjustments to the employee's leave records, e.g., changing leave time from vacation to sick leave, may be made as necessary by the employee's Department Head upon the employee's return to work.

(8) Adjustment in Pay Rate upon Return from Paid Leave

An employee in a paid leave status will receive, as appropriate, any and all pay rate adjustments which may have occurred during the employee's absence upon the employee's return to work from paid leave.

(9) Time for Crediting & Taking Accrued Leave

Leave shall not be credited or taken in any category until after the end of the accrual period during which it is earned.

(10) Requirements for Paid Leave

Any employee who uses any paid leave for medical appointments or recurring treatment may be required to submit reports of attendance at such appointments.

TIMEKEEPING

Number: 326 -18

It is the policy of the City to properly compensate employees for all time worked.

I. Non-exempt Employees

Employees will be paid for all time worked.

Employees who are classified by the Fair Labor Standards Act (FLSA) as non-exempt must accurately record the time they work each day, including arrival, departure, meal, and break times. Employees are to record their time by clocking in and out on the City's electronic timekeeping system. If an employee forgets to clock in or out, the employee must immediately notify their supervisor, complete a Timesheet Adjustment form, and return the signed and

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completed form to their supervisor. Employees will be paid for all time worked; however, repeated instances of failing to properly clock in and out may result in disciplinary action.

When employees receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked. If an employee believes that his or her paycheck is not accurate, the employee must immediately inform his or her supervisor and/or the Human Resources Department.

Non-exempt employees may not work “off the clock,” meaning they may not perform any work for the City that they do not record in the City’s timekeeping system, and the City will not tolerate any “off the clock” work. Non-exempt employees must report all time worked and not work any time that is not authorized by their supervisors. Employees who have questions about when or how many hours they are expected to work should contact their supervisor and/or the Human Resources Department.

It is a violation of the City’s policy for anyone (including a supervisor or manager) to instruct or encourage another employee to work “off the clock,” to incorrectly report hours worked, or to alter another employee’s time records. If any employee is directed or encouraged to work off-the-clock, to incorrectly report hours worked, or to alter another employee’s time records, he or she should report the incident immediately to the Department Head and/or the Human Resources Department. Supervisors who violate this policy may be subject to disciplinary action including termination.

II. Exempt Employees

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave or vacation.

Exempt employees are paid on a salary basis. This means the employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee’s work. In general, an exempt employee will receive his or her salary for any week in which the employee performs any work, regardless of the number of days or hours worked. However, an exempt employee will not be paid for days not worked in the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons other than sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available vacation or compensatory time to make up for the reduction in salary
- When an exempt employee takes one or more full days off from work due to sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available sick time to make up for the reduction in salary
- When an exempt employee works only part of the week during his or her first and last week with the City, the employee will be paid only for the days actually worked
- When an exempt employee takes unpaid leave under the Family and Medical Leave Act or corresponding laws, the City will not pay for such days/hours of absence, unless the employee has accrued vacation, sick or compensatory time to cover said absence

The City may require an exempt employee to use available vacation or sick time, as a replacement for salary, when the employee takes less than a full-day off from work. Pursuant to applicable law, the City may reduce an exempt employee's salary for absences less than a full day given that exempt employees of the City are paid according to a pay system established by a policy or practice pursuant to principles of public accountability, under which exempt employees accrue personal leave and sick leave and which requires City's employees' pay to be reduced or such employees to be placed on leave without pay for absences for personal reasons or because of illness or injury of less than one work day when accrued leave is not used by an employee because:

- (1) Permission for its use has not been sought or has been sought and denied
- (2) Accrued leave has been exhausted, or
- (3) The employee chooses to use leave without pay.

Deductions from the pay of an employee of a public agency for absences due to a budget-required furlough shall not disqualify the employee from being paid on a salary basis except in the work week in which the furlough occurs and for which the employee's pay is accordingly reduced.

An exempt employee's salary will not be reduced when the employee works part of a week and misses part of a week due to service as a juror or witness or in the military or for lack of work.

III. Generally Applicable Provisions

Any employee may have their salary reduced as a result of disciplinary actions in accordance with applicable law and City disciplinary policies and procedures.

It is the City's policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable State law. The City prohibits any deductions from pay that violate the FLSA or applicable State law.

If an exempt employee believes that an improper deduction has been made to his or her salary, the employee should immediately report this information to the Department Head and/or the Human Resources Director. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

TUITION REIMBURSEMENT PLAN

Number: 327-18

I. Statement of Policy

(1) Eligibility and Procedure

Only for Full-time Regular, Fire, and Police Department employees who have successfully completed their probationary period, are rated as satisfactory or better on their last evaluation and have completed one (1) year of service are eligible to apply for tuition assistance. Formal education must be obtained at an accredited educational institution. The degree that the employee is going to obtain must align with positions in the City. The Department Head must ensure money is budgeted for education reimbursement.

Employees who take approved courses during off-duty hours may be reimbursed up to one

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hundred percent (100%) up to a maximum of five thousand dollars (\$2,500 per semester) per budget year of educational costs. Within 90 days of course completion, the employee must submit to the department head and Human Resources Department the following documentation:

- Proof of the cost of tuition and other eligible expenses for the course
- Credit card receipt or canceled check showing personal payment of eligible expenses or record of loan payment received by the institution
- Evidence of the final grade from the educational institution.

Application fees, miscellaneous administrative fees, graduation fees, test and examination fees, evaluation fees, parking fees, gasoline, activity fees, health fees, food, mileage, lodging, etc. are **not** subject to reimbursement.

The reimbursement schedule shall be:

100% Grade of “A” or “passing” for pass/fail courses

75% Grade of “B”

50% Grade of “C” 0% Grade below “C”, withdrawal, incomplete or another non-passing grade

There will be no duplicate payments for the same course. Reimbursement requested more than ninety (90) days after completion of the course will not be honored. Employees will not be reimbursed for the expenses associated with the course if they voluntarily leave or are terminated from the City during the course of study.

In addition, if an employee has received a degree or has taken multiple courses toward a degree and decides to voluntarily leave the City, the employee must reimburse the city in the following increments:

Years of Service After Completion	Percentage to Reimburse the City
• 1 (one) year or less	40%
• 2-3 (two or three) years	30%

There is no guarantee that this policy will remain in effect past the term for which the employee applies.

USE AND RETURN OF CITY PROPERTY

Number: 328 -18

I. Statement of the Policy

New employees may be issued City property upon hire. This may include, but is not limited to, keys, key cards for access to buildings and offices; photo identification cards; uniforms; computers or mobile devices and vehicles.

No employee or City official may use any equipment, materials, supplies, or other City

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property or the services of City employees for their personal benefit. Employees are expected to use proper care when using the City's property and equipment. No property may be removed from the premises without the proper authorization of the employee's Supervisor/Manager. If an employee loses, breaks, or damages any property, s/he must report it to their

supervisor/manager immediately. An employee who negligently loses or damages City-issued property may be required to replace the item(s) at their own expense. The Risk Manager will determine cause of loss or damage upon investigation.

Upon separation of employment for any reason, employees must promptly return all City property. This policy specifically requires employees to return all City property (including electronically stored information) that employees may have taken outside of the office, e.g., personal residence, or transferred to or stored on non-City computers and other electronic storage devices during their employment. Employees should clearly understand that, upon separation of their employment, they are without authorization to access or use of any such City property, whether through a City computer or non-City computer. Further, for the avoidance of doubt, this policy makes clear that no employee is authorized to access the City's computer systems or networks, including City email services, after separation of employment, unless such post-separation access is expressly authorized in writing by the City Manager.

RECOUPMENT OF MONIES OWED BY EMPLOYEES

Number: 329 -18

I. Statement of the Policy

The City of South Fulton is expected and authorized to lawfully recoup money owed to the City by current and former employees, City Council appointees, and elected officials. Occasionally, an employee, appointee, or elected official may be paid money in error or may be obligated to reimburse the City for certain expenditures. Because the City is funded by public dollars, it is imperative that employees, appointees, or elected officials and the City make every effort to avoid and correct payroll errors and to refund and recoup monies not otherwise due to the recipient. This policy is not intended to replace other legal remedies available to the City. Rather, this policy is intended to add to lawful mechanisms for the recoupment of money owed to the City.

II. When Recoupment is Warranted

The City is authorized to recoup monies from an employee in the following circumstances:

- A. When, because an error by the City, an employee is paid or receives any sum of money not due to the employee including, but not limited to unearned compensation and reimbursements and pre-paid travel/training expenses to which the employee is not entitled, provided that within twelve (12) months of the overpayment, the employee receives notice of the error and the City's intention to recoup the over-payment.
 - (1) A nominal over-payment of one hundred dollars (\$100.00) or less may be recouped at one time; and
 - (2) A significant over-payment of more than one hundred dollars (\$100.00) should be recouped via multiple payments, if possible, unless the over-payment is being recouped from a vacation leave payout upon an employee's separation from employment.

- B. When an employee fails to fulfill an obligation or commitment upon which receipt of a monetary bonus or other incentive payment has been conditioned.
- C. When an employee fails to meet an obligation under an agreement resulting in entitlement to reimbursement for training or educational costs incurred by the City.
- D. When the City, because an employee, incurs a non-refundable expense that is used or will be used for the employee's own personal use. An example of such an expense would be when the City purchases non-refundable, non-transferable airfare that the employee decides not to use for the intended City business purpose.

III. Deductions

Absent a voluntary reimbursement by the employee, the City is authorized to recoup monies from an employee using voluntary and/or involuntary deductions from pay. In addition, the City may elect to use any of the following methods in lieu of, or in combination with, pay deductions:

- Deductions from accrued compensatory, holiday and/or vacation leave
- Deductions from compensatory, holiday and/or vacation leave payouts
- Deductions from future reimbursement and/or expense payment requests

Any deduction from compensation for hours worked may not be taken to the extent it reduces the employee's pay below the minimum wage rate of pay or results in an exempt employee becoming non-exempt pursuant to the Fair Labor Standards Act (FLSA).

If an employee separates from employment with a balance owed to the City, this policy does not exclude other legal remedies available to the City for collection of said balance.

IV. Elected Officials and Council Appointees

When, because an error by the City, an elected official or an appointee of the City Council is paid compensation over and above the amount required by law, the City should arrange for the individual to either a) immediately return the over-payment or b) deduct the over-payment from future compensation so that the individual's total compensation does not exceed the amount required by law.

When the City, on account of an individual, incurs a non-refundable expense that is used or will be used for the individual's own personal use, e.g., when the City purchases non-refundable, non-transferable airfare that the individual decides not to use for the intended City business purpose, or receives a reimbursement or pre-payment for an ineligible expense or an expense that cannot be reconciled, the City may deduct the value of the expense from future reimbursements and/or pre-payments for future expenses.

V. Availability of Other Remedies

Notwithstanding these procedures, City of South Fulton reserves the right to use all available legal remedies to recoup money owed to the City.

CITY OF SOUTH FULTON MANUAL



DEFINITIONS

These policies do not create a contract of employment. Employment for non-classified employees remains “at will”.

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City of South Fulton | March 22, 2022



DEFINITIONS

Classified Employee for purposes of this manual refers to those employees occupying positions in the “classified service” as defined and identified by the City Code Sec. 1-6001.

City for purposes of this manual means City of South Fulton, Georgia.

Department Head is defined as the person authorized by law and/or delegated authority to oversee the operations of a department.

Employee for purposes of this manual is defined as any individual who holds a budgeted position with the City of South Fulton.

Exempt Employee for purposes of this manual is defined as an employee who is specifically exempt from the overtime compensation provisions of the Fair Labor Standards Act (29 U.S.C. §§ 201 et seq.).

Non-exempt Employee for purposes of this manual is defined as an employee who is entitled to minimum wage and overtime compensation (or compensatory time in lieu thereof) pursuant to the provisions of the Fair Labor Standards Act (29 U.S.C. §§ 201 et seq.).

Regular Appointed Employee for purposes of this manual refers to those employees occupying a full-time position in a classified or unclassified status

Unclassified Employee for purposes of this manual refers to those employees occupying positions in the “unclassified service” as defined and are at-will.

At-Will Employee for purposes of this manual refers to employees who serve at the will of the City of South Fulton (all employees with the exception of employees in a classified status).

Please note that specific policies and procedures contained in this Manual may include additional definitions.

HUMAN RESOURCES POLICIES AND PROCEDURES MANUAL

Acknowledgement Form

I have received a copy of the Human Resources Policies and Procedures Manual (“manual”) for the City of South Fulton (“City”) and accept responsibility for reading the manual and becoming familiar with its contents. I acknowledge that I am responsible for complying with the expectations and policies in the manual, and that my violation of any expectation or policy therein may subject me to disciplinary action, up to and including termination of employment.

I understand that the manual is intended to assist with the management of personnel issues for the City, and is not intended to address every situation that may arise or to create specific policy to be applied in every instance. The provisions and guidelines in the manual are binding on the City and may be changed, interpreted, modified, revoked, suspended, terminated, or added to by the City at any time, at the City’s sole option, and with prior notice as addressed herein.

I acknowledge that nothing in the manual is intended to create, comprise, or define, nor should it be construed to constitute, any type of oral or written employment contract, promise, or guarantee, expressed or implied, between the City and any person or its employees. Nothing in the manual provides me with any assurance of, or property right in, employment or continued employment with the City. In the absence of a specific agreement to the contrary, authorized in this manual, my employment with and compensation from the City are for no definite period of time and may be terminated by me or the City at any time, for any reason, with or without cause, and with or without notice unless otherwise spelled out in this manual (notwithstanding the provisions permitted for classified employees).

Signature

Witness

Print name

Print name

Date

Title

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GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER



Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk
FROM: Karen Slaton-Dixon, Finance Director *KSD*
DATE: February 17, 2022
SUBJECT: HR Policies and Procedures Amendment

CONCLUSION

No direct funds are being requested nor have any direct funds been allocated in the FY22 budget to cover any known expenses.

BACKGROUND

The City Human Resources Department desires to revise the Policies and Procedures Manual.

FINANCIAL IMPACT

The proposed policy changes as written will have a financial impact on the City's FY23 budget. The impact will be on the salaries/benefits of those departments where anything in excess of 120 hours will need to be paid to those employees who are required to work on a holiday (8 or 12 hours).

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 8:35 p.m. Second Reading of An Ordinance To Amend Title 1, Administration, Chapter 6, Municipal Employees, Of The Code Of Ordinances, City Of South Fulton, GA To Add Section 2-6010 Healthy Workplace

DATE: March 22, 2022

SUBJECT: 8:35 p.m. Second Reading of An Ordinance To Amend Title 1, Administration, Chapter 6, Municipal Employees, Of The Code Of Ordinances, City Of South Fulton, GA To Add Section 2-6010 Healthy Workplace

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Healthy Workplace Ord final1	Cover Memo	3/18/2022
COSF Memorandum FIS Healthy Workplace Ordinance	Cover Memo	3/18/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2022-_____

AN ORDINANCE TO AMEND TITLE 1, ADMINISTRATION, CHAPTER 6, MUNICIPAL EMPLOYEES, OF THE CODE OF ORDINANCES, CITY OF SOUTH FULTON, GA TO ADD SECTION 2-6010 HEALTHY WORKPLACE AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmembers Williams, Rowell, Sebastian, Reeves)

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

WHEREAS, the City Council has determined it is necessary to ensure that a healthy workplace environment free of harassment, abusive behavior and bullying is fostered at the City for its employees and to provide for a grievance board to address; and

WHEREAS, the City desires to amend its code of ordinances through this Ordinance to provide regulations for maintaining a healthy workplace environment devoid of harassment, abusive behavior and bullying and to provide for a grievance board to address related grievances.

THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows:

Section 1. The Code of Ordinances, City of South Fulton, Georgia, Title 1, Administration, Chapter 6, Municipal Employees, is hereby amended to add the following:

TITLE 1 – ADMINISTRATION

Chapter 6 – Municipal Employees

2-6010. This part shall be known and may be cited as the City of South Fulton Healthy Workplace Ordinance.

2-6010.1 General

The City of South Fulton is committed to providing a safe and respectful working environment that is free from workplace bullying/abusive conduct, and harassment. The City prohibits and will not tolerate any form of workplace bullying and/or harassment by and against City

employees, supervisors, managers, applicants for employment, and others in the workplace environment.

All employees are responsible for maintaining and contributing to an environment that is free from bullying and/or harassment. All employees (including supervisors and managers) are expected to conduct themselves in a manner that demonstrates professional conduct and mutual respect for others. Supervisors and managers must make every reasonable effort to establish and maintain a workplace free of bullying/abusive conduct and harassment.

2-6010.2 Prohibited Conduct

The workplace environment of the City shall be devoid of the following conduct:

(1) Abusive Conduct/Bullying

Abusive conduct means acts or omissions that would cause a reasonable person, based on the severity, nature, and frequency of the conduct, to believe that an employee was subject to an abusive work environment/conduct made with malice, meaning with the intention of harming someone, that a reasonable person would find hostile, offensive, humiliating, intimidating, and unrelated to an employer's legitimate business interests. Abusive conduct may include, but is not limited to:

- Repeated verbal or written abuse, including derogatory remarks, insults, and epithets.
- Verbal, nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature.
- The sabotage or undermining of an employee's work performance.

This list is illustrative only and not exhaustive. A single act generally will not constitute abusive conduct unless the conduct is determined to be severe and egregious.

(2) Harassment

Harassment means malicious, unwanted, repetitive and abusive conduct; arbitrary, unreasonable and/or capricious; verbal, written and/or physical; repeatedly by an employer, its agents, supervisors or employees, outside the legitimate interests of the company and unwanted by the person, and that creates an intimidating, humiliating, hostile or offensive work environment, not suitable for the reasonable person to perform their duties or tasks in a normal manner. Conduct constituting workplace harassment includes, but is not limited to, acts such as those detailed below:

- (1) Verbal outbursts of repeated episodes of impulsive, aggressive, violent behavior, or angry verbal outbursts which are grossly out of proportion and inappropriate to the situation.
- (2) Injurious, defamatory or harmful expressions about the person, with or without the use of profanity.
- (3) Hostile and humiliating remarks of professional disqualification.
- (4) The unjustified threats of dismissal.
- (5) The multiple disciplinary complaints of any of the active subjects of the harassment, whose recklessness is demonstrated by the result of the respective disciplinary processes.

- (6) The humiliating disqualification of proposals or opinions of work.
- (7) The comments or ridicules directed at the employee about the physical appearance or the way of dressing.
- (8) The public allusion to facts pertaining to the personal and family privacy of the affected employee.
- (9) The imposition of duties patently outside the scope of employment obligations, the openly disproportionate demands on the fulfillment of the work entrusted and the abrupt change of the workplace or of the contracted work without any objective basis regarding the business or service to which the employer is engaged.
- (10) The refusal of the employer or other employees to provide information pertinent to the performance of tasks.

Prohibited conduct for the purposes of this Ordinance shall not be confused with conduct of management employees exercising management rights including, but not limited to, assigning tasks, reprimanding, assigning discipline, or directing. Conduct that constitutes a protected exercise of an individual's rights under the First Amendment to the United States Constitution shall not be deemed a violation of this Ordinance.

This Ordinance applies to use of City's email and other electronic communication systems or devices. Any employee who violates this Ordinance shall be subject to disciplinary action, up to and including termination of employment.

2-6010.3 Complaint Procedure

The City expects all employees to report immediately all concerns of bullying/abusive conduct or harassment so that prompt and appropriate action can be taken in according with the City grievance policy and procedures and this Ordinance.

If you are subjected to any conduct that you believe violates this Ordinance or witness any such conduct, you must promptly speak to, write, or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, the next level above your direct supervisor, ideally within ten (10) days of the offending conduct. If you have not received a satisfactory response within five (5) days after reporting any incident of what you perceive to be prohibited conduct, please immediately contact the Human Resources Department to ensure that a prompt investigation is completed. Prohibited conduct may be challenged even if the complaining party is not the intended target of the conduct.

The complaint should be as detailed as possible, including the date, time, and location of the incident and the names of all individuals involved and any witnesses. Employees are expected to cooperate in any related investigation. The City will thoroughly investigate all complaints of prohibited conduct as soon as practicable and will take prompt corrective action in accordance with the City's grievance policy and procedures, including discipline, if appropriate. If after a thorough investigation, the employee is not satisfied with the result of the investigation, the employee may appeal the determination to an ad hoc grievance board.

2-6010.4 Ad Hoc Grievance/Appeal Board

An employee shall have the right to appeal an unsatisfactory determination of a complaint of bullying, abusive behavior or harassment to the grievance board. The board shall ensure that employees have a fair and impartial appeal and review of the determination of their complaint. The grievance board shall be ad hoc and be composed as follows:

- (1) A part-time municipal court judge as nonvoting chairperson of the board. The mayor shall select one of the judges from the current personnel roster.
- (2) Three randomly selected individuals from a pool of seven individuals appointed by each council member who are not current or retired city employees and who are a City of South Fulton citizen.

All members of this board shall be persons who have no personal relationships with any part to the grievance, that is, not related by blood or marriage, business partners, close personal friends or other relationship or circumstances that would tend to bias the judgment of the board members for or against any party to the grievance or appeal. There shall be no private, one on one conversations between individual board members and any party to the grievance concerning the merits of the grievance or appeal at any time during the course of the proceedings.

The grievance/appeal board shall hold a hearing on the grieved or appealed issue at which all appropriate witnesses and supporting information shall be heard as determined by the board. The chairperson shall follow the procedural rules of Robert's Rules of Order, newly revised or as amended, for the ad hoc grievance/appeal board hearing. The hearing shall be recorded. This recording shall be the only official record of the hearing. The evidentiary portion of the hearing before the board shall be open to the press and public, however, the deliberation of the findings of the board shall occur in closed session. After the board has heard from all involved parties, the chairperson will close the meeting. Only the voting members of the board shall be party to the deliberation of the findings of the board. After consideration of written materials and testimony given at the hearing, the board will issue through the chairperson a decision to the city manager or human resources director. The grievant/appellant and the appellee will receive copies of the board's decision which shall be final.

Members of the board shall be paid a per diem for each hearing they are required to conduct. If a hearing lasts multiple days, then the board members shall receive a separate per diem for each day of hearing. The per diem shall be the same for each member and shall be approved by the city council.

2-6010.6 No Retaliation

The City prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of workplace bullying/abusive conduct or harassment of any kind, pursuing a complaint of workplace bullying/abusive conduct or harassment, or participating and cooperating in related investigations. At-will employment status may not be used to terminate any employee in retaliation for filing a grievance.

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, 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 4. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 5. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

Section 6. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER



Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk
FROM: Karen Slaton-Dixon, Finance Director *KSD*
DATE: February 14, 2022
SUBJECT: Healthy Workplace Ordinance

CONCLUSION

No direct funds are being requested nor have any direct funds been allocated in the FY22 budget to cover any known expenses.

BACKGROUND

The City desires to amend Title I, Administration, Chapter 6, Municipal Employees, of the Code of Ordinances, City of South Fulton, GA to add Section 2-610 Healthy Workplace and for other lawful purposes.

FINANCIAL IMPACT

The only financial impact that the proposed ordinance would be that of the per diem payments to the board members that will be responsible for hearing the grievance/appeal. Also, there will be the expense of codifying the change in Municode, so at minimum about \$20 a page.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 8:40 p.m. First Reading Of An Ordinance To Amend Title 1, Administration, Chapter 3, Mayor and Council, Of The Code Of Ordinances Of The City Of South Fulton, Georgia Related To Decorum At Council Meetings

DATE: March 22, 2022

SUBJECT: 8:40 p.m. First Reading Of An Ordinance To Amend Title 1, Administration, Chapter 3, Mayor and Council, Of The Code Of Ordinances Of The City Of South Fulton, Georgia Related To Decorum At Council Meetings

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Decorum Ordinance 3-14-21	Cover Memo	3/18/2022
COSF Memorandum FIS Decorum Ordinance	Cover Memo	3/18/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2022-_____

AN ORDINANCE TO AMEND TITLE 1, ADMINISTRATION, CHAPTER 3, MAYOR AND COUNCIL, OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH FULTON, GEORGIA, RELATED TO DECORUM AT COUNCIL MEETINGS; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Rowell)

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 duly elected governing authority of the City, is the Mayor and Council thereof ("City Council");

WHEREAS, the City Charter authorizes the City to enact rules and regulations concerning the public health, safety and welfare of the City;

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

THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS
as follows:

Section 1. It is hereby ordained by the City Council that Title 1, Administration, Chapter 3, Mayor and Council, Section 1-3002, Presiding officer and rules for debate, Subsection (i), Decorum, of the Code of Ordinances of the City of South Fulton is hereby amended by deleting the current language of that provision in its entirety, and substituting in lieu thereof the following text so that, when amended, Section 1-3002(i) shall read in full as follows:

"Sec. 1-3002. – Presiding officer and rules for debate.

...

(i) Decorum.

1. General Expectations.

(a) The Mayor, Councilmembers and all staff members shall treat each other and the public in a dignified, courteous and respectful manner; value all opinions; be tolerant of others and; recognize that inappropriate behavior damages the perception of the City.

(b) The Mayor or a Councilmember seeking information from staff shall do so within the confines of proper decorum.

(c) Council Members shall not speak until recognized by the chair and likewise shall not interrupt another Councilmember's remarks. All comments made by a Councilmember shall directly address the motion or item being discussed.

(d) Any Councilmember shall have the right to express dissent from or protest against any resolution or action of the Council and have the reason entered into the minutes.

2. Enforcement.

(a) The Mayor shall enforce the rules of decorum.

(b) Violation by the Mayor or a Councilmember.

(1) If the Mayor or a Councilmember believes another member has violated a particular rule of decorum, he or she, upon recognition by the Mayor, may raise a point of order. Another Councilmember need not second that point of order before the issue can be considered.

(2) Upon the raising of the point of order, the Mayor may rule on the issue or may allow the entire Council to decide the issue by a majority vote.

(3) In the event the Mayor is alleged to have violated a particular rule of decorum, the duties assigned to the Mayor in this subsection shall be performed by the Mayor pro tempore.

(4) The penalties provided in subsection 3 of this section may be imposed only where the following conditions are met:

A. The issue raised by the point of order is considered by the entire Council;

B. The Councilmember alleged to have committed the violation is provided written or oral notice of the alleged violation;

C. The Councilmember alleged to have committed the violation is provided an opportunity to be heard by the other members of the Council in defense of the charge; and

D. Five members of the Council affirmatively vote to (i) find the violation occurred; and (ii) impose the penalty.

(c) Violation by a staff member.

(1) If the Mayor or a Councilmember believes a staff member has violated a particular rule of decorum, he or she, upon recognition by the chair, may raise a point of order. Another Councilmember must second that point of order before the issue can be considered.

(2) Upon the raising of the point of order, the chair may rule on the issue or may allow the entire Council to decide the issue by a majority vote.

(3) The penalties provided in subsection 3 of this section may be imposed only where the following conditions are met:

A. The issue raised by the point of order is considered by the entire Council;

B. The staff member alleged to have committed the violation is provided written or oral notice of the alleged violation;

C. The staff member alleged to have committed the violation is provided an opportunity to be heard by the other members of the Council in defense of the charge; and

D. Five members of the Council affirmatively vote to (i) find the violation occurred; and (ii) impose the penalty.

3. Penalties

(a) For each violation of this section, the violator may be subject to the following penalties:

(1) Administrative sanction.

A. For a first violation by the violator of this section, the Council may impose upon the violator an administrative sanction in an amount not to exceed \$250.

B. For a second violation by the violator of this section that occurs within twelve months after a first violation by him or her, the Council may impose upon the violator an administrative sanction in an amount not to exceed \$500.

C. For a third (or subsequent) violation by the violator of this section that occurs within twelve months after the first violation by him or her, the Council may impose upon the violator an administrative fine in an amount not to exceed \$1000.

D. A second violation of this section by a violator that occurs more than twelve months after a prior violation by him or her shall be treated as a first violation under subsection A.

E. Within 20 days of the imposition of any sanction imposed under this subsection, the violator shall deposit into the general fund of the City of South Fulton monies equaling the entire amount of that sanction.

(2) Public reprimand. The Council may publicly reprimand the violator for the offending conduct, which may be an official censure/reprimand

expressing the Council's displeasure with the offending conduct. In the event the violator is a member of the Council, such censure/reprimand shall not have any legal effect on that member's ability to continue to serve as a member of the Council.

(b) The penalties provided in this subsection are not mutually exclusive. The Council, in its discretion, may impose either or both penalties for a violation of this section.

(c) The penalties stated in this subsection are in addition to (and do not replace, limit or otherwise alter) any other lawful power provided to the City Council under Georgia law, the City of South Fulton Code of Ordinances, or Robert's Rules of Order, Newly Revised.

(d) For purposes of this section, any of the following actions by a Councilmember or a staff member supports a decision that said person violated subsection (a):

(1) conduct that a reasonable person would find to be hostile, offensive, intimidating humiliating or threatening and is unrelated to a governance or public policy issue presently before the City Council;

(2) conduct that constitutes unlawful harassment or discrimination in violation of state or federal law or this Code;

(3) conduct that references sexual acts, bodily functions or demeans groups of people due to their religious beliefs or race; that is inherently inappropriate for a formal proceeding before the Council; and that a reasonable person would find is vulgar, profane or obscene;

(4) conduct that would tend to incite violence;

(5) conduct that falsely disparages the character or reputation of another Councilmember or a City employee; or

(6) any other conduct undertaken for the purpose of disrupting or undermining the order of any meeting or formal proceeding before the Council.

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

Section 5. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER



Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk
FROM: Karen Slaton-Dixon, Finance Director *KSD*
DATE: March 17, 2022
SUBJECT: Decorum Ordinance

CONCLUSION

No direct funds are being requested nor have any direct funds been allocated in the FY22 budget to cover any known expenses.

BACKGROUND

The city desires to amend Title 1, Chapter 3 of the Code of Ordinances of the City of South Fulton as it relates to Decorum at Council Meetings.

FINANCIAL IMPACT

The proposed ordinance as written will have no financial impact on the City's budget. However, a de minimis amount of funds may be collected if administrative sanctions are imposed.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 8:45 p.m. Request Council approval to execute a Letter of Intent to begin negotiations with Aaron's, Inc. for a lease extension regarding the use of the building located at 5539 Old National Highway, College Park, GA 30349

DATE: March 22, 2022

SUBJECT: 8:45 p.m. Request Council approval to execute a Letter of Intent to begin negotiations with Aaron's, Inc. for a lease extension regarding the use of the building located at 5539 Old National Highway, College Park, GA 30349

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 8:50 p.m. First Reading Of An Ordinance Of The City Of South Fulton, Georgia, To Be Known As The Johnny Tolbert Heat Injury Ordinance; To Amend Title 11, Parks And Recreation, Chapter 6, Miscellaneous, To Require Water Vessels To Be Used In The Event Of A Heat Related Emergency

DATE: March 22, 2022

SUBJECT: 8:50 p.m. First Reading Of An Ordinance Of The City Of South Fulton, Georgia, To Be Known As The Johnny Tolbert Heat Injury Ordinance; To Amend Title 11, Parks And Recreation, Chapter 6, Miscellaneous, To Require Water Vessels To Be Used In The Event Of A Heat Related Emergency

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Johnny Tolbert Heat Injury Ordinance 3-14-22	Cover Memo	3/18/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2022-_____

AN ORDINANCE OF THE CITY OF SOUTH FULTON, GEORGIA, TO BE KNOWN AS THE JOHNNY TOLBERT HEAT INJURY ORDINANCE; TO AMEND TITLE 11, PARKS AND RECREATION, CHAPTER 6, MISCELLANEOUS, TO REQUIRE WATER VESSELS TO BE USED IN THE EVENT OF A HEAT RELATED EMERGENCY; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Willis)

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 duly elected governing authority of the City, is the Mayor and Council thereof ("City Council");

WHEREAS, the City Charter authorizes the City to enact rules and regulations concerning the public health, safety and welfare of the City;

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

THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS
as follows:

Section 1. It is hereby ordained by the City Council that Title 11, Parks and Recreation, Chapter 11, Miscellaneous, is hereby amended to include a new subsection (11-6009), to be entitled "Required water vessels," which shall read as follows:

"Sec. 11-6009. – Required water vessels.

Each designated municipal recreation facilities shall that is used by a youth athletic organization for athletic games, practices, or training involving individuals 18 years of age or younger shall be equipped with at least one vessel, with a capacity of at least 150 gallons, that can be used in the event of a heat related injury or emergency. The vessel must be filled with ice and water during the months of April, May, June, July, August, and September, or on any day in which the temperature exceeds 90 degree Fahrenheit."

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

Section 5. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 8:55 p.m. Second Reading Of An Ordinance To Amend Title 13 Fire Protection And Prevention, Chapter 1 Purpose And Administration, Section 13-1003 Fire Chief Of The Code Of Ordinances, City Of South Fulton, Georgia To Add Section 13-1003 (B) To Provide Authorization For The Fire Chief To Administer Oath Of Office To Firefighters Of All Ranks

DATE: March 22, 2022

SUBJECT: 8:55 p.m. Second Reading Of An Ordinance To Amend Title 13 Fire Protection And Prevention, Chapter 1 Purpose And Administration, Section 13-1003 Fire Chief Of The Code Of Ordinances, City Of South Fulton, Georgia To Add Section 13-1003 (B) To Provide Authorization For The Fire Chief To Administer Oath Of Office To Firefighters Of All Ranks

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Fire Oath Ordinance_Final (kv2.4.22)	Cover Memo	3/18/2022
COSF Memorandum FIS Fire Oath Ordinance	Cover Memo	3/18/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2022-_____

AN ORDINANCE TO AMEND TITLE 13 FIRE PROTECTION AND PREVENTION, CHAPTER 1 PURPOSE AND ADMINISTRATION, SECTION 13-1003 FIRE CHIEF OF THE CODE OF ORDINANCES, CITY OF SOUTH FULTON, GEORGIA TO ADD SECTION 13-1003 (B) TO PROVIDE AUTHORIZATION FOR THE FIRE CHIEF TO ADMINISTER OATH OF OFFICE TO FIREFIGHTERS OF ALL RANKS; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmembers Willis, Gumbs, Sebastian and Williams)

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

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

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

WHEREAS, the City desires to amend its code of ordinances through this Ordinance to provide for the fire chief with the authority to administer the oath of office to firefighters of all ranks.

THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows:

Section 1. The Code of Ordinances, City of South Fulton, Georgia, Title 13 Fire Protection and Prevention, Chapter 1 Purpose and Administration, Section 13-1003 Fire Chief, is hereby amended to add the following:

TITLE 13 – FIRE PROTECTION AND PREVENTION

Chapter 1 – Purpose and Administration

Section 13-1003- Fire Chief

(b) The fire chief, or the chief's designee, is authorized to administer the oath of office to all firefighters of all ranks employed by the City of South Fulton. When taken, the officer shall sign the official oath and copies thereof shall be filed with the City Clerk and in the personnel records of the officer so sworn.

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, 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 4. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 5. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

Section 6. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER



Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk
FROM: Karen Slaton-Dixon, Finance Director *KSD*
DATE: February 7, 2022
SUBJECT: Fire Oath Ordinance

CONCLUSION

No direct funds are being requested.

BACKGROUND

The city desires to amend Title 13 Fire Protection and Prevention Chapter 1 Purpose and Administration, Section 13-1003 to provide authorization for the Fire Chief to administer oath of office to firefighters of all ranks.

FINANCIAL IMPACT

The proposed ordinance as written will have no financial impact on the City's budget.