

CITY OF SOUTH FULTON, GEORGIA

VIRTUAL

Tuesday, May 26, 2020, 12:00 PM



The Honorable William "Bill" Edwards, 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 Naeema Gilyard, District 4 Councilmember
The Honorable Corey A. Reeves, District 5 Councilmember
The Honorable khalid kamau, District 6 Councilmember
The Honorable Mark Baker, District 7 Councilmember

REGULAR COUNCIL MEETING AGENDA

- I. Meeting Called to Order
- II. Roll Call
- III. Invocation - Pastor Warren Henry, Chaplain
- IV. Pledge of Allegiance
- V. Presentations and Announcements
 - 1. Council Discussion on 2019 Audit Presentation by Mauldin and Jenkins
- VI. Adoption of Council Agenda
- VII. Approval of City Council Meeting Minutes
 - 2. Council Approval of Council Work Session and Regular Meeting Minutes - April 28, 2020 **(City Clerk)**
 - 3. Council Approval of Special Called Meeting Minutes_May 14, 2020 (City Clerk)
- VIII. Public Comments

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

tolerated. The Presiding Officer shall rule any such individual out of order that fails to comply with the foregoing.

IX. Council Comments

X. Chief Financial Officer's Monthly Report

4. Chief Financial Officer's April 2020 Financial Report (Finance)

XI. City Manager's Monthly Report

5. City Manager's April 2020 Report and City's Reopening Plan

XII. City Attorney's Monthly Report

6. City Attorney's Quarterly Legal Update

XIII. Consent Agenda Items

7. Council Approval of revised Citywide Fee Schedule (CDRA, DSF and Police)
8. Council Approval of Memorandum of Understanding (MOU) between the City of South Fulton and the Marquis Grissom Baseball Association for baseball activities and other recreational programs (Parks and Recreation)
9. Council Approval of Facility Use Agreement between the City of South Fulton and Old National Youth Athletic Association (Parks and Recreation)
10. Council Approval of Facility Use Agreement between the City of South Fulton and Sandtown Youth Sports Association (Parks and Recreation)
11. Council Approval of Facility Use Agreement between the City of South Fulton and Welcome All Youth Athletic Association (Parks and Recreation)
12. Council Approval of Facility Use Agreement between the City of South Fulton and South Fulton Pop Warner Sharks (Parks and Recreation)
13. Council Approval of Facility Use Agreement between the City of South Fulton and Georgia Lions Athletic Association, Inc. (Parks and Recreation)
14. Council Approval of Facility Use Agreement between the City of South Fulton and Future Seekers, Inc. (Parks and Recreation)
15. Council Approval of Instructor/Service Contract between the City of South Fulton and Emerson Williams Karate for Karate at Sandtown Park (Parks and Recreation)
16. Council Approval of Instructor/Service Contract between the City of South Fulton and Reva Walker for Zumba at Welcome All Park (Parks and Recreation)
17. Council Approval of Instructor/Service Contract between the City of South Fulton and Phaedra Wells for Yoga at Welcome All Park (Parks and Recreation)
18. Council Approval of Instructor/Service Contract between the City of South Fulton and Thorne Martial Arts, Inter., LLC for Karate at Welcome All Park (Parks and Recreation)

19. Council Approval of Instructor/Service Contract between the City of South Fulton and South Atlanta Tennis Community Association for Tennis at the South Fulton Tennis Center (Parks and Recreation)
20. Council Approval of Facility Use Agreement between the City of South Fulton and Miracle League of South Fulton (Parks and Recreation)
21. Council Approval to Enter into an Agreement with Bleakly Advisory Group to assist the City with developing an Redevelopment Plan in an amount not to exceed \$40,000 (Destination South Fulton)
22. Council approval of the Memorandum of Understanding between Georgia Department of Transportation and the City of South Fulton and commit funding in the amount of \$20,000 for the deployment phase of the project

XIV. Previous Agenda Items

23. Council 2nd Reading and Adoption of Welcoming City Ordinance (**CMs Gumbs, Gilyard and khalid**)
24. Council 2nd Reading and Adoption of Procurement Ordinance Enhancing Accounting Protocols (**CM Gilyard**)
25. Council Approval of Resolution for Elected Official Vehicle Usage Policy (**CM Willis**)

XV. Agenda Items

26. Council Approval of Resolution Opposing 5g Regulations (**CM Baker**)
27. Council 1st Reading of Unlawful Discharge Ordinance (**CMs Rowell, Gilyard and Mayor Edwards**)
28. Council Approval of Resolution for ARC Green Program Participation (**CM Rowell**)
29. Council 1st Reading of Curb Your Dog Ordinance (**CM Gumbs**)
30. Council Discussion of FY20 Mid-Year Budget Amendment (Finance)

XVI. Executive Session

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

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

XVII Adjournment of Meeting

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: 2019 Audit Presentation

DATE: May 26, 2020

SUBJECT: 2019 Audit Presentation

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
2019 Financial Audit	Cover Memo	5/20/2020



CITY OF SOUTH FULTON



Presentation of 2019 Auditor's Discussion and Analysis

**City of South Fulton, Georgia
Mayor/Council Meeting**

- Engagement Team
- Results of the 2019 Audit
- Comments, Recommendations, and Other Issues
- Questions



MAULDIN & JENKINS – GOVERNMENTAL PRACTICE

■ **General Information:**

- Founded in 1918, large regional firm serving the Southeastern United States.
- Offices located in Macon, Atlanta, Albany, Savannah, Georgia; Birmingham, Alabama; Chattanooga, Tennessee; Columbia, South Carolina and Bradenton, Florida with firm governmental leadership positioned in the Atlanta (and Macon) offices.

■ **Governmental Sector:**

- Largest specific industry niche served by Firm representing 28% of Firm practice.
- Serve 115 municipalities throughout the Southeast.
- Serve more governmental entities in Georgia than any other certified public accounting firm requiring over 100,000 hours of service on an annual basis.
- Serves 115 governments receiving the GFOA Certificate of Achievement for Excellence in Financial Reporting.
- Experience auditing a substantial part of the State of Georgia including: approximately 30% of the State's General Fund and 13 of the State of Georgia's component units.
- Approximately 100 professional staff persons with current governmental experience.
- Current auditor for over 450 total governments in the Southeast, including approximately:
 - ✓ 115 Cities ✓ 55 Counties ✓ 55 School Systems ✓ 40 State entities
 - ✓ 140 Special Purpose Entities (stand-alone business type entities, libraries, and etc.)





Engagement Team Leaders for the City of South Fulton Include:

- Doug Moses, Engagement Partner – 21 years experience, 100% governmental
- Josh Carroll, Quality Assurance Director – 12 years experience, 100% governmental

Mauldin & Jenkins – Additional Information

Other Industries & Services by Mauldin & Jenkins:

Each of Mauldin & Jenkins' offices provides a wide variety of services to a broad range of clientele. We have partners and managers who are responsible for specialized practice areas of auditing and accounting, taxes and management advisory services. Their purpose, as leaders in the particular practice area, is to establish policies with respect to technical matters in these specific areas and ensure that the quality of the Firm's practice is maintained.

Industries Served: Over the years our partners have developed expertise in certain industries representative of a cross section of the Georgia economy, including:

- Governmental Entities (state entities, cities, counties, school systems, business type operations, libraries, and other special purpose entities)
- Agri-Businesses
- Professional Services
- Financial Institutions (community banks, savings & loans, thrifts, credit unions, mortgage companies, and finance companies)
- Long-term Healthcare
- Individuals, Estates and Trusts
- SEC Registrants
- Wholesale Distribution
- Manufacturing
- Employee Benefit Plans
- Non-Profit Organizations
- Retail Businesses
- Construction & Development
- Real Estate Management



Results of September 30, 2019 Audit

■ Our Responsibility Under Auditing Standards Generally Accepted in the United States of America (GAAS)

- We considered the internal control structure for the purpose of expressing our opinion on the City's basic financial statements and not providing assurance on the internal control structure.
- Our audit was performed in accordance with GAAS.
- Our objective is to provide reasonable—not absolute—assurance that the basic financial statements are free of material misstatement.
- The basic financial statements are the responsibility of the City's management.

■ Report on 2019 Basic Financial Statements

- Unmodified ("clean") opinion on basic financial statements. Audit report date of March 26, 2020.
- Presented fairly in accordance with accounting principles generally accepted in the United States of America.
- Our responsibility does not extend beyond financial information contained in our report.

■ Report in accordance with *Government Auditing Standards* for 2019

- One (1) material weakness and one (1) significant deficiency in internal control over financial reporting. Audit report date of March 26, 2020.



Results of September 30, 2019 Audit (Continued)

■ Significant Accounting Policies

- The significant accounting policies used by the City are described in Note 1 to the basic financial statements.
- Implemented in the current fiscal year.
- In considering the policies used by the City are in accordance with generally accepted accounting principles and similar government organizations, with no significant new policies. In considering the qualitative aspects of its policies, the City is not involved in any controversial or emerging issues for which guidance is not available.

■ Management Judgment/Accounting Estimates

- The City uses various estimates as part of its financial reporting process – including valuation of accounts receivable (recording of allowance for uncollectible accounts) and capital assets.
- Management's estimates used in preparation of financial statements were deemed reasonable in relation to the financial statements taken as a whole. We considered this information and the qualitative aspects of management's calculations in evaluating the City's significant accounting estimates.

■ Financial Statement Disclosures

- The footnote disclosures to the financial statements are also an integral part of the financial statements and the process used by management to accumulate the information included in the disclosures was the same process used in accumulating the statements. The overall neutrality, consistency, and clarity of the disclosures was considered as part our audit.



Results of September 30, 2019 Audit (Continued)

■ Relationship with Management

- We received full cooperation from the City's management, staff, and others.
- There were no disagreements with management on accounting issues or financial reporting matters.

■ Audit Adjustments

- Adjustments were proposed to the records of the City and have been recorded in the City's financial statements. The City's finance director has copies of these audit entries and will have them available with this presentation. There was one (1) passed audit adjustment for the fiscal year ended September 30, 2019 pertaining to unrecorded contingent liabilities for governmental activities that was immaterial to the financial statements as a whole.

■ Representation from Management

- We requested written representations from management relating to the accuracy of information included in the financial statements and the completeness and accuracy of various information requested by us, during the audit. Management provided those written representations without a problem.



Results of September 30, 2019 Audit (Continued)

■ Consultation with Other Accountants

- To the best of our knowledge, management has not consulted with, or obtained opinions from, other independent accountants during the year, nor did we face any issues requiring outside consultation.

■ Significant Issues Discussed with Management

- There were no significant issues discussed with management related to business conditions, plans, or strategies that may have affected the risk of material misstatement of the financial statements.

■ Information in Documents Containing Audited Financial Statements

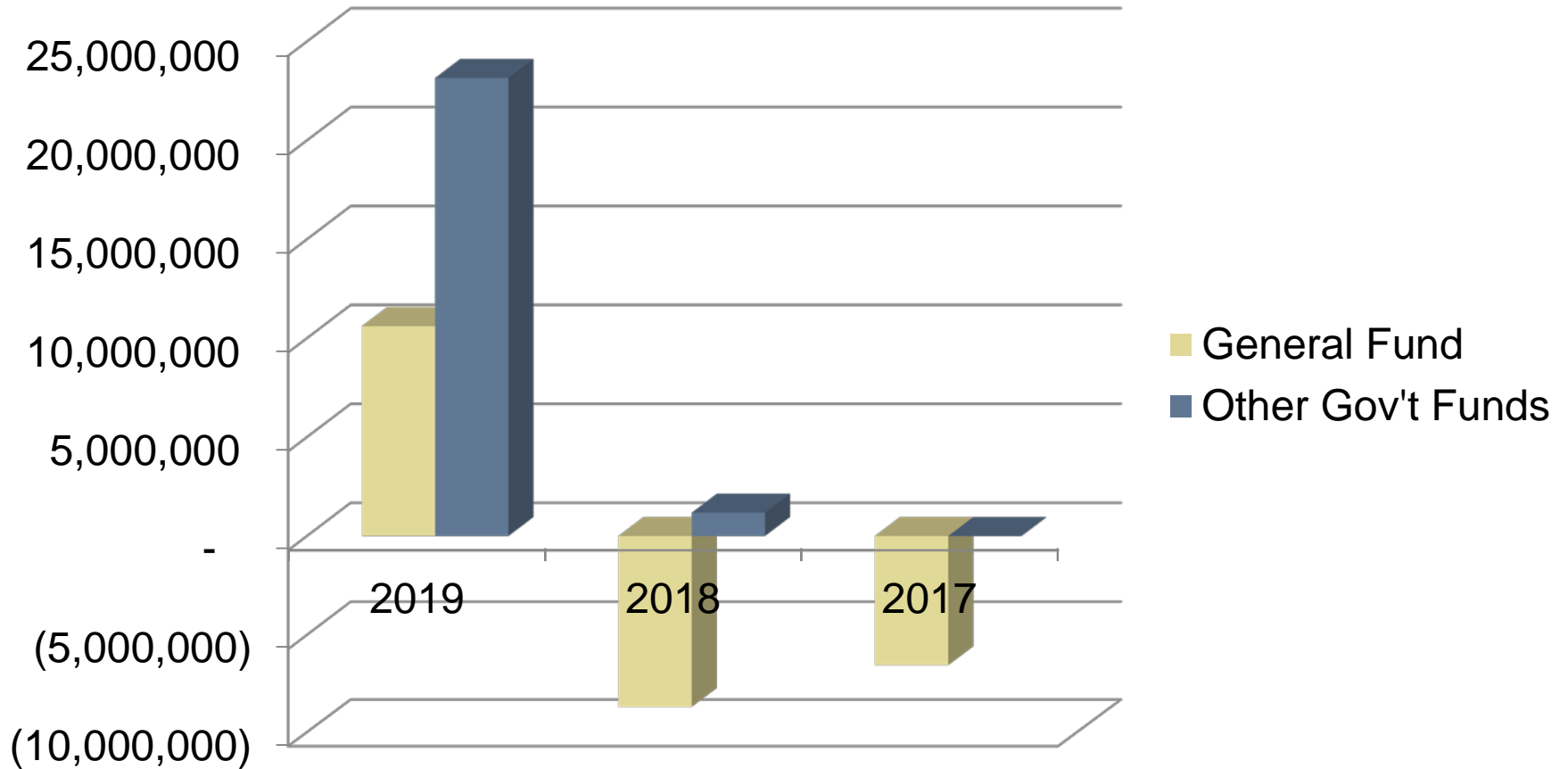
- Our responsibility for other information in documents containing the City's basic financial statements and our report thereon does not extend beyond the information identified in our report. If the City intends to publish or otherwise reproduce the financial statements and make reference to our firm, we must be provided with printers' proof for our review and approval before printing. The City must also provide us with a copy of the final reproduced material for our approval before it is distributed.

■ Auditor Independence

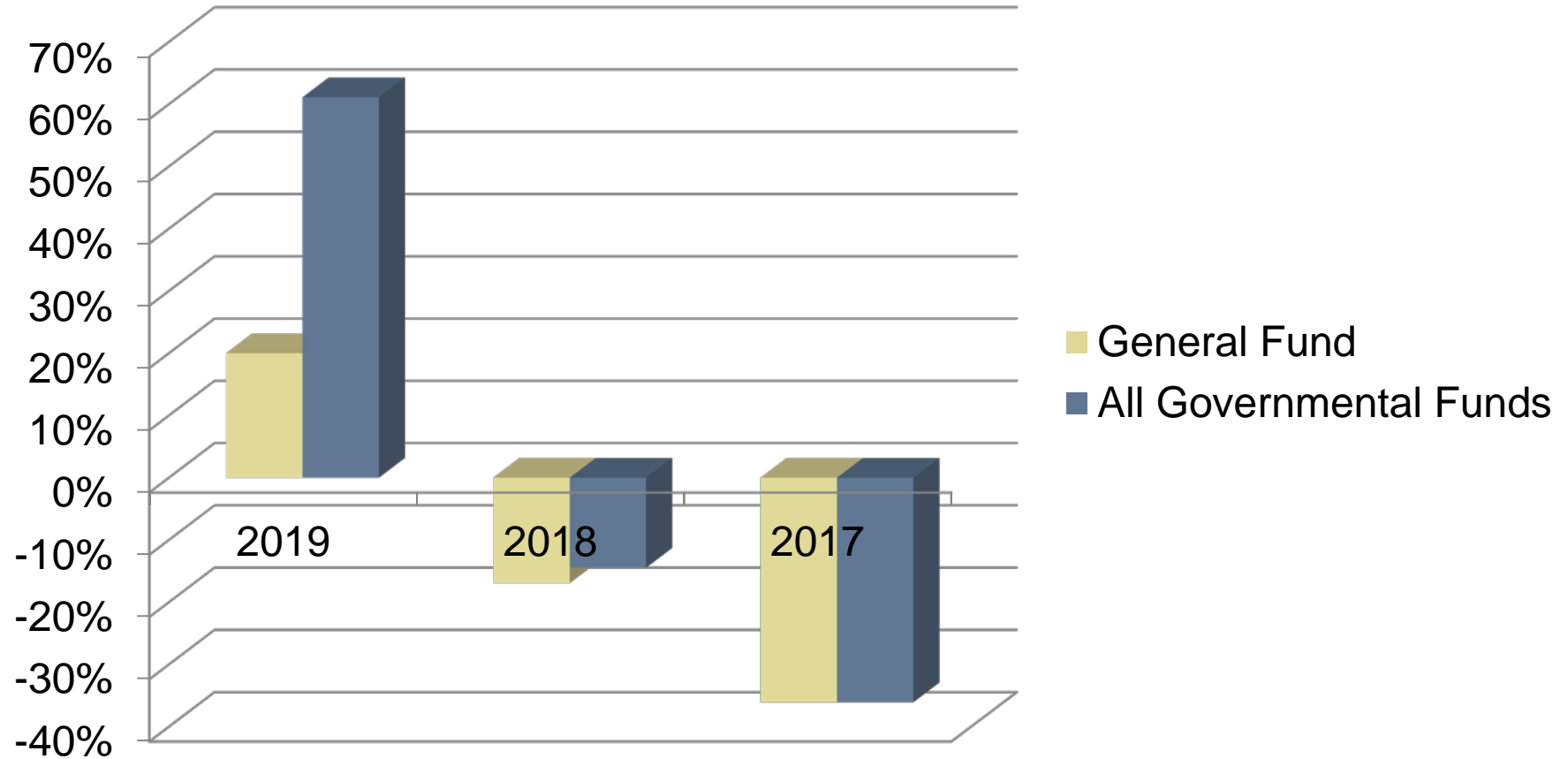
- In accordance with AICPA professional standards, M&J is independent with regard to the City and its financial reporting process.
- There were no fees paid to M&J for management advisory services during fiscal period 2019 that might effect our independence as auditors.



Financial Trends – Fund Balances (3 Year Comparison)

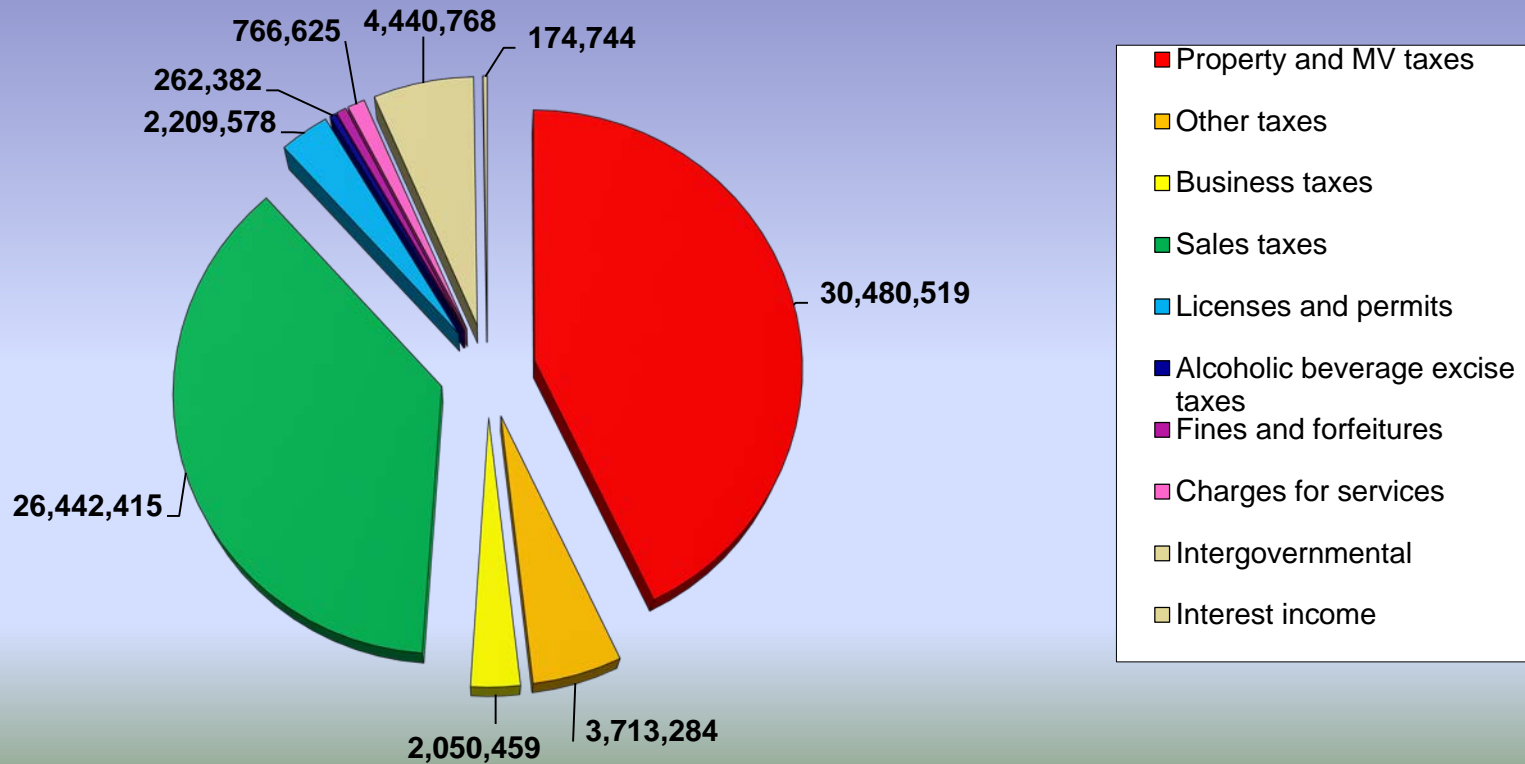


Fund Balance as a Percentage of Total Expenditures – 3 Year Comparison

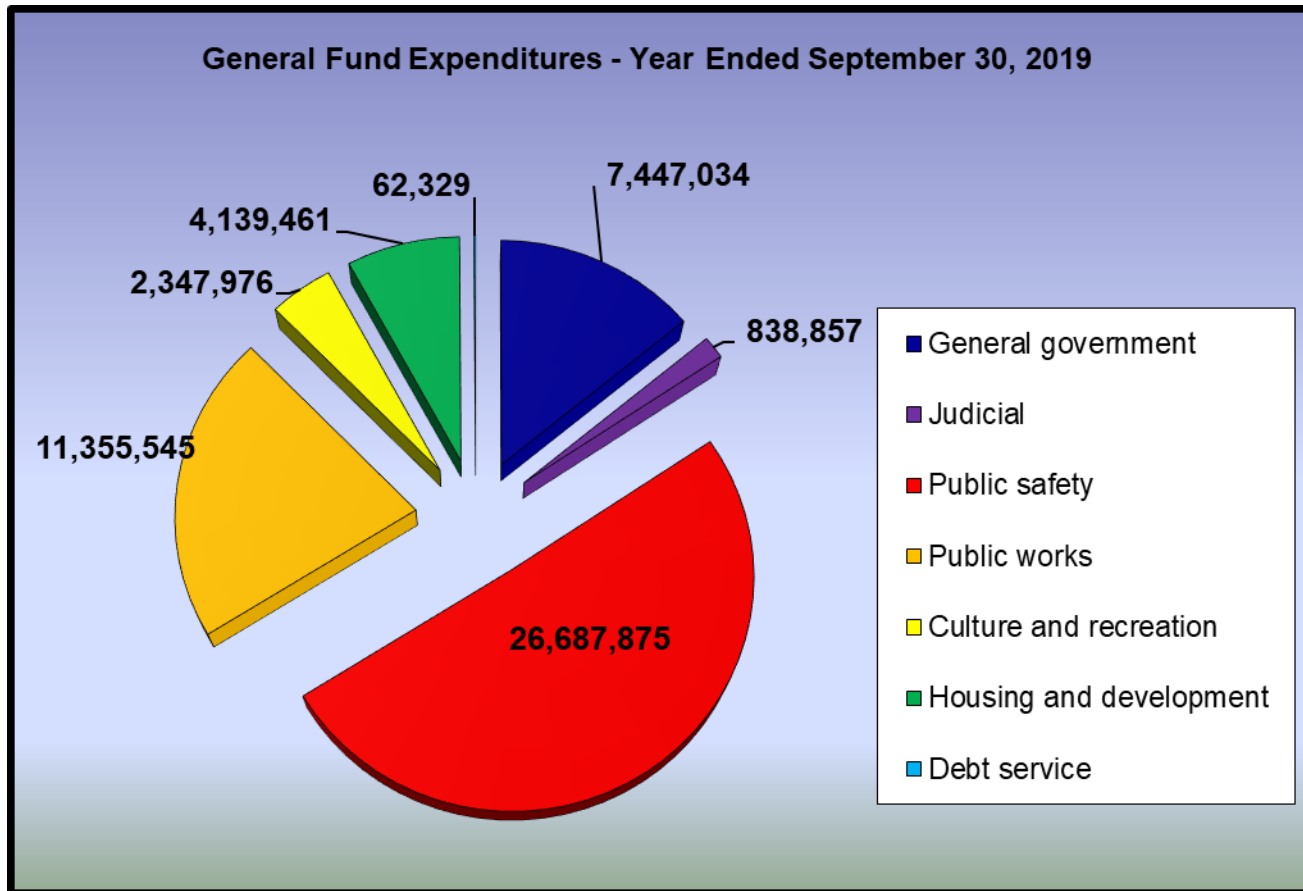


**General Fund Revenues – Fiscal Year Ended
September 30, 2019**

General Fund Revenues - Year Ended September 30, 2019



**General Fund Expenditures – Fiscal Year Ended
September 30, 2019 (Continued)**



❖ Material Weakness

1) Capital Asset Reporting

Internal Controls should be in place to ensure that all capital asset amounts reported within the financial statements are accurate, in accordance with generally accepted accounting principles, and represent assets that are owned by the City. Internal controls did not prevent or detect material misstatement in the reporting of the City's capital assets. During our testing of capital asset balances, we noted the City did not have any infrastructure additions on their capital asset listing. In the prior year, we noted per the City's intergovernmental agreement with Fulton County, the County would maintain all infrastructure assets within the City until November 2018. Upon initial examination of the City's capital asset listing, no infrastructure assets had been included at September 30, 2019.

The City's capital asset activity required a material adjustment of \$262,902,562 to record the infrastructure assets taken over from the County along with \$5,258,051 of current fiscal year depreciation expense for those assets in order to properly report the capital assets of the City as of September 30, 2019.

We recommend the City carefully review intergovernmental agreements and other arrangements along with its capital asset detail and related items (including depreciation expense) to ensure that all capital assets and components thereof, are properly recorded and depreciated during the fiscal year and at fiscal year-end in accordance with generally accepted accounting principles.



❖ Significant Deficiency

2) Intergovernmental Receivable

Internal Controls should be in place to ensure that all balance sheet accounts reported within the financial statements are accurate, in accordance with generally accepted accounting principles. Internal controls did not prevent or detect material misstatement in the reporting of the City's intergovernmental receivable. During our review of the City's balance sheet accounts, we noted an intergovernmental receivable in the amount of \$335,949 being reported by the City. Upon further discussion with management, there were no intergovernmental receivable or payable balances remaining between Fulton County and the City at September 30, 2019. The balance in this account consisted of public works expenditures within the General Fund. An adjustment of \$335,949 was needed within the General Fund to move the balance reported as receivables to public works expenditures at September 30, 2019. We recommend the City carefully review all balance sheet accounts to ensure that all accounts are properly reported at fiscal year-end in accordance with generally accepted accounting principles.



■ Management Recommendations for Improvement

1. Purchase Card Expenditures — During our testing of purchase card transactions, we noted two (2) out of twenty-two (22) transactions were missing supporting documentation which would show indication of proper review and approval. Per the client's credit card process as well as a sound internal control environment, these transactions should have supporting documentation backing up the purchase made.



■ New GASB Pronouncements

Statement No. 87, Leases was issued in June 2017 and is effective for the first reporting period beginning after December 15, 2019. This statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the principle that a lease is the financing of the right to use an underlying asset.

Under this statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

Definition of a Lease: A lease is defined as a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction. Examples of nonfinancial assets include buildings, land, vehicles, and equipment. Any contract that meets this definition should be accounted for under the leases guidance, unless specifically excluded in this statement.



■ New GASB Pronouncements (Continued)

Statement No. 87, Leases (Continued)

Lease Term: The lease term is defined as the period during which a lessee has a non-cancelable right to use an underlying asset, plus the following periods, if applicable:

Periods covered by a lessee's option to extend the lease if it is reasonably certain, based on all relevant factors, that the lessee will exercise that option;

Periods covered by a lessee's option to terminate the lease if it is reasonably certain, based on all relevant factors, that the lessee will not exercise that option;

Periods covered by a lessor's option to extend the lease if it is reasonably certain, based on all relevant factors, that the lessor will exercise that option;

Periods covered by a lessor's option to terminate the lease if it is reasonably certain, based on all relevant factors, that the lessor will not exercise that option.



■ New GASB Pronouncements (Continued)

Statement No. 87, Leases (Continued)

A fiscal funding or cancellation clause should affect the lease term only when it is reasonably certain that the clause will be exercised. Lessees and lessors should reassess the lease term only if one or more of the following occur:

The lessee or lessor elects to exercise an option even though it was previously determined that it was reasonably certain that the lessee or lessor would not exercise that option;

The lessee or lessor elects not to exercise an option even though it was previously determined that it was reasonably certain that the lessee or lessor would exercise that option; and/or

An event specified in the lease contract that requires an extension or termination of the lease takes place.

Short-Term Leases: A short-term lease is defined as a lease that, at the commencement of the lease term, has a maximum possible term under the lease contract of 12 months (or less), including any options to extend, regardless of their probability of being exercised. Lessees and lessors should recognize short-term lease payments as outflows of resources or inflows of resources, respectively, based on the payment provisions of the lease contract.

■ New GASB Pronouncements (Continued)

Statement No. 87, Leases (Continued)

Lessee Accounting: A lessee should recognize a lease liability and a lease asset at the commencement of the lease term, unless the lease is a short-term lease or it transfers ownership of the underlying asset. The lease liability should be measured at the present value of payments expected to be made during the lease term (less any lease incentives). The lease asset should be measured at the amount of the initial measurement of the lease liability, plus any payments made to the lessor at or before the commencement of the lease term and certain direct costs.

A lessee should reduce the lease liability as payments are made and recognize an outflow of resources (for example, expense) for interest on the liability. The lessee should amortize the lease asset in a systematic and rational manner over the shorter of the lease term or the useful life of the underlying asset. The notes to financial statements should include a description of leasing arrangements, the amount of lease assets recognized, and a schedule of future lease payments to be made.

Lessor Accounting: A lessor should recognize a lease receivable and a deferred inflow of resources at the commencement of the lease term, with certain exceptions for leases of assets held as investments, certain regulated leases, short-term leases, and leases that transfer ownership of the underlying asset. A lessor should not derecognize the asset underlying the lease. The lease receivable should be measured at the present value of lease payments expected to be received during the lease term. The deferred inflow of resources should be measured at the value of the lease receivable plus any payments received at or before the commencement of the lease term that relate to future periods.



■ New GASB Pronouncements (Continued)

Statement No. 87, Leases (Continued)

A lessor should recognize interest revenue on the lease receivable and an inflow of resources (for example, revenue) from the deferred inflows of resources in a systematic and rational manner over the term of the lease. The notes to financial statements should include a description of leasing arrangements and the total amount of inflows of resources recognized from leases.

Contracts with Multiple Components and Contract Combinations: Generally, a government should account for the lease and non-lease components of a lease as separate contracts. If a lease involves multiple underlying assets, lessees and lessors in certain cases should account for each underlying asset as a separate lease contract. To allocate the contract price to different components, lessees and lessors should use contract prices for individual components as long as they do not appear to be unreasonable based on professional judgment, or use professional judgment to determine their best estimate if there are no stated prices or if stated prices appear to be unreasonable. If determining a best estimate is not practicable, multiple components in a lease contract should be accounted for as a single lease unit. Contracts that are entered into at or near the same time with the same counterparty and that meet certain criteria should be considered part of the same lease contract and should be evaluated in accordance with the guidance for contracts with multiple components.

Lease Modifications and Terminations: An *amendment* to a lease contract should be considered a lease modification, unless the lessee's right to use the underlying asset decreases, in which case it would be a partial or full lease termination. A lease termination should be accounted for by reducing the carrying values of the lease liability and lease asset by a lessee, or the lease receivable and deferred inflows of resources by the lessor, with any difference being recognized as a gain or loss. A lease modification that does not qualify as a separate lease should be accounted for by re-measuring the lease liability and adjusting the related lease asset by a lessee and re-measuring the lease receivable and adjusting the related deferred inflows of resources by a lessor.



■ New GASB Pronouncements (Continued)

Statement No. 87, Leases (Continued)

Subleases and Leaseback Transactions: Subleases should be treated as transactions separate from the original lease. The original lessee that becomes the lessor in a sublease should account for the original lease and the sublease as separate transactions, as a lessee and lessor, respectively.

A transaction qualifies for sale-leaseback accounting only if it includes a sale. Otherwise, it is a borrowing. The sale and lease portions of a transaction should be accounted for as separate sale and lease transactions, except that any difference between the carrying value of the capital asset that was sold and the net proceeds from the sale should be reported as a deferred inflow of resources or a deferred outflow of resources and recognized over the term of the lease.

A lease-leaseback transaction should be accounted for as a net transaction. The gross amounts of each portion of the transaction should be disclosed.



■ New GASB Pronouncements (Continued)

Statement No. 89, *Accounting for Interest Cost Incurred Before the End of a Construction Period* was issued in June 2018 and is effective for reporting periods beginning after December 15, 2019 (meaning September 30, 2021). This standard eliminates the requirement/ability to capitalize construction period interest costs as part of the cost of a capital asset in enterprise funds. This standard should be applied prospectively with no restatement. This standard can be early implemented as part of fiscal year 2019.

Statement 90, *Majority Equity Interests – An Amendment of GASB’s No. 14 and 61* was issued in August 2018, and is effective for reporting periods beginning after December 15, 2018 (meaning September 30, 2020). Under this standard, an equity interest is: a) a financial interest in a legally separate organization by the ownership shares of the organization’s stock; or, b) by otherwise having an explicit, measurable right to the net resources of the organization that is usually based on an investment of financial or capital resources by a government. An equity interest is explicit and measurable if: a) the government has a present or future claim to the net resources of the entity, and b) the method for measuring the government’s share of the entity’s net resources is determinable.

If the interest is deemed to be an investment under GASB No. 72, paragraph 64, then the interest should be reported as an investment and measured using the equity method. If the interest is held by a special-purpose government engaged in fiduciary activities, a fiduciary fund, or an endowment or permanent fund, then amount should be measured at fair value. If interest is 100% of entity, then it is a component unit. We do not expect this new standard to have a significant effect on the City.

Statement 91, *Conduit Debt* was issued in May 2019, and is effective for reporting periods beginning after December 15, 2020 (meaning September 30, 2022). Under this standard, GASB has re-defined conduit debt and clarified the circumstances under which it is to be recorded as well as the related disclosures that are required.



Comments, Recommendations, & Other Issues (Continued)

- **Other Pending or Current GASB Projects** - As noted by the numerous pronouncements issued by GASB over the past decade, the GASB continues to research various projects of interest to governmental units. Subjects of note include:
 - *Re-examination of the Financial Reporting Model* - GASB has added this project to its technical agenda to make improvements to the existing financial reporting model (established via GASB 34). Improvements are meant to enhance the effectiveness of the model in providing information for decision-making and assessing a government's accountability. GASB anticipates a final standard expected in early 2022.
 - *Conceptual Framework* - A constant matter being looked at by GASB. Current measurement focus statements (for governmental funds) to change to near-term financial resources measurement. May dictate a period (such as 60 days) for revenue and expenditure recognition. May expense things such as supplies and prepaid assets at acquisition. Will look into which balances (at all statement levels) are measured at acquisition and which need to be re-measured at year-end. Project placed on hold for now.
 - *Revenue and Expense Recognition* - Another long-term project where the GASB is working to develop a comprehensive application model for recognition of revenues and expenses from non-exchange, exchange, and exchange-like transactions. The final standard is expected in 2023.



FREE QUARTERLY CONTINUING EDUCATION AND NEWSLETTERS

FOR GOVERNMENTAL CLIENTS

Free Continuing Education. We provide free quarterly continuing education for all of our governmental clients. Each quarter we pick a couple of significant topics tailored to be of interest to governmental entities. In an effort to accommodate our entire governmental client base, we offer the sessions several times per quarter at a variety of client provided locations resulting in greater networking among our governmental clients. Examples of subjects addressed in the past few quarters include:

- CAFR Preparation - GASB Updates - Grant Accounting Processes and Controls - GASB 68 (Pensions)
- Internal controls over revenue and cash receipting and accounts payable, payroll, and cash disbursements
- American Recovery & Reinvestment Act (ARRA) information, issues and updates - Single audits for auditees
- Collateralization of Deposits and Investments - Internal Controls over Accounts Payable, Payroll and Controls
- Policies and Procedures Manuals - Segregation of Duties – GASB 75 (OPEB) – GASB 87 (Leases)
- Data Security and General Information Technology Controls and Best Practices

Communication. In an effort to better communicate our free continuing education plans and newsletters, please email Paige Vercoe at pvercoe@mjcpa.com (send corresponding copy to dmoses@mjcpa.com), and provide to her individual names, mailing addresses, email addresses and phone numbers of anyone you wish to participate and be included in our database.



Comments & Questions?

We appreciate the opportunity to serve the City of South Fulton and look forward to continuing to work with the City in upcoming years!



**To the Mayor and Council
of the City of South Fulton
South Fulton, Georgia**

In planning and performing our audit of the financial statements of the City of South Fulton, Georgia (the "City") as of and for the fiscal year ended September 30, 2019, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

However, during our audit we became aware of one matter that is an opportunity for strengthening internal controls and operating efficiency. This letter includes comments and suggestions with respect to a matter that came to our attention in connection with our audit of the financial statements of the City as of and for the fiscal year ended September 30, 2019. A separate report dated March 26, 2020 contains our report on a material weaknesses and a significant deficiency in the City's internal control. This letter does not affect our report dated March 26, 2020, on the financial statements of the City.

The following item is offered as a constructive suggestion to be considered as part of the ongoing process of modifying and improving the City's practices and procedures:

1) Purchase Card Expenditures

During our testing of purchase card transactions, we noted that two (2) out of twenty-two transactions were missing supporting documentation which would show indication of proper review and approval. Per the client's credit card process as well as having a sound internal control environment, these transactions should have supporting documentation backing up the purchase made.

Closing Thoughts

We have already discussed this comment and suggestion with various City personnel, and we will be pleased to discuss it in further detail at your convenience, to perform any additional study of this matter, or to assist you in implementing the recommendation.

This communication is intended solely for the information and use of management, the City Council, and others within the City, and is not intended to be, and should not be, used by anyone other than those specified parties.

We appreciate serving the City of South Fulton and would be happy to assist you in addressing and implementing this suggestion in this letter.

Mauldin & Jenkins, LLC

Atlanta, Georgia
March 26, 2020

CITY OF SOUTH FULTON, GEORGIA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

Prepared by:
City of South Fulton Department of Finance and Administrative Services

INTRODUCTORY SECTION

CITY OF SOUTH FULTON, GEORGIA

COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

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CITY OF SOUTH FULTON, GEORGIA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

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GOVERNMENT OF THE CITY OF SOUTH FULTON

WILLIAM “BILL” EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

March 26, 2020

**Honorable Bill Edwards, Mayor
Members of the City Council, and
Citizens of South Fulton, Georgia**

Ladies and Gentlemen:

The comprehensive annual financial report of the City of South Fulton, Georgia (the “City”) for the fiscal year ended September 30, 2019 is hereby submitted. Management assumes full responsibility for the completeness and reliability of the information contained in this report, based on a comprehensive framework of internal controls established for this purpose. Because the cost of internal controls should not exceed anticipated benefits, the objective is to provide reasonable rather than absolute assurance that the financial statements are free of any material misstatements. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and reported in a manner designed to present fairly the financial position and results of operations of the City.

The City’s financial statements have been audited by Mauldin & Jenkins, LLC, a firm of licensed certified public accountants. The independent auditors have issued an unmodified or “clean” opinion on the City of South Fulton’s financial statements for the fiscal year ended September 30, 2019. The independent auditor’s report is presented as the first component of the financial section of this report.

Management’s Discussion and Analysis (MD&A) immediately follows the independent auditor’s report and provides a narrative introduction, overview and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it. The basic audited financial statements with combining and individual fund statements and schedules along with required supplementary information follow the MD&A.

The statistical section contains selected historical financial data, debt statistics, and the miscellaneous social and economic data generally presented on a multi-year basis.

History-City of South Fulton

South Fulton is located in southern Fulton County and is bordered by Fairburn and East Point to the south, Lithia Springs and Douglasville to the west, City of Atlanta to the north and east. The City of South Fulton was originally unincorporated communities in South Fulton County. The city was chartered on May 1, 2017 and is comprised of 85.64 Square Miles that includes 17 parks totaling 692 acres, 9 Fire Stations, 4 Police Precincts and is situated only 10 miles west of the world’s busiest airport, Hartsfield Jackson Atlanta International Airport.

Form of Government

The City of South Fulton operates under a mayor and council-city manager form of government. South Fulton City Council is comprised of a mayor and seven (7) council members. The City is divided into seven (7) council districts. The council members who are elected for the seven (7) districts must live in the district that they represent.

The Council enacts ordinances, establishes policy, adopts the annual budget, and establishes the ad valorem tax rate for each year. The City Manager is responsible for implementing the policies set forth by the Council, overseeing all City employees, and managing the day to day operations of the City.

Services Provided

The services provided by the City under general governmental functions include police protection, fire services, planning and development, road maintenance, sidewalk and curb maintenance, and parks operation and maintenance. These services are primarily funded by property taxes, franchise fees, and occupational licenses.

In addition, the City provides fire inspection services, criminal history background checks, and solid waste services. These services are provided for a fee that is set forth by the City Council.

Economic Outlook

Located just 10 miles from downtown Atlanta and bordering Fulton Industrial, the City of South Fulton is positioned for significant economic growth as the economy continues to recover. Two major interstate highways that border the City, I-285 to the south and I-20 to the north, provide easy roadway access to and from the City. For commuters, the roadway access is supplemented by a MARTA (Metropolitan Atlanta Rapid Transit Authority) rail station and several MARTA bus stops throughout the City. The City is also conveniently located near the Charlie Brown Airport in Fulton County.

At the time of incorporation and based on the 2017 census projections, the City of South Fulton ranked 8th in the state for consolidated governments and 4th for Non-consolidated governments with 97,668 citizens.

During the 2017 legislative session, the Georgia General Assembly approved legislation that allowed the City to change its Hotel/Motel tax rate from 5% to 8%. While half of this additional revenue must go to a non-profit organization to promote tourism, the other half of the additional revenue is restricted to tourism product development. Some of the items that fall under tourism product development are meeting convention, exhibit and public spaces, visitor information and welcome centers, parks, trails, and other recreational facilities.

The City of South Fulton's median household income in 2018 was \$59,395. This income level is higher than the State of Georgia's median household income of \$54,785 and slightly above United States median household income of \$58,100.

South Fulton has benefited from the migration of the film and TV industry to the metro Atlanta area. Studio production companies constantly visit the South Fulton area as they search for valuable additions to their sets. The valuation of new development projects in 2018 grew to more than \$247 million, a 24% increase over last year.

Budget

The budget is the City's annual financial operating plan. The annual budget includes the operating departments of the general fund, special revenue funds, capital project funds, and enterprise funds. The budget encompasses a fiscal year that begins on October 1 and ends on September 30.

The City Manager is responsible for presenting a proposed budget to the Mayor and Council. This budget must be balanced within each fund. The budget must generally be approved prior to the start of the new fiscal year, although local statute does allow the city to operate for a period of no more than 30 days without an approved budget under certain circumstances.

Long-term Financial Planning

The City's policy is to maintain a minimum General Fund balance reserve equal to 25% of operating expenditures. As of September 30, 2019, the General Fund balance is 20.8% of annual operating expenditures. Excess fund balances over reserve requirements (if any) will be used to fund non-recurring expenditures. The City has developed a rolling 5-year capital plan to help dictate how to best use these excess funds.

Awards

The Government Finance Officers Association (GFOA) awards a Certificate of Achievement for Excellence in Financial Reporting to the City for its comprehensive annual financial report for the fiscal year ended. This report for the Fiscal Year ended September 30, 2019 will be the City's first award submission. To be awarded a Certificate of Achievement, the City must publish an easily readable and efficiently organized comprehensive annual financial report.

The report must satisfy both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year. We believe that our current comprehensive annual financial report will meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA for consideration.

Acknowledgments

I would like to thank the Mayor, City Council, and City Manager for their support and guidance in preparation of this report. I would also like to express my appreciation to the City's staff for their assistance and cooperation in the preparation of this report. Special thanks and consideration to the members of the Finance and Administrative team for their efforts in developing an award-winning report.

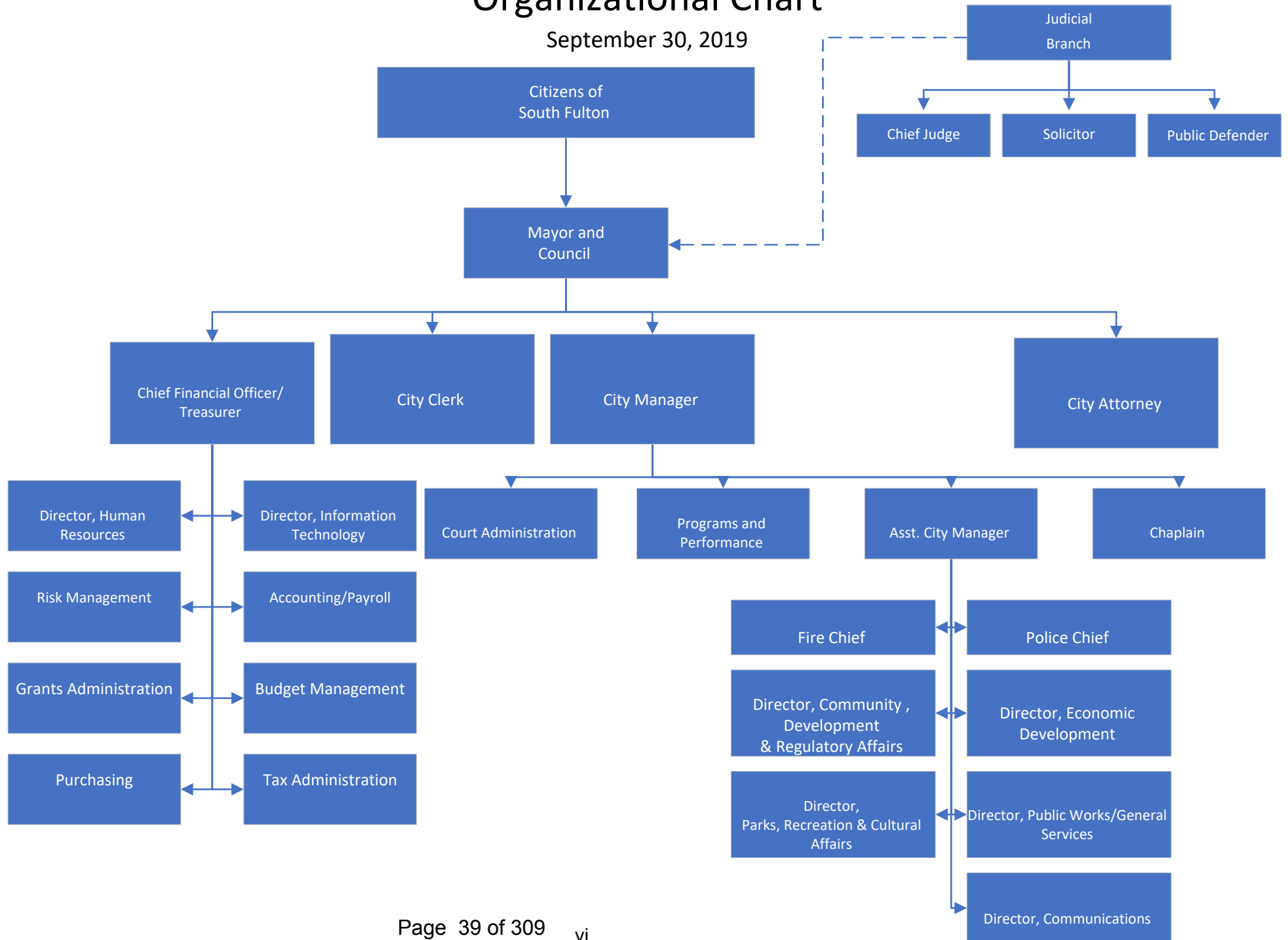
Respectfully submitted,



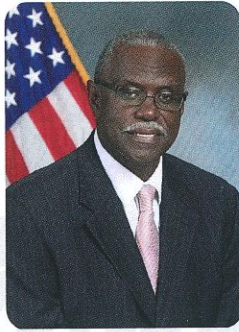
Frank S. Milazi, CPFA, CPFIM
CFO/ Treasurer

City of South Fulton, GA Organizational Chart

September 30, 2019



City of South Fulton - Elected Officials



Mayor
William "Bill" Edwards



**District 1
Councilwoman**
Catherine F. Rowell



**District 2
Councilwoman**
Carmalitha Gumbs



**District 3
Councilwoman**
Helen Z. Willis



**District 4
Councilwoman**
Naeema Gilyard



**District 5
Councilwoman**
Rosie Jackson



**District 6
Councilman**
khalid kamau



**District 7
Mayor Pro Tem**
Mark Baker

City of South Fulton - Executive Team



City Manager
Odie Donald II



Assistant City Manager
Melanie D. Winfield



Treasurer
Frank Milazi



City Clerk
S. Diane White



Police Chief
Keith Meadows



(Interim) Fire Chief
Jack Butler



**Economic Development
Administrator**
Christopher G. Pike



**Community
Development
& Regulatory Affairs
Director**
Shayla Reed



**Communications &
External Affairs
Director**
Jolene Butts Freeman



IT Director
Namarr Strickland



**Human Resources
Director**
Anquilla Henderson



**Parks & Recreation
Director**
Tony Phillips



Public Works Director
Antonio Valenzuela



Clerk of Court
Phenix Gaston

FINANCIAL SECTION

INDEPENDENT AUDITOR'S REPORT

**The Honorable Mayor and Members
of the City Council of the
City of South Fulton, Georgia**

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the **City of South Fulton, Georgia** (the "City"), as of and for the fiscal year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of South Fulton, Georgia as of September 30, 2019, and the respective changes in financial position and, where applicable, cash flows thereof, and the budgetary comparisons for the General Fund for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of South Fulton, Georgia's basic financial statements. The combining and individual fund statements and schedules and the schedule of expenditures of transportation special purpose local option sales tax proceeds, as required by the official code of Georgia 48-8-121, as well as the introductory and the statistical sections, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual fund statements and schedules and the schedule of expenditures of transportation special purpose local option sales tax proceeds are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund statements and schedules and the schedule of expenditures of transportation special purpose local option sales tax proceeds, are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 26, 2020 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Mauldin & Jenkins, LLC

Atlanta, Georgia
March 26, 2020

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of South Fulton, Georgia, (the "City") we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2019. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found in the introductory section of this report.

CITY ACTIVITY HIGHLIGHTS

South Fulton was incorporated in May of 2017 and celebrated its second anniversary on May 1, 2019. Positioned in a metro area, South Fulton is a demographically diverse community and covers 85 square mile area in southwest of Fulton County, Georgia. City of South Fulton is the third largest City in Fulton County and the fifth largest City in the State of Georgia, serving a population of 95,158 (U.S. Census estimate for 2016). The City's daytime population remains consistent of more than 110,000 as a result of the concentration of major industries and business districts located within the City, including wholesale trade, educational services, retail trade, waste management and remediation, and food services. The City is home to the South Fulton Parkway Corridor, which connects Hartsfield Jackson Atlanta International Airport to the City and the Old National Highway Corridor. The City is adjacent to the Fulton Industrial District, one of the largest industrial and business areas in the metro Atlanta region. The City also houses the Wolf Creek Amphitheater, an outdoor recreation and concert venue.

Policy making, and legislative authority of the government is vested in the Mayor and seven Council Members, who are elected for four-year terms. Council Members are elected by district, and the Mayor is elected at-large by popular vote. Terms of office begin after the certification of the election and swearing into office. The City operates under a council/manager form of government, where the Council is the legislative authority and the Mayor possesses all the executive powers granted to the government under the constitution and laws of the State of Georgia and the City of South Fulton charter. The City Manager maintains all the administrative powers granted to the government under the constitution and laws of the State of Georgia and the City's charter. The City is empowered to levy a property tax on both real and personal property located within its boundaries and is qualified to levy all other taxes granted to municipalities within the State of Georgia.

Financial Highlights

- The government-wide assets of the City exceeded its liabilities at the close of the most recent fiscal year by \$303,898,496 (net position) which includes an unrestricted balance of \$10,704,062.
- As of the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$33,765,042, and increase of \$41,281,754.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$9,374,794 or 17.7% of total General Fund expenditures. Unassigned General Fund balance increased \$18,355,518 when compared to the prior fiscal year which may be used to meet the City's ongoing obligations to its citizens and creditors.

The Current Situation of South Fulton

On November 18, 2018, the City of South Fulton successfully transitioned all City services from Fulton County. The pace and breadth of policy development and organizational establishment since early 2017 has been significant. Rightly so, this has been the focus of the City for the last year and a half. In addition, the City Council, has worked tirelessly to make decisions and advance the burgeoning City so that it is functional and operational. While the process has been fraught with disagreement at times, the intent and heart behind the City's development debates has been positive.

Now the City is turning its focus to more operational matters as there is a significant amount of organizational, process, technology, relational and policy matters yet to firmly establish. Being a new City, it brings with it the positive of a considerable amount of control and better services, but also brings a significant need for the development of new processes, systems, relationships and direction.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains required supplementary information and other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner like a private-sector business.

The *statement of net position* presents information on all the City's assets, deferred inflows of resources, and liabilities, with the difference between these items reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal years (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, judicial, public safety, public works, culture and recreation, and housing and development and interest on long-term debt. The business-type activities of the City include development operations. The government-wide financial statements can be found on pages 15 and 16 of this report.

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of South Fulton, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three (3) categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal period. Such information may be useful in evaluating the City's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains seven (7) individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balance for the General Fund and the TSPLOST Fund both of which are considered to be major funds. Data from the other

five (5) governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements elsewhere in this report. The basic governmental funds financial statements can be found on pages 17 through 19 of this report.

The City adopts an annual appropriated budget for its major governmental funds as well as its nonmajor governmental funds. Budgetary comparison statements have been provided for the governmental funds to demonstrate compliance with this budget.

Proprietary funds. The City's enterprise fund is considered a proprietary fund and is used to report the same functions presented as business-type activities in the government-wide financial statements. Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the development operations. The basic proprietary fund financial statements can be found on pages 20 through 22 of this report.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The basic fiduciary fund financial statements can be found on page 23 of this report.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 24 through 40 of this report.

Required supplementary information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information such as the budgetary comparison schedule for the General Fund as presented on a generally accepted accounting principal basis in this section. Required supplementary information can be found on pages 41 and 42 of this report.

Combining and individual fund statements and schedules. In addition to the basic financial statements and accompanying notes, this report also presents combining and individual fund statements and schedules. This section can be found on pages 43 through 49 of this report.

Statistical section. In addition to the basic financial statements and accompanying notes, this report also presents various supplementary and statistical information such as 10-year presentation of revenues, expenditures and tax rates. The statistical section can be found on pages 50 through 66 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position

As noted earlier, the net position may serve over time as a useful indicator of a government's financial position. The City's combined net position increased from \$5,206,502 to \$303,898,496 in 2019. Our analysis below focuses on the net position (**Table 1**) as compared to the previous fiscal year.

TABLE 1

City of South Fulton, Georgia's Statement of Net Position

	Governmental Activities		Business-type Activities		Total Primary Government	
	9/30/2019	9/30/2018	9/30/2019	9/30/2018	9/30/2019	9/30/2018
ASSETS						
Current assets	\$ 67,901,925	\$ 38,318,186	\$ 196,528	\$ -	\$ 68,098,453	\$ 38,318,186
Capital assets, net	273,437,808	13,090,650	-	-	273,437,808	13,090,650
Total assets	341,339,733	51,408,836	196,528	-	341,536,261	51,408,836
LIABILITIES						
Other liabilities	5,918,855	16,374,682	-	-	5,918,855	16,374,682
Long-term liabilities	4,426,070	1,200,369	-	-	4,426,070	1,200,369
Total liabilities	10,344,925	17,575,051	-	-	10,344,925	17,575,051
DEFERRED INFLOWS OF RESOURCES						
Deferred revenues	27,292,840	28,627,283	-	-	27,292,840	28,627,283
Total deferred inflows of resources	27,292,840	28,627,283	-	-	27,292,840	28,627,283
NET POSITION						
Net Investment in capital assets	270,736,966	13,090,650	-	-	270,736,966	13,090,650
Restricted	22,457,468	51,473	-	-	22,457,468	51,473
Unrestricted (deficit)	10,507,534	(7,935,621)	196,528	-	10,704,062	(7,935,621)
Total net position	\$ 303,701,968	\$ 5,206,502	\$ 196,528	\$ -	\$ 303,898,496	\$ 5,206,502

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets exceeded deferred inflows of resources and liabilities by \$303,898,496. A significant portion of the City's net position, \$270,736,966, reflects its investment in capital assets (e.g., land, buildings, machinery, equipment, and infrastructure); less any related debt used to acquire those assets that is still outstanding and less accumulated depreciation (net capital assets). The amount of net investment in capital assets equals 89% of the total net position compared to 251% of the prior fiscal year. The City used its capital assets to provide various services to its citizens; consequently, these assets are not available for future spending, including the payment of the related debt. The City of South Fulton's total net position also includes \$22,289,952 restricted for capital projects, \$153,853 restricted for public safety, and \$13,663 restricted for hospitality and tourism. The City reported its unrestricted net position surplus of \$10,704,062 which may be used to meet the City's ongoing obligations to its citizens and creditors.

Current assets increased by \$29,780,267 or 78% from \$38,318,186 to \$68,098,453 mainly due to an increase of amounts due from other governments (\$18,787,559) as the City now receives TSPLOST revenues from Fulton County (approximately \$21.3 million received during fiscal year 2019) and the increase is due to an increase of \$12,082,545 in cash and cash equivalents from \$5,188,989 in fiscal year 2018 to \$17,271,531 in fiscal year 2019. These cash and cash equivalents represents 25.4% of current assets for the primary government as of September 30, 2019 as compared to 13.5% in the prior fiscal year.

Table 2 summarizes these changes in net position as described above.

TABLE 2

City of South Fulton, Georgia's Statement of Activities

	Governmental Activities		Business-type Activities		Total Primary Government	
	9/30/2019	9/30/2018	9/30/2019	9/30/2018	9/30/2019	9/30/2018
REVENUES						
Program revenues						
Charges for services	\$ 3,644,819	\$ 2,707,332	\$ -	\$ -	\$ 3,644,819	\$ 2,707,332
Operating grants and contributions	27,066,418	3,630,149	-	-	27,066,418	3,630,149
Capital grants and contributions	262,902,562	13,029,454	-	-	262,902,562	13,029,454
General revenues						
Property taxes	30,265,167	14,625,008	-	-	30,265,167	14,625,008
Title ad valorem taxes	395,350	854,804	-	-	395,350	854,804
Sales taxes	26,442,415	24,650,013	-	-	26,442,415	24,650,013
Franchise taxes	3,058,729	1,760,981	-	-	3,058,729	1,760,981
Business taxes	2,050,459	1,946,092	-	-	2,050,459	1,946,092
Alcoholic beverage taxes	262,382	301,332	-	-	262,382	301,332
Other taxes	777,747	378,236	-	-	777,747	378,236
Miscellaneous revenues	175,865	583,739	-	-	175,865	583,739
Transfers	(200,000)	-	200,000	-	-	-
Total revenues and transfers	356,841,913	64,467,140	200,000	-	357,041,913	64,467,140
EXPENSES						
General governments	7,562,293	4,508,869	-	-	7,562,293	4,508,869
Judicial	849,522	622,080	-	-	849,522	622,080
Public safety	26,421,034	32,787,168	-	-	26,421,034	32,787,168
Public works	16,615,373	7,339,476	-	-	16,615,373	7,339,476
Culture and recreation	2,642,631	4,987,263	-	-	2,642,631	4,987,263
Housing and development	4,192,784	2,828,989	3,472	-	4,196,256	2,828,989
Interest charges	62,810	322,566	-	-	62,810	322,566
Total liabilities	58,346,447	53,396,411	3,472	-	58,349,919	53,396,411
Change in net position	298,495,466	11,070,729	196,528	-	298,691,994	11,070,729
Beginning Net Position	5,206,502	(5,864,227)	-	-	5,206,502	(5,864,227)
Ending Net Position	\$ 303,701,968	\$ 5,206,502	\$ 196,528	\$ -	\$ 303,898,496	\$ 5,206,502

Governmental activities. The net position for governmental activities increased by \$298,495,466 in fiscal year 2019 and increased by \$11,070,729 in fiscal year 2018. The majority of the increase in net position in fiscal year 2019 is due to donated capital assets (infrastructure) of \$262,902,565 that was received from Fulton County.

The City's governmental activities are heavily reliant on taxes to support operations. Taxes of \$63,252,249 provided 67% of governmental revenues of general operations (excluding capital grants and contributions of \$262,902,565). Sales taxes were the second biggest contributor at 42% of all taxes collected with a total collection of \$26,442,415. Current year property taxes in the amount of \$30,265,167 was the biggest contributor which provided 48% of tax receipts compared to the prior year receipts of \$14,625,008 which provided 33% of taxes. Tax revenues represents the increasing stability in the property tax base as it migrates from the Fulton County to the City operations. The M&O millage rate was increased to 11.459 mills.

In fiscal year 2018, business taxes in the amount of \$1,946,092 and franchise taxes for \$1,760,981 accounted for 8% of all taxes. In fiscal year 2019, business tax revenue increased to \$2,050,459 and franchise taxes were recognized in the amount of \$3,058,729, a 5% and 74% increase, respectively. These two components of tax revenue accounted for 8% of all tax revenues in fiscal year 2019. All other taxes accounted for less than 3% of tax revenue and total revenues.

The City received a transfer from Fulton County of infrastructure assets in the amount of \$262,902,562 as part of an intergovernmental agreement with Fulton County and the City of Atlanta for Fire Rescue Services. Capital grants and contributions accounted for 74% of total revenues for fiscal year 2019 as compared to 20% in fiscal year 2018.

Overall, governmental expenses increased by \$4,950,036 or 9% in fiscal year 2019 from \$53,396,411 in 2018 to \$58,346,447 in 2019. This increase is the result of the completion of the transition of public works operations from Fulton County to the City. As the City began to fill the operational positions, personnel costs, contracted costs, and supplies have increased during fiscal year 2019 which resulted in the following increases by functions: General government expenses increased by \$3,053,424 or 68%; Judicial expenses increased by \$227,442 or 37%; Public works expenses increased by \$9,275,897 or 126%; and housing and development expenses increased by \$1,363,795 or 48%. However, public safety and culture/recreation expenses decreased in fiscal year 2019 by \$6,366,134 or 19% and \$2,344,632 or 47%, respectively, as the result of the expiration of the agreement between the City and the Fulton County through an IGA for the provision of services during the period of transition of the various departments.

Personnel expenses this year include all departments including for Transportation, a division of the Public Works department, which transitioned from Fulton County in November 2018 as the last department to transition to the City to finish the transition agreement that was to be done in the twenty- four (24) month period according to the IGA between Fulton County and the City. Total personnel cost amounted to \$29,685,662 remains consistent with the prior fiscal year expenses of \$29,629,260 which included related benefits such as employee health insurance.

Business-type activities. During fiscal year 2019, the City created a Development Authority Fund which is reported as a blended component unit/proprietary fund. The City's General Fund transferred \$200,000 to the Development Authority Fund during fiscal year 2019 and this Fund only reported expenses of \$3,472 and which resulted in a remaining cash balance and net position balance of \$196,528.

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

General Fund. The General Fund is the chief operating fund of the City. As of September 30, 2019, the General Fund's unassigned fund balance of \$9,374,794 as a percentage of total expenditures of \$52,879,077 represented 18% of annualized expenditures or 2.13 months reserve. The City ended its fiscal year 2018 operations with a negative fund balance of (\$8,690,818). The City applies cost control measures and adherence to the adopted budget that guided the City's spending for the fiscal year ending September 30, 2019 as noted below:

Fund Balance as of September 30, 2017 (5 months)	(6,539,875)
Fund Balance September 30, 2018 (12 months)	(8,690,818)
Percentage Increase	33%
Fund Balance September 30, 2019 (12 months)	10,606,829
Percentage Increase	222%

TSPLOST Fund. During fiscal year 2019, the City created a TSPLOST Fund which received \$21,257,861 of intergovernmental revenue and had no expenditures; therefore, resulting in ending fund balance of \$21,257,861. Revenue figures from the Georgia Department of Revenue now show three years of historic data which indicates that the Transportation Special Purpose Local Option Tax program is running at a 90% collection rate as measured against Georgia's original projections at the time that the referendum was adopted. At this rate in a normal environment, it means all Tier 1 projects should be fully funded. Effective in Fiscal Year 2020 the City will begin oversight and management of all TSPLOST revenues and projects. The City receives 16.6% distribution that is first distributed to the County and then to the City. Prior to this date, the County maintained oversight of the completion of TPLOST projects. The City expects to receive revenues of approximately \$30 million through 2021 to assist in the completion of the projects which includes improvements to bridges, street resurfacing and sidewalk improvements in various parts of the city.

TABLE 3

**City of South Fulton, Georgia's Governmental Funds
Statement of Revenues, Expenditures, and Changes in Fund Balances**

	<u>9/30/2019</u>	<u>9/30/2018</u>	<u>\$ Increase (Decrease)</u>	<u>% Increase (Decrease)</u>
Revenues:				
Taxes	\$ 63,072,251	\$ 44,575,456	\$ 18,496,795	41%
Licenses & permits	2,209,578	1,822,564	387,014	21%
Intergovernmental	27,153,510	3,122,290	24,031,220	770%
Fines & forfeitures	668,616	278,348	390,268	140%
Charges for services	766,625	606,420	160,205	26%
Interest income	1,121	232	889	383%
Other revenues	174,744	584,170	(409,426)	-70%
Total revenues	<u>94,046,445</u>	<u>50,989,480</u>	<u>43,056,965</u>	<u>84%</u>
Expenditures:				
General government	7,447,034	4,339,235	3,107,799	72%
Judicial	838,857	612,473	226,384	37%
Public safety	27,128,928	31,764,104	(4,635,176)	-15%
Public works	11,355,545	7,339,476	4,016,069	55%
Culture and recreation	2,443,333	4,862,923	(2,419,590)	-50%
Housing and development	4,139,461	2,735,477	1,403,984	51%
Capital outlay	1,849,565	-	1,849,565	100%
Debt service	68,553	322,566	(254,013)	-79%
Total expenditures	<u>55,271,276</u>	<u>51,976,254</u>	<u>3,295,022</u>	<u>6%</u>
Excess (deficiency) of revenues over (under) expenditures	<u>38,775,169</u>	<u>(986,774)</u>	<u>39,761,943</u>	<u>-4029%</u>
Other Financing Sources (Uses):				
Proceeds from sales of capital assets	-	9,937	(9,937)	-100%
Proceeds from financed purchases	2,706,585	-	2,706,585	100%
Transfers in	1,142,288	1,083,805	58,483	5%
Transfers out	(1,342,288)	(1,083,805)	(258,483)	24%
Total other financing sources (uses)	<u>2,506,585</u>	<u>9,937</u>	<u>2,496,648</u>	<u>25125%</u>
Net change in fund balances	41,281,754	(976,837)	42,258,591	-4326%
Fund balances (deficits), beginning of fiscal year	<u>(7,516,712)</u>	<u>(6,539,875)</u>	<u>(976,837)</u>	<u>15%</u>
Fund balances (deficits), end of fiscal year	<u>\$ 33,765,042</u>	<u>\$ (7,516,712)</u>	<u>\$ 41,281,754</u>	<u>-549%</u>

GENERAL FUND BUDGETARY HIGHLIGHTS

The City's budget utilized a conservative approach based on the information available. Emphasis was given to ensuring financial stability and long-term stability while providing revenue enhancement, financial priorities and discipline. The City will pursue it in five (5) priorities to better serve the Citizens of the City of South Fulton and the following are the priorities: Improve Parks and Recreation, Improve Public Safety (Police and Fire Rescue), Increase Economic Development, Create and Implement Branding and Messages and Increase Focus on Planning and Land Use.

1. Improve Parks & Recreation

- Explore feasibility of parks and recreation authority
- Lighting and safety improvements (consider solar)
- Short term – Develop facilities (capital improvements), programs and staffing plan
- Long term – Parks and Recreation Vision and Master Plan
- Ensure parks and recreation serve all ages

2. Improve Public Safety – (Police & Fire Services)

- Develop staffing plan – hire more officers
- Focus on national search to hire chief
- Improve case closure rate
- Develop services and programs.
- Capital and facilities
 - ✓ Improve stations and equipment
 - ✓ Need a ladder truck

3. Economic Development

- Develop an economic development strategy – what are we best suited for?
 - ✓ Include existing business retention and expansion as well as recruitment of new
 - ✓ Explore incentives and their roles in attracting new businesses
 - ✓ Explore the role of a development authority and perhaps a downtown development authority particularly as a project funding mechanism
 - ✓ Encourage small businesses and entrepreneurs – incubator
- Identify key parcels that the City or development authority could acquire and use for economic development purposes
 - ✓ Identify an area for a “downtown”
 - ✓ Identify redevelopment areas
 - ✓ Revitalize key corridors including Old National Highway
 - ✓ Review and adopt ordinances and policies to encourage economic development
 - ✓ Work on CDBG entitlement designation

4. Planning Update Comprehensive Plan

- Identify Consultant
- Hear from the community – what do they want?
- Consider additional or updates to current design overlays
- Review current land use plan and zoning within city limits
 - ✓ Is it what is best for the New City?

5. Create and Implement Branding and messaging

- Develop strategy or plan – needs to feed into economic development strategy
 - ✓ Name, logo and motto
 - ✓ Incorporate into gateway signage, vehicles, uniforms
- Communicate the message
 - ✓ Data driven
- Community engagement and communication

The City will employ an annual mid-year budget process to review and re-align appropriations and priorities made during the annual budget process with any significant unexpected trends. This will ensure adjustments facilitating appropriations to be in alignment with expected resources. Differences between the original budget and final amended budget will then be resolved via official City Council action.

As of fiscal year 2019, revenues over expenditures for the General Fund were \$3,278,000 higher than the budgeted amount. Components of this variance are described below:

Total revenues were \$1,319,477 higher than budgeted. Actual property tax collections were \$516,513 lower than budgeted as property values stabilize and additionally properties that were considered part of the City tax base were removed from the updated tax base and returned to the Fulton Industrial District. Sales taxes were \$1,442,415 higher than budget as a result of general economic growth and stability and new business development within the City. Insurance taxes were \$991,600 lower than budget because the City did not receive its anticipated allocation share of the insurance because of the insurance premium distribution formula established by the State for filing date in order to be eligible for receipt. Business taxes were \$250,459 more than budget as a component of general growth within the city limits. Transfer taxes were \$338,534 higher than budget as a component of growth and economic development.

Total expenditures were \$1,958,523 lower than budgeted as a factor of realigning expenditures within the General Fund to meet the operational needs of some departments. The Financial department expenditures were \$4,499,682 lower than budgeted as the unallocated contingency balance was retained to build fund balance. Police department expenditures were \$2,097,066 higher than budget as a result of the need in this department to replace outdated fleets of vehicles transitioned from Fulton County to the City and to improve response time; hence, the creation of police beats. Public works expenditures were \$805,153 higher than budget in response to unexpected transition costs that may have been pending in preparation of transitioning to the City.

The Schedule of General Fund Revenues, Expenditures, and Changes in Fund Balance, Budget to Actual can be found on pages 41 and 42 of this report.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital assets. The City's capital assets for its governmental activities as of September 30, 2019, amounted to \$273,437,808. The rise in capital assets represents the donated infrastructure assets in the amount of \$262,902,562 which was transferred from Fulton County and represents the City's largest area of investments in capital assets. The second and third largest capital asset groups are in buildings of \$8,272,634 and vehicles of \$4,680,264, respectively. Non-depreciable property includes land for \$1,511,115 and construction in process of \$359,932.

City of South Fulton, Georgia's Capital Assets (net of depreciation)

TABLE 4

	<u>September 30, 2019</u>	<u>September 30, 2018</u>
Land	\$ 1,511,115	\$ 1,511,115
Construction in Progress	359,932	-
Buildings	8,272,634	8,272,915
Vehicles	4,680,264	2,845,545
Furniture and fixtures	611,241	50,474
Machinery and equipment	358,111	410,601
Infrastructure	257,644,511	-
	<u>\$ 273,437,808</u>	<u>\$ 13,090,650</u>

Additional information on the City's capital assets can be found in Note 6 of this report.

Short-term borrowings. At the end of fiscal year September 30, 2018, the City had outstanding debt of \$12,000,000 in form of Tax Anticipation Note payable. The TAN was paid in full on December 31, 2018.

Long-term debt and obligations. At the end of fiscal year September 30, 2019, the City had outstanding debt and obligations of \$4,426,070 which is an increase of \$3,225,701 over the prior year as noted in Table 5 below. The City currently has all of its borrowings backed by the full faith and credit of the City. As a strategy in replacing the aging public safety fleet, the City has entered into a lease with enterprise to finance vehicles.

TABLE 5

City of South Fulton, Georgia's Long-term Debt

	<u>September 30, 2019</u>	<u>September 30, 2018</u>
Financed purchases	\$ 2,700,842	\$ -
Compensated absences	1,725,228	941,381
Pollution remediation	-	258,988
	<u>\$ 4,426,070</u>	<u>\$ 1,200,369</u>

Additional information on the City's long-term debt can be found in Note 7 of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

These factors were considered in preparing the City's budget for the 2020 fiscal year.

A Safer, Stronger South Fulton

The City is committed to ensuring that all residents feel and are safe, providing an environment where businesses can succeed and thrive. To that end, the fiscal year 2020 budget includes the following investments:

- New vehicles to expand the police and fire apparatus fleet;
- Investments in public safety personnel, allowing the City to recruit and retain SFPD officers;
- Investments in essential software related to crime suppression and investigations; and
- Investment in 311 activities to reduce the burden on 911 related to non-emergency calls.

Destination South Fulton

Maintaining a strong, diverse, and resilient South Fulton requires that business and industry can operate in an environment that supports commerce. We accomplish this by nurturing small business assets, and intentionally connecting local businesses to government service delivery. Some ways the fiscal year 2020 budget supports South Fulton as a key destination for businesses include:

- A \$100,000 investment in business incubator;
- The alignment of business services under economic development;
- A \$25,000 investment in retention focused incentives and grants for small businesses operating within the City limits; and
- Investing in outreach and education events targeting business and industry, allowing for business open houses and connection events.

High Performing Government

As our City continues to grow, we must approve these critical investments to ensure that citizens in all seven (7) Districts benefit from our inclusive prosperity. It is imperative that we make all the critical investments in our fiscal year 2020 Budget and Financial Plan to ensure that residents in all seven (7) districts receive world class services and municipal support. Key among these activities is the development of the City's strategic plan. This plan will codify the Mayor-Council's vision for the City and provide strategic direction allowing for the development and implementation of departmental goals and performance measures. Building a government that works for the citizens of the City of South Fulton streamlines processes and improves efficiency

The City will restrict the use of one-time revenues to capital projects when the City starts to accumulate fund balance.

REQUESTS FOR INFORMATION

This comprehensive annual financial report is designed to provide a general overview of the City of South Fulton, Georgia's finances for all those with interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Chief Financial Officer, Department of Finance, City of South Fulton, 5440 Fulton Industrial Blvd, South Fulton, GA 30336.



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

CITY OF SOUTH FULTON, GEORGIA

STATEMENT OF NET POSITION SEPTEMBER 30, 2019

		Primary Government		
		Governmental Activities	Business-type Activities	Total Primary Government
ASSETS				
Cash and cash equivalents		\$ 17,075,003	\$ 196,528	\$ 17,271,531
Accounts receivable		663,134	-	663,134
Taxes receivable		26,904,930	-	26,904,930
Due from other governments		21,964,692	-	21,964,692
Prepaid items		1,264,812	-	1,264,812
Inventories		29,354	-	29,354
Capital assets:				
Nondepreciable		1,871,047	-	1,871,047
Depreciable, net of accumulated depreciation		271,566,761	-	271,566,761
Total assets		<u>341,339,733</u>	<u>196,528</u>	<u>341,536,261</u>
LIABILITIES				
Accounts payable		3,933,139	-	3,933,139
Accrued liabilities		1,959,310	-	1,959,310
Intergovernmental payable		26,406	-	26,406
Financed purchases from direct borrowings, due within one fiscal year		239,104	-	239,104
Financed purchases from direct borrowings, due in more than one fiscal year		2,461,738	-	2,461,738
Compensated absences, due within one fiscal year		862,614	-	862,614
Compensated absences, due in more than one fiscal year		862,614	-	862,614
Total liabilities		<u>10,344,925</u>	<u>-</u>	<u>10,344,925</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred revenues		27,292,840	-	27,292,840
Total deferred inflows of resources		<u>27,292,840</u>	<u>-</u>	<u>27,292,840</u>
NET POSITION				
Net investment in capital assets		270,736,966	-	270,736,966
Restricted for capital projects		22,289,952	-	22,289,952
Restricted for public safety		153,853	-	153,853
Restricted for hospitality and tourism		13,663	-	13,663
Unrestricted		10,507,534	196,528	10,704,062
Total net position		<u>\$ 303,701,968</u>	<u>\$ 196,528</u>	<u>\$ 303,898,496</u>

The accompanying notes are an integral part of these financial statements.

CITY OF SOUTH FULTON, GEORGIA

STATEMENT OF ACTIVITIES FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

Functions/Programs	Program Revenues				Net (Expenses) Revenues and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government		
					Governmental Activities	Business-type Activities	Total
Primary government:							
Governmental activities:							
General government	\$ 7,562,293	\$ 518	\$ -	\$ -	\$ (7,561,775)	\$ -	\$ (7,561,775)
Judicial	849,522	452,019	-	-	(397,503)	-	(397,503)
Public safety	26,421,034	353,659	5,808,557	-	(20,258,818)	-	(20,258,818)
Public works	16,615,373	-	21,257,861	262,902,562	267,545,050	-	267,545,050
Culture and recreation	2,642,631	559,745	-	-	(2,082,886)	-	(2,082,886)
Housing and development	4,192,784	2,278,878	-	-	(1,913,906)	-	(1,913,906)
Interest on long-term debt	62,810	-	-	-	(62,810)	-	(62,810)
Total governmental activities	<u>\$ 58,346,447</u>	<u>\$ 3,644,819</u>	<u>\$ 27,066,418</u>	<u>\$ 262,902,562</u>	<u>235,267,352</u>	<u>-</u>	<u>235,267,352</u>
Business-type activities:							
Development	<u>\$ 3,472</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>	<u>(3,472)</u>	<u>(3,472)</u>
General revenues:							
Property taxes					30,265,167	-	30,265,167
Title ad valorem taxes					395,350	-	395,350
Sales taxes					26,442,415	-	26,442,415
Franchise taxes					3,058,729	-	3,058,729
Business taxes					2,050,459	-	2,050,459
Alcoholic beverage taxes					262,382	-	262,382
Hotel motel taxes					123,192	-	123,192
Transfer taxes					638,534	-	638,534
Insurance premium taxes					8,400	-	8,400
Other taxes					7,621	-	7,621
Interest					1,121	-	1,121
Miscellaneous revenues					174,744	-	174,744
Transfers					(200,000)	200,000	-
Total general revenues and transfers					<u>63,228,114</u>	<u>200,000</u>	<u>63,428,114</u>
Change in net position					298,495,466	196,528	298,691,994
Net position, beginning of fiscal year					5,206,502	-	5,206,502
Net position, end of fiscal year					<u>\$ 303,701,968</u>	<u>\$ 196,528</u>	<u>\$ 303,898,496</u>

The accompanying notes are an integral part of these financial statements.

CITY OF SOUTH FULTON, GEORGIA

BALANCE SHEET GOVERNMENTAL FUNDS SEPTEMBER 30, 2019

ASSETS	General Fund	TSPLOST Fund	Nonmajor Governmental Funds	Total Governmental Funds
Cash and cash equivalents	\$ 12,783,822	\$ 1,999,960	\$ 2,291,221	\$ 17,075,003
Accounts receivable	118,779	-	544,355	663,134
Taxes receivable	26,904,930	-	-	26,904,930
Due from other governments	2,342,422	19,257,861	364,409	21,964,692
Due from other funds	468,940	40	3,376	472,356
Inventory	29,354	-	-	29,354
Prepaid items	1,202,681	-	62,131	1,264,812
Total assets	<u>\$ 43,850,928</u>	<u>\$ 21,257,861</u>	<u>\$ 3,265,492</u>	<u>\$ 68,374,281</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCE				
LIABILITIES				
Accounts payable	\$ 3,457,706	\$ -	\$ 475,433	\$ 3,933,139
Intergovernmental payable	26,406	-	-	26,406
Accrued liabilities	1,958,659	-	-	1,958,659
Due to other funds	3,416	-	468,940	472,356
Total liabilities	<u>5,446,187</u>	<u>-</u>	<u>944,373</u>	<u>6,390,560</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred revenues	27,292,840	-	-	27,292,840
Unavailable revenues - taxes	505,072	-	-	505,072
Unavailable revenues - intergovernmental	-	-	420,767	420,767
Total deferred inflows of resources	<u>27,797,912</u>	<u>-</u>	<u>420,767</u>	<u>28,218,679</u>
FUND BALANCE				
Fund balance:				
Nonspendable:				
Prepaid items	1,202,681	-	62,131	1,264,812
Inventory	29,354	-	-	29,354
Restricted for:				
Hospitality and tourism	-	-	13,663	13,663
Capital projects	-	21,257,861	1,032,091	22,289,952
Public safety	-	-	142,654	142,654
Assigned for:				
Capital projects	-	-	1,059,381	1,059,381
Unassigned (deficit)	9,374,794	-	(409,568)	8,965,226
Total fund balance	<u>10,606,829</u>	<u>21,257,861</u>	<u>1,900,352</u>	<u>33,765,042</u>
Total liabilities, deferred inflows of resources, and fund balance	<u>\$ 43,850,928</u>	<u>\$ 21,257,861</u>	<u>\$ 3,265,492</u>	
Amounts reported for governmental activities in the statement of net position are different because:				
Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the governmental funds.				273,437,808
Some receivables are not available to pay for current-period expenditures and, therefore, are deferred in the governmental funds.				925,839
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds.				<u>(4,426,721)</u>
Net position of governmental activities				<u>\$ 303,701,968</u>

The accompanying notes are an integral part of these financial statements.

CITY OF SOUTH FULTON, GEORGIA
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

	General Fund	TSPLOST Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues:				
Property taxes	\$ 30,085,169	\$ -	\$ -	\$ 30,085,169
Title ad valorem taxes	395,350	-	-	395,350
Sales taxes	26,442,415	-	-	26,442,415
Business taxes	2,050,459	-	-	2,050,459
Franchise taxes	3,058,729	-	-	3,058,729
Insurance premium taxes	8,400	-	-	8,400
Transfer taxes	638,534	-	-	638,534
Alcoholic beverage excise taxes	262,382	-	-	262,382
Other taxes	7,621	-	123,192	130,813
Licenses and permits	2,209,578	-	-	2,209,578
Fines and forfeitures	452,019	-	216,597	668,616
Charges for services	766,625	-	-	766,625
Intergovernmental	4,440,768	21,257,861	1,454,881	27,153,510
Interest income	1,121	-	-	1,121
Contributions and donations	1,600	-	-	1,600
Miscellaneous revenues	173,144	-	-	173,144
Total revenues	70,993,914	21,257,861	1,794,670	94,046,445
Expenditures:				
Current:				
General government	7,447,034	-	-	7,447,034
Judicial	838,857	-	-	838,857
Public safety	26,687,875	-	441,053	27,128,928
Public works	11,355,545	-	-	11,355,545
Culture and recreation	2,347,976	-	95,357	2,443,333
Housing and development	4,139,461	-	-	4,139,461
Capital outlay	-	-	1,849,565	1,849,565
Debt service:				
Principal	-	-	5,743	5,743
Interest	62,329	-	481	62,810
Total expenditures	52,879,077	-	2,392,199	55,271,276
Excess (deficiency) of revenues over (under) expenditures	18,114,837	21,257,861	(597,529)	38,775,169
Other financing sources (uses):				
Proceeds from financed purchases from direct borrowings	2,393,808	-	312,777	2,706,585
Transfers in	65,645	-	1,076,643	1,142,288
Transfers out	(1,276,643)	-	(65,645)	(1,342,288)
Total other financing sources (uses)	1,182,810	-	1,323,775	2,506,585
Net change in fund balances	19,297,647	21,257,861	726,246	41,281,754
Fund balances (deficit), beginning of fiscal year	(8,690,818)	-	1,174,106	(7,516,712)
Fund balances, end of fiscal year	<u>\$ 10,606,829</u>	<u>\$ 21,257,861</u>	<u>\$ 1,900,352</u>	<u>\$ 33,765,042</u>

The accompanying notes are an integral part of these financial statements.

CITY OF SOUTH FULTON, GEORGIA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds	\$ 41,281,754
--	---------------

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation expense exceeded capital outlay in the current period.	(2,555,404)
--	-------------

The net effect of capital asset donations made to the City is to increase net position.	262,902,562
---	-------------

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the governmental funds.	92,906
---	--------

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds	<u>(3,226,352)</u>
--	--------------------

Change in net position - governmental activities	<u>\$ 298,495,466</u>
--	-----------------------

The accompanying notes are an integral part of these financial statements.

CITY OF SOUTH FULTON, GEORGIA

STATEMENT OF NET POSITION PROPRIETARY FUND SEPTEMBER 30, 2019

	Development Authority Fund
ASSETS	
Current assets:	
Cash and cash equivalents	\$ 196,528
Total current assets	196,528
 Total assets	 196,528
 NET POSITION	
Unrestricted	196,528
Total net position	\$ 196,528

The accompanying notes are an integral part of these financial statements.

CITY OF SOUTH FULTON, GEORGIA
STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN NET POSITION
PROPRIETARY FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

	Development Authority Fund
OPERATING EXPENSES	
Supplies and maintenance	\$ 3,472
Total operating expenses	<u>3,472</u>
Operating loss before transfers	(3,472)
Transfers in	<u>200,000</u>
Change in net position	196,528
NET POSITION, beginning of fiscal year	<u>-</u>
NET POSITION, end of fiscal year	<u><u>\$ 196,528</u></u>

The accompanying notes are an integral part of these financial statements.

CITY OF SOUTH FULTON, GEORGIA
STATEMENT OF CASH FLOWS
PROPRIETARY FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

	Development Authority Fund
CASH FLOWS FROM OPERATING ACTIVITIES	
Payments to suppliers and service providers	\$ (3,472)
Net cash used in operating activities	(3,472)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Transfer in from other funds	200,000
Net cash provided by noncapital financing activities	200,000
Net increase in cash and cash equivalents	196,528
Cash and cash equivalents:	
Beginning of fiscal year	-
End of fiscal year	\$ 196,528
Reconciliation of operating loss to net cash used in operating activities:	
Operating loss	\$ (3,472)
Net cash used in operating activities	\$ (3,472)

The accompanying notes are an integral part of these financial statements.

CITY OF SOUTH FULTON, GEORGIA

**STATEMENT OF FIDUCIARY ASSETS AND LIABILITIES
AGENCY FUND
SEPTEMBER 30, 2019**

	ASSETS	Municipal Court Fund
Cash		<u>\$ 68,298</u>
Total assets		<u><u>\$ 68,298</u></u>
	LIABILITIES	
Due to others		<u>\$ 68,298</u>
Total liabilities		<u><u>\$ 68,298</u></u>

The accompanying notes are an integral part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS

CITY OF SOUTH FULTON, GEORGIA

NOTES TO FINANCIAL STATEMENTS SEPTEMBER 30, 2019

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the City of South Fulton, Georgia (the "City") have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the City's accounting policies are described below.

A. The Financial Reporting Entity

The City, which was incorporated by a voter approved referendum on November 8, 2016, commenced operations on May 1, 2017 pursuant to the election of a mayor and council on April 18, 2017. Policy-making and legislative authority are vested in the Mayor and City Council which consists of (7) seven council members and the Mayor. The government provides such services as general government administration, judicial services through its municipal court, code enforcement, building and zoning, housing and development, culture and recreation, and public works.

Blended Component Unit:

The South Fulton Development Authority (the "Development Authority") was established for the purposes of attracting development, industry, and employment opportunities to the City. The Board of the Development Authority is made up of nine (9) board members from the local community who are appointed by the Mayor and City Council. The Development Authority is reported in the City's financial statements as a blended component unit (proprietary fund) as there is a financial benefit or burden relationship as the City has provided support to the Development Authority. Separate financial statements for the Development Authority are not prepared.

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. Government-wide financial statements do not provide information by fund, but distinguish between the City's governmental activities and business-type activities. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees, and charges for support. The statement of net position will include non-current assets and non-current liabilities. In addition, the government-wide statement of activities reflects depreciation expense on the City's capital assets. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Government-wide and Fund Financial Statements (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segments are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to those who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are levied. As such, property tax revenues will be recognized in the current fiscal year for the previous tax year's levy. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers property taxes to be available if they are collected within 60 days of the end of the current fiscal period for which they are levied. Other revenues susceptible to accrual are considered available if they are collected within 90 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to long-term liabilities, such as compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, sales taxes, franchise taxes, business taxes, excise taxes, and licenses and permits associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period if availability criteria are met. All other revenue items are considered to be measurable and available only when cash is received by the City.

NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

In accordance with GASB Statement No. 33, "Accounting and Financial Reporting for Non-exchange Transactions," the corresponding assets (receivables) in non-exchange transactions are recognized in the period in which the underlying exchange occurs, when an enforceable legal claim has arisen, when all eligibility requirements have been met, or when resources are received, depending on the revenue source.

In accordance with GASB Statement No. 34, major individual governmental funds are reported as separate columns in the fund financial statements.

The City reports the following major governmental funds:

The **General Fund** is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The **TSPLOST Fund** accounts for proceeds of a sales tax levied in Fulton County, which will be used by the City for the exclusive purpose of transportation improvement projects within the city of South Fulton.

The City reports the following major proprietary fund:

The **Development Authority Fund** accounts for revenues generated from the charges for financing services provided to businesses within the City. All activities necessary to provide such services are accounted for in this fund.

The City also reports the following fund types:

The **Special Revenue** funds are used to account for revenue sources which are legally restricted to expenditures for specific purposes, such as, grants and hotel/motel taxes.

The **Capital Project** funds are used to account for expenditures related to construction, acquisition, or installation of the City's capital assets.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, and 2) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

In accounting and reporting for its proprietary operations, the City applies all GASB pronouncements. Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise funds are charges to customers for sales and services provided. Operating expenses for the enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

D. Budgets

Formal budgetary accounting is employed as a management control device for the funds of the City. The governmental fund budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America, with the exception that the City budgets another financing source for the issuance of the tax anticipation note (TAN). An annual operating budget is adopted for the General Fund and each special revenue fund each fiscal year through passage of an annual budget ordinance and amended as required for the General Fund. During the fiscal year ended September 30, 2019, the original budget was amended through supplemental appropriations. These changes are reflected in the budgetary comparison schedule. All appropriations lapse at fiscal year-end. The City does not use encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation.

E. Cash and Cash Equivalents

Cash and cash equivalents include amounts in demand deposits as well as short-term investments with a maturity date within three months of the date acquired by the City.

F. Receivables

All receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

G. Interfund Receivables and Payables

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year as well as all other outstanding balances between funds are reported as "due to/from other funds."

NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

H. Prepaid Items

Payments made to vendors for services that will benefit periods beyond September 30, 2019, are recorded as prepaid items in both government-wide and fund financial statements. These items are accounted for using the consumption method.

I. Inventories

Inventories are valued at cost, which approximates market, using the weighted average cost method. The consumption method is used to account for inventories. Under the consumption method, inventory items are recognized as expenditures when used.

J. Capital Assets

Capital assets, which include buildings, parks, furniture and fixtures, vehicles and machinery and equipment and infrastructure, are reported in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives is not capitalized.

Capital assets of the City are depreciated using the straight line method over the following useful lives:

Building	50 years
Vehicles	5 years
Furniture and fixtures	10 years
Machinery and equipment	5-10 years
Infrastructure	50 years

NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

K. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until that time. The City has no items that qualify for reporting in this category.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has two types of items that qualifies for reporting in this category. The first item, *unavailable revenue*, is only reported in the governmental funds balance sheet. The governmental funds report unavailable revenue from property taxes and intergovernmental revenue as these amounts are deferred and will be recognized as inflow of resources in the period in which the amounts become available. Additionally, the City reports deferred revenues for the 2019 digest which is levied for operation of the 2020 fiscal year and thus reported as deferred revenues in the fund and at the Statement of Net Position.

L. Fund Equity

Fund equity at the governmental fund financial reporting level is classified as “fund balance.” Fund equity for all other reporting is classified as “net position.”

Fund Balance – Generally, fund balance represents the difference between the assets and liabilities and deferred inflows of resources under the current financial resources measurement focus of accounting. In the fund financial statements, governmental funds report fund balance classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Fund balances are classified as follows:

- **Nonspendable** – Fund balances are reported as nonspendable when amounts cannot be spent because they are either (a) not in spendable form (i.e., items that are not expected to be converted to cash) or (b) legally or contractually required to be maintained intact.
- **Restricted** – Fund balances are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the City or through external restrictions imposed by creditors, grantors or laws or regulations of other governments.

NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

L. Fund Equity (Continued)

- **Committed** – Fund balances are reported as committed when they can be used only for specific purposes pursuant to constraints imposed by formal action of the City Council through the adoption of a resolution. Only the City Council may modify or rescind the commitment, also through a resolution.
- **Assigned** – Fund balances are reported as assigned when amounts are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed. The authority to assign fund balances remains with the City Council.
- **Unassigned** – Fund balances are reported as unassigned as the residual amount when the balances do not meet any of the above criterion. The City reports positive unassigned fund balance only in the general fund. Negative unassigned fund balances may be reported in all funds. The City, by resolution, has created a minimum fund balance policy to be no less than two-and-one-half months of its prior fiscal year's actual operating expenditures of the General Fund, in order to cover unforeseen emergencies and/or revenue shortfalls. The City's resolution states the minimum fund balance policy is effective beginning the City's third fiscal year which will be fiscal year ending September 30, 2020.

Flow Assumptions – When both restricted and unrestricted amounts of fund balance are available for use for expenditures incurred, it is the City's policy to use restricted amounts first and then unrestricted amounts as they are needed. For unrestricted amounts of fund balance, it is the City's policy to use fund balance in the following order: (1) Committed, (2) Assigned, and (3) Unassigned.

Net Position – Net position represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources, in reporting which utilizes the economic resources measurement focus. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used (i.e., the amount that the City has spent) for the acquisition, construction or improvement of those assets.

Net position is reported as restricted using the same definition as used for restricted fund balance as described in the section above. All other net position is reported as unrestricted.

The City applies restricted resources first when an expense is incurred for purposes for which both restricted and unrestricted net position is available.

NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

M. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, deferred inflows of resources, and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

N. Compensated Absences

The compensated absences policy of the City provides for accumulation of up to 120 hours of comp time. For the City's government-wide statements, an expense and a liability for compensated absences and the salary-related payments are recorded as leave is earned.

NOTE 2. RECONCILIATION OF GOVERNMENT-WIDE FINANCIAL STATEMENTS AND FUND FINANCIAL STATEMENTS

A. Explanation of Certain Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position

The governmental fund balance sheet includes reconciliations between *fund balance – total governmental fund* and *net position – governmental activities* as reported in the government-wide statement of net position. One element of that reconciliation explains that “Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.” The details of this \$4,426,721 difference are as follows:

Direct financing	\$ (2,700,842)
Compensated absences	(1,725,228)
Accrued interest	<u>(651)</u>
Net adjustment to decrease <i>fund balances – total governmental funds</i> to arrive at <i>net position – governmental activities</i> .	<u><u>\$ (4,426,721)</u></u>

NOTES TO FINANCIAL STATEMENTS

NOTE 2. RECONCILIATION OF GOVERNMENT-WIDE FINANCIAL STATEMENTS AND FUND FINANCIAL STATEMENTS (CONTINUED)

B. Explanation of Certain Differences Between the Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances and the Government-wide Statement of Activities

The governmental fund statement of revenues, expenditures, and changes in fund balance includes a reconciliation between net change in fund balance and change in net position of governmental activities as reported in the government-wide statement of activities. One element of that reconciliation explains that "Governmental funds report capital outlays as expenditures, however, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense." The details of this \$2,555,404 difference are as follows:

Capital outlay	\$ 3,743,037
Depreciation expense	<u>(6,298,441)</u>
Net adjustment to decrease <i>net change in fund balances - total governmental fund</i> to arrive at <i>change in net position - governmental activities</i>	<u><u>\$ (2,555,404)</u></u>

NOTES TO FINANCIAL STATEMENTS

NOTE 3. LEGAL COMPLIANCE – BUDGETS

A. Budgets and Budgetary Accounting

The budget is officially adopted by the governing body prior to the beginning of its fiscal year, or a resolution authorizing the continuation of necessary and essential expenditures to operate the City will be adopted. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the department level, within the fund.

Transfers of appropriations within a department budget or within a non-departmental expenditure category require the approval of the City Council. Increases in appropriations in a departmental budget or in a non-departmental expenditure category, require approval of the governing body in the form of amendments to the budget resolution.

For the fiscal year ended September 30, 2019, expenditures exceeded final budget in the following funds and General Fund departments as follows:

General Fund:

General government:

Law	\$	23,064
Communications		5,690
IT and GIS		53,202
Police		2,097,066
E-911 Services		216,635
Public works		805,153
Planning and zoning		144,523

The excess of expenditures over budget were primarily funded by excess budget amounts available within other departments of the City.

NOTES TO FINANCIAL STATEMENTS

NOTE 4. DEPOSITS AND INVESTMENTS

Custodial Credit Risk – Deposits: State statutes require all deposits and investments (other than federal or state government instruments) to be covered by depository insurance or pledged securities. Amounts that exceed standard depository insurance limits are required to be collateralized either (1) individually by the financial institutions through pledged obligations of the U.S. Government, obligations backed by the full faith and credit of the U.S. Government, obligations of the State of Georgia or other states, or obligations of counties, municipalities, or public authorities of the State of Georgia, or (2) participation in the State of Georgia Secure Deposit Program. As of September 30, 2019, the financial institution holding all of the City's deposits is a participant of the State of Georgia Secure Deposit Program, which is administered by the Office of the State Treasurer, requires participating banks holding deposits of public funds to pledge collateral at varying rates depending on tier assigned by the State. As of September 30, 2019, all of the City's bank balances were insured and/or collateralized as defined by GASB and required by State Statutes.

NOTE 5. RECEIVABLES

Property taxes are levied on property values assessed as of January 1, which is also the lien date. The City contracts with Fulton County to bill and collect City of South Fulton property taxes. The taxes were levied on September 1 based on the assessed value of property as listed on the previous January 1 and were due on October 31. Property taxes levied on September 1, 2019 are for the year ended September 30, 2020 and property taxes are recorded as receivables and unavailable revenue when levied. Revenues are recognized in governmental funds when available.

Receivables at September 30, 2019, including any applicable allowances for uncollectible accounts, are as follows:

	General Fund	TSPLOST Fund	Nonmajor Governmental
Receivables:			
Accounts receivable	\$ 118,779	\$ -	\$ 544,355
Taxes	27,370,930	-	-
Other governments	2,342,422	19,257,861	364,409
Total receivables	29,832,131	19,257,861	908,764
Less allowance for uncollectible	466,000	-	-
Net total receivable	<u>\$ 29,366,131</u>	<u>\$ 19,257,861</u>	<u>\$ 908,764</u>

NOTES TO FINANCIAL STATEMENTS

NOTE 6. CAPITAL ASSETS

Capital asset activity for the City for the fiscal year ended September 30, 2019 is as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities:				
Nondepreciable capital assets:				
Land	\$ 1,511,115	\$ -	\$ -	\$ 1,511,115
Construction in progress	-	359,932	-	359,932
Total	<u>1,511,115</u>	<u>359,932</u>	<u>-</u>	<u>1,871,047</u>
Depreciable capital assets:				
Buildings	8,384,272	317,937	-	8,702,209
Vehicles	3,147,830	2,474,220	-	5,622,050
Furniture and fixtures	50,976	566,072	-	617,048
Machinery and equipment	437,358	24,876	-	462,234
Infrastructure	-	262,902,562	-	262,902,562
Total	<u>12,020,436</u>	<u>266,285,667</u>	<u>-</u>	<u>278,306,103</u>
Less accumulated depreciation for:				
Buildings	(111,357)	(318,218)	-	(429,575)
Vehicles	(302,285)	(639,501)	-	(941,786)
Furniture and fixtures	(502)	(5,305)	-	(5,807)
Machinery and equipment	(26,757)	(77,366)	-	(104,123)
Infrastructure	-	(5,258,051)	-	(5,258,051)
Total	<u>(440,901)</u>	<u>(6,298,441)</u>	<u>-</u>	<u>(6,739,342)</u>
Total capital assets being depreciated, net	<u>11,579,535</u>	<u>259,987,226</u>	<u>-</u>	<u>271,566,761</u>
Governmental activities capital assets, net	<u>\$ 13,090,650</u>	<u>\$ 260,347,158</u>	<u>\$ -</u>	<u>\$ 273,437,808</u>

Depreciation expense was charged to functions/programs of the City as follows:

Governmental activities:	
General government	\$ 75,892
Public safety	635,145
Public works	5,258,051
Culture and recreation	329,353
Total Depreciation Expense	<u>\$ 6,298,441</u>

NOTES TO FINANCIAL STATEMENTS

NOTE 7. LONG-TERM DEBT

The following is a summary of long-term debt activity of the City for the year ended September 30, 2019:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Governmental activities					
Financed purchases from direct borrowings	\$ -	\$ 2,706,585	\$ (5,743)	\$ 2,700,842	\$ 239,104
Compensated absences	941,381	1,380,500	(596,653)	1,725,228	862,614
Pollution remediation	258,988	-	(258,988)	-	-
Total governmental activities long-term liabilities	<u>\$ 1,200,369</u>	<u>\$ 4,087,085</u>	<u>\$ (861,384)</u>	<u>\$ 4,426,070</u>	<u>\$ 1,101,718</u>

The City's compensated absences will be liquidated by the General Fund and purchases from direct financing will be liquidated by the Capital Projects Fund.

Financed Purchases from Direct Borrowings

In May 2019, the City entered into an agreement with Enterprise Fleet Management to finance the purchase of ten (10) vehicles for the City's Police Department. The vehicles are included in capital assets at a cost of \$317,937. Interest has been imputed at a rate of 3.88% and the City will make monthly payments through September 2023. The debt service requirements to maturity are as follows:

<u>Fiscal Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	\$ 76,564	\$ 2,084	\$ 78,648
2021	77,757	1,488	79,245
2022	78,995	869	79,864
2023	73,718	239	73,957
	<u>\$ 307,034</u>	<u>\$ 4,680</u>	<u>\$ 311,714</u>

As of September 30, 2019, the City had \$317,937 of assets, with associated accumulated depreciation of \$9,935, financed. The related depreciation expense for these assets is included in the capital asset depreciation expense.

NOTES TO FINANCIAL STATEMENTS

NOTE 7. LONG-TERM DEBT (CONTINUED)

Financed Purchases from Direct Borrowings (Continued)

In September 2019, the City entered into an agreement with Jones Bridge Road Associates, LLC, to finance the purchase of a building located at 7490 Old National Hwy, Atlanta, GA, 30296, to be used as a Public Safety facility. The building is included in capital assets at a cost of \$2,393,808. Interest has been imputed at a rate of 3.25% and the City will make monthly payments through December 2029. The debt service requirements to maturity are as follows:

Fiscal Year Ending June 30,	Principal	Interest	Total
2020	\$ 162,540	\$ 5,460	\$ 168,000
2021	220,203	7,397	227,600
2022	224,951	7,557	232,508
2023	229,842	7,721	237,563
2024	234,880	7,890	242,770
2025-2029	1,255,416	42,170	1,297,586
2030	65,976	2,217	68,193
	<u>\$ 2,393,808</u>	<u>\$ 80,412</u>	<u>\$ 2,474,220</u>

As of September 30, 2019, the City had \$2,393,808 of assets, with no accumulated depreciation, financed.

NOTE 8. INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

The composition of interfund balances as of September 30, 2019 is as follows:

Receivable Fund	Payable Fund	Amount
General Fund	Nonmajor Governmental Funds	\$ 468,940
Nonmajor Governmental Funds	General Fund	3,376
	Total	<u>\$ 472,316</u>

The outstanding balances between funds result mainly from the time lag between the dates that transactions are recorded in the accounting system and payments between funds are made.

NOTES TO FINANCIAL STATEMENTS

NOTE 8. INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS (CONTINUED)

Interfund transfers:

<u>Transfers In</u>	<u>Transfers Out</u>	<u>Amount</u>
General Fund	Nonmajor Governmental Funds	\$ 65,645
Nonmajor Governmental Funds	General Fund	1,076,643
Development Authority	General Fund	200,000
	Total	<u>\$ 1,342,288</u>

Transfers are used to move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them.

NOTE 9. HOTEL/MOTEL LODGING TAX

The City has levied an occupancy tax of 8% for the rent of a guest room at a hotel or motel in the City as authorized by the Official Code of Georgia Annotated (O.C.G.A.) §48-13-51(a)(3). For the year ended September 30, 2019, the City collected \$123,192 in hotel/motel tax revenues. Of this amount, \$65,645 or 53.3% was transferred to the General Fund and the remaining portion was expended for hospitality and tourism as stipulated by O.C.G.A. §48-13-51(a)(3).

NOTE 10. SHORT-TERM BORROWINGS

The City utilized two short-term notes payable in the form of tax anticipation notes during the five months ended September 30, 2017. Pursuant to the agreement between the City and a local financial institution, the lender agreed to advance the City up to \$12,000,000, in the form of a \$9,000,000 and a \$3,000,000 note secured by future tax revenues. Interest accrued on the \$9 million note equal to 2.02 percent and interest accrued on the \$3 million note equal to 2.09 percent. At the due date, December 29, 2017, the City was unable to pay off the note and issued a \$12,000,000 tax anticipation note with a due date of December 29, 2018. Interest accrued on the \$12 million note equal to 2.80 percent. The total \$12 million note was paid in full on the due date, December 29, 2018.

The following is a summary of the City's short-term borrowings for the period ended September 30, 2019:

<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>
\$ 12,000,000	\$ -	\$ (12,000,000)	\$ -

NOTES TO FINANCIAL STATEMENTS

NOTE 11. COMMITMENTS AND CONTINGENT LIABILITIES

Litigation:

The City is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of management and legal counsel, the resolution of these matters will not have a material adverse effect on the financial condition of the City.

Contractual Commitments:

The City has entered into an intergovernmental agreement with Fulton County, Georgia for the provision of certain services to be provided to the City for a fee by Fulton County. The term of the agreement is for a period not to exceed twenty-four months (24), commencing May 1, 2017 and concluding, at the latest, at midnight on November 30, 2018. The City will be provided the following services; E911, Animal Control, Police, Fire, Planning and Zoning, Parks and Recreation, Business Occupation Tax, Road and Highway Maintenance, Stormwater, Utilities, Elections. Over time the City has taken over these services from Fulton County. Currently, this intergovernmental agreement has ended and as of September 30, 2019, the City has assumed responsibility for all services except E911 and Animal Control which are provided under a new intergovernmental agreement and totaling approximately \$3 million annually.

NOTE 12. JOINT VENTURE

Under Georgia law, the City, in conjunction with other cities around the Metropolitan Atlanta Georgia area, is a member of the Atlanta Regional Commission (ARC) and is required to pay annual dues thereto, which Fulton County has paid on behalf of the City of South Fulton. Membership in ARC is required by the Official Code of Georgia Annotated (OCGA) Section 50-8-34, which provides for the organization structure of ARC. ARC Board membership includes the chief elected official of each county and municipality of the area. OCGA 50-8-39.1 provides that the member governments are liable for any debts or obligations of the ARC. Separate financial statements may be obtained from ARC, 40 Courtland Street NE, Atlanta, Georgia 30303.

NOTES TO FINANCIAL STATEMENTS

NOTE 13. RISK MANAGEMENT

The City is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

The City participates in the Georgia Interlocal Risk Management Agency Fund, a public entity risk pool currently operating as a common risk management and insurance program for member local governments.

As part of the risk pool, the City is obligated to pay all contributions and assessments as prescribed by the pool, to cooperate with the pool's agents and attorneys, to follow loss reduction procedures established by the funds, and to report as promptly as possible, and in accordance with any coverage descriptions issued, all incidents which could result in the funds being required to pay any claim of loss. The City is also to allow the pool's agents and attorneys to represent the City in investigation, settlement discussions, and all levels of litigation arising out of any claim made against the City within the scope of loss protection furnished by the funds.

The funds are to defend and protect the members of the funds against liability or loss as prescribed in the member government contract and in accordance with the workers' compensation law of Georgia. The funds are to pay all costs taxed against members in any legal proceeding defended by the members, all interest accruing after entry of judgment, and all expenses incurred for investigation, negotiation or defense.

The City carries commercial insurance for these risks of losses. There have been no significant reductions in insurance coverage. Settlement amounts have not exceeded insurance coverage for the past two years.

NOTE 14. Pollution Remediation

During fiscal year ended September 30, 2018, the City purchased a building at 5165 Welcome All Road, College Park, GA to be used as a fire station. Upon inspection, it was discovered the building contained significant amounts of mold and asbestos. In September 2018, the City entered into a contract with Parker Young Construction for mold remediation services. The total contract price for the remediation services is \$258,988. At September 30, 2018, this was recorded as a liability on the statement of net position. The remediation was paid in full during fiscal year 2019 and therefore, there is no pollution remediation liability as of September 30, 2019.

NOTE 15. Tax Abatements

Fulton County has entered into property tax abatement agreements with local businesses through the Development Authority of Fulton County, for the purpose of attracting or retaining businesses within the County. For the fiscal year ended September 30, 2019, the City of South Fulton's ad valorem tax revenues were reduced by \$105,973 under agreements entered into by Fulton County.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF SOUTH FULTON, GEORGIA
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES - BUDGET AND ACTUAL (GAAP BASIS)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

	Original Budget	Final Budget	Actual	Variance With Final Budget
Revenues:				
Property taxes	\$ 33,907,936	\$ 30,601,682	\$ 30,085,169	\$ (516,513)
Title ad valorem taxes	700,000	500,000	395,350	(104,650)
Sales taxes	24,000,000	25,000,000	26,442,415	1,442,415
Franchise taxes	1,000,000	2,550,000	3,058,729	508,729
Business taxes	1,800,000	1,800,000	2,050,459	250,459
Insurance taxes	3,000,000	1,000,000	8,400	(991,600)
Other taxes	50,000	-	7,621	7,621
Alcoholic beverage excise taxes	270,000	430,000	262,382	(167,618)
Transfer tax	200,000	300,000	638,534	338,534
Licenses and permits	1,614,000	2,033,200	2,209,578	176,378
Fines and forfeitures	200,000	380,000	452,019	72,019
Charges for services	736,500	629,055	766,625	137,570
Intergovernmental	3,696,000	4,392,000	4,440,768	48,768
Interest income	-	1,000	1,121	121
Contributions and donations	-	-	1,600	1,600
Miscellaneous revenues	-	57,500	173,144	115,644
Total revenues	71,174,436	69,674,437	70,993,914	1,319,477
Expenditures:				
Current:				
General government:				
Legislative	991,288	1,095,774	1,088,544	7,230
Mayor	209,161	198,282	193,645	4,637
City clerk	677,029	371,237	351,544	19,693
City manager	1,327,325	1,169,931	1,141,450	28,481
Financial	1,628,644	5,426,574	926,892	4,499,682
Law	600,000	649,375	672,439	(23,064)
Human resources	751,032	711,160	698,501	12,659
Communications	461,622	385,882	391,572	(5,690)
IT and GIS	1,791,581	1,141,141	1,194,343	(53,202)
Purchasing	467,773	216,010	210,765	5,245
General services administration	735,855	729,306	556,144	173,162
Risk management	88,841	88,841	21,195	67,646
Total general government	9,730,151	12,183,513	7,447,034	4,736,479
Judicial:	1,228,589	850,278	838,857	11,421
Public safety:				
Police	12,943,116	11,610,743	13,707,809	(2,097,066)
Fire services	12,732,497	11,437,367	11,063,431	373,936
E-911 services	-	1,700,000	1,916,635	(216,635)
Total public safety	25,675,613	24,748,110	26,687,875	(1,939,765)
Public works:	7,752,531	10,550,392	11,355,545	(805,153)
Culture and recreation:	3,345,231	2,438,966	2,347,976	90,990

(continued)

CITY OF SOUTH FULTON, GEORGIA

GENERAL FUND SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL (GAAP BASIS) FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

	Original Budget	Final Budget	Actual	Variance With Final Budget
Housing and development:				
Planning and zoning	3,408,524	2,524,495	2,669,018	(144,523)
Economic development	1,584,798	1,479,517	1,470,443	9,074
Total housing and development	4,993,322	4,004,012	4,139,461	(135,449)
Debt service:				
Interest	-	62,329	62,329	-
Total debt service	-	62,329	62,329	-
Total expenditures	52,725,437	54,837,600	52,879,077	1,958,523
Excess (deficiency) of revenues over (under) expenditures	18,448,999	14,836,837	18,114,837	3,278,000
Other financing sources (uses)				
Proceeds from direct financing	-	-	2,393,808	2,393,808
Proceeds from issuance of TAN	12,336,000	12,000,000	-	(12,000,000)
Transfers in	30,000	40,488	65,645	25,157
Transfers out	-	(2,012,849)	(1,276,643)	736,206
Total other financing sources (uses)	12,366,000	10,027,639	1,182,810	(8,844,829)
Net change in fund balance	30,814,999	24,864,476	19,297,647	(5,566,829)
Fund balance (deficit), beginning of fiscal year	(8,690,818)	(8,690,818)	(8,690,818)	-
Fund balance, end of fiscal year	<u>\$ 22,124,181</u>	<u>\$ 16,173,658</u>	<u>\$ 10,606,829</u>	<u>\$ (5,566,829)</u>

Note: See footnotes 1 and 3 of the basic financial statements for budgetary policies.

NONMAJOR GOVERNMENTAL FUNDS

Special Revenue Funds

Special revenue funds are used to account for specific revenues that are legally restricted or committed to expenditures for particular purposes.

Confiscated Assets Fund – This fund accounts for the use of confiscated assets by the Police Department; these funds are restricted by the applicable State of Georgia confiscation and seizure laws.

Multiple Grant Fund – This fund accounts for the restricted revenue streams resulting from various capital and operating grants awarded to the City.

Hotel/Motel Fund – This fund accounts for the collection of the restricted portion of hotel/motel taxes as required by the Official Code of Georgia Annotated (OCGA) §48-13-51.

Capital Projects Funds

Capital projects funds are used to account for financial resources for the acquisition, construction, and improvements of the City's capital assets.

Capital Grant Fund – This fund is used to account for expenditures related to the construction, acquisition, and/or installation of the City's capital assets paid with capital grants.

Capital Projects Fund – This fund is used to account for expenditures related to the construction, acquisition, and/or installation of the City's capital assets.

CITY OF SOUTH FULTON, GEORGIA

COMBINING BALANCE SHEET NONMAJOR GOVERNMENTAL FUNDS SEPTEMBER 30, 2019

ASSETS	Special Revenue Funds			Capital Project Funds		Total Nonmajor Governmental Funds
	Confiscated Assets Fund	Multiple Grant Fund	Hotel/Motel Tax Fund	Capital Grant Fund	Capital Project Fund	
Cash	\$ 139,278	\$ -	\$ 103,454	\$ 1,032,091	\$ 1,016,398	\$ 2,291,221
Accounts receivable	-	-	13,784	-	530,571	544,355
Due from other governments	-	364,409	-	-	-	364,409
Due from other funds	3,376	-	-	-	-	3,376
Prepaid items	-	-	-	-	62,131	62,131
Total assets	\$ 142,654	\$ 364,409	\$ 117,238	\$ 1,032,091	\$ 1,609,100	\$ 3,265,492
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES						
LIABILITIES						
Due to other funds	\$ -	\$ 353,210	\$ 103,575	\$ -	\$ 12,155	\$ 468,940
Accounts payable	-	-	-	-	475,433	475,433
Total liabilities	-	353,210	103,575	-	487,588	944,373
DEFERRED INFLOWS OF RESOURCES						
Unavailable - intergovernmental	-	420,767	-	-	-	420,767
Total deferred inflows of resources	-	420,767	-	-	-	420,767
FUND BALANCES (DEFICIT)						
Nonspendable:						
Prepaid items	-	-	-	-	62,131	62,131
Restricted for:						
Hospitality and tourism	-	-	13,663	-	-	13,663
Infrastructure improvements	-	-	-	1,032,091	-	1,032,091
Public safety	142,654	-	-	-	-	142,654
Assigned for:						
Capital projects	-	-	-	-	1,059,381	1,059,381
Unassigned	-	(409,568)	-	-	-	(409,568)
Total fund balances (deficit)	142,654	(409,568)	13,663	1,032,091	1,121,512	1,900,352
Total liabilities, deferred inflows or resources, and fund balances	\$ 142,654	\$ 364,409	\$ 117,238	\$ 1,032,091	\$ 1,609,100	\$ 3,265,492

CITY OF SOUTH FULTON, GEORGIA

**COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019**

	Special Revenue Funds			Capital Project Funds		Total Nonmajor Governmental Funds
	Confiscated Assets Fund	Multiple Grant Fund	Hotel/Motel Tax Fund	Capital Grant Fund	Capital Project Fund	
REVENUES						
Hotel/motel taxes	\$ -	\$ -	\$ 123,192	\$ -	\$ -	\$ 123,192
Intergovernmental	-	367,110	-	1,087,771	-	1,454,881
Fines and forfeitures	216,597	-	-	-	-	216,597
Total revenues	216,597	367,110	123,192	1,087,771	-	1,794,670
EXPENDITURES						
Current:						
Public safety	73,943	367,110	-	-	-	441,053
Culture and recreation	-	-	95,357	-	-	95,357
Capital outlay	-	-	-	433,824	1,415,741	1,849,565
Debt service:						
Principal	-	-	-	-	5,743	5,743
Interest	-	-	-	-	481	481
Total expenditures	73,943	367,110	95,357	433,824	1,421,965	2,392,199
Excess (deficiency) of revenues over (under) expenditures	142,654	-	27,835	653,947	(1,421,965)	(597,529)
OTHER FINANCING SOURCES (USES):						
Proceeds from financed purchases from direct borrowings	-	-	-	-	312,777	312,777
Transfers in	-	-	-	31,110	1,045,533	1,076,643
Transfers out	-	-	(65,645)	-	-	(65,645)
Total other financing sources (uses)	-	-	(65,645)	31,110	1,358,310	1,323,775
Net change in fund balances	142,654	-	(37,810)	685,057	(63,655)	726,246
FUND BALANCES (DEFICIT), beginning of fiscal year	-	(409,568)	51,473	347,034	1,185,167	1,174,106
FUND BALANCES (DEFICIT), end of fiscal year	<u>\$ 142,654</u>	<u>\$ (409,568)</u>	<u>\$ 13,663</u>	<u>\$ 1,032,091</u>	<u>\$ 1,121,512</u>	<u>\$ 1,900,352</u>

CITY OF SOUTH FULTON, GEORGIA

CONFISCATED ASSETS FUND SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL (GAAP BASIS) FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

	Budget			Variance With
	Original	Final	Actual	Final Budget
Revenues:				
Fines and forfeitures	\$ -	\$ 95,000	\$ 216,597	\$ 121,597
Total revenues	-	95,000	216,597	121,597
Expenditures:				
Public safety	-	95,000	73,943	21,057
Total expenditures	-	95,000	73,943	21,057
Net change in fund balances	-	-	142,654	100,540
Fund balances, beginning of fiscal year	-	-	-	-
Fund balances, end of fiscal year	\$ -	\$ -	\$ 142,654	\$ 100,540

CITY OF SOUTH FULTON, GEORGIA

MULTIPLE GRANT FUND SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL (GAAP BASIS) FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

	Budget			Variance With
	Original	Final	Actual	Final Budget
Revenues:				
Intergovernmental	\$ -	\$ 367,110	\$ 367,110	\$ -
Total revenues	-	367,110	367,110	-
Expenditures:				
Public safety	-	367,110	367,110	-
Total expenditures	-	367,110	367,110	-
Net change in fund balances	-	-	-	-
Fund balances (deficit), beginning of fiscal year	-	-	(409,568)	(409,568)
Fund balances (deficit), end of fiscal year	\$ -	\$ -	\$ (409,568)	\$ (409,568)

CITY OF SOUTH FULTON, GEORGIA

HOTEL/MOTEL FUND SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL (GAAP BASIS) FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

	Budget		Actual	Variance With Final Budget
	Original	Final		
Revenues:				
Hotel/motel taxes	\$ -	\$ 180,000	\$ 123,192	\$ (56,808)
Total revenues	-	180,000	123,192	(56,808)
Expenditures:				
Tourism	-	95,357	95,357	-
Total expenditures	-	95,357	95,357	-
Excess of revenues over expenditures	-	84,643	27,835	(56,808)
Other financing uses:				
Transfers out	-	(65,645)	(65,645)	-
Total other financing uses	-	(65,645)	(65,645)	-
Net change in fund balances	-	18,998	(37,810)	(56,808)
Fund balances, beginning of fiscal year	51,473	51,473	51,473	-
Fund balances, end of fiscal year	\$ 51,473	\$ 70,471	\$ 13,663	\$ (56,808)

CITY OF SOUTH FULTON, GEORGIA

SCHEDULE OF PROJECTS CONSTRUCTED WITH PROCEEDS FROM TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX (TSPLOST) FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

PROJECT	ESTIMATED COST		EXPENDITURES			PROJECT COMPLETION
	ORIGINAL	CURRENT	PRIOR	CURRENT	TOTAL	
Corridor Resurfacing	\$ 4,358,198	\$ 4,358,198	\$ -	\$ -	\$ -	0%
Subdivisions Resurfacing	9,441,915	9,441,915	-	-	-	0%
Bridges	19,567,840	19,567,840	-	-	-	0%
ATMS - Flat Shoals Road	1,000,000	1,000,000	-	-	-	0%
Quick Response Projects (2%)	969,439	969,439	-	-	-	0%
PM/CM (5.5%)	3,077,183	3,077,183	-	-	-	0%
TOTAL TSPLOST	\$ 38,414,575	\$ 38,414,575	\$ -	\$ -	\$ -	

Note: TSPLOST projects in the City of South Fulton city limits will be completed with the TSPLOST revenue collected by Fulton County and distributed monthly to the City.

AGENCY FUND

Agency funds are used to account for assets held by the City as an agent for individuals.

Municipal Court Fund – To account for the collection of cash appearance bonds by the Municipal Court.

CITY OF SOUTH FULTON, GEORGIA

STATEMENT OF CHANGES IN ASSETS AND LIABILITIES AGENCY FUND FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

	Balance September 30, 2018	Additions	Deductions	Balance September 30, 2019
MUNICIPAL COURT FUND				
Assets:				
Cash	\$ 18,513	\$ 207,288	\$ 157,503	\$ 68,298
Liabilities:				
Due to others	\$ 18,513	\$ 207,288	\$ 157,503	\$ 68,298

STATISTICAL SECTION

STATISTICAL SECTION

This part of the City of South Fulton, Georgia's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Page

Financial Trends..... 50

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity 55

These schedules contain information to help the reader assess the City's most significant local revenue source, property tax.

Debt Capacity 59

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information..... 62

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information 65

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial report.

CITY OF SOUTH FULTON, GEORGIA

NET POSITION BY COMPONENT LAST THREE FISCAL YEARS (accrual basis of accounting)

	2019	2018	2017
Governmental activities:			
Net investment in capital assets	\$ 270,736,966 ¹	\$ 13,090,650	\$ 291,584
Restricted	22,457,468 ²	-	-
Unrestricted	10,507,534	(7,935,621)	(6,155,811)
Total governmental activities net position	<u>303,701,968</u>	<u>5,155,029</u>	<u>(5,864,227)</u>
Business-type activities:			
Unrestricted	196,528 ³	-	-
Total business-type activities net position	<u>196,528</u>	<u>-</u>	<u>-</u>
Primary government:			
Net investment in capital assets	270,736,966	13,090,650	291,584
Restricted	22,457,468	-	-
Unrestricted	10,704,062	(7,935,621)	(6,155,811)
Total primary government net position	<u>\$ 303,898,496</u>	<u>\$ 5,155,029</u>	<u>\$ (5,864,227)</u>

Source: City's financial statements for the period and fiscal year 2017 and 2018, respectively, and CAFR for fiscal year 2019.

Note: Fiscal period 2017 was the City's first period of operation and consisted of five (5) months of activity.

- 1** Increase in net investment in capital assets in fiscal year 2019 is the result of the City receiving donated infrastructure capital assets from Fulton County in the amount of \$262,902,561.
- 2** Increase in restricted net position in fiscal year 2019 is due to the City receiving \$21,257,861 of intergovernmental revenue from Fulton County relating to TSPLOST.
- 3** During fiscal year 2019, the City created a Development Fund which is reported as a blended component unit - Proprietary Fund.

CITY OF SOUTH FULTON, GEORGIA

CHANGES IN NET POSITION LAST THREE FISCAL YEARS (accrual basis of accounting)

	2019	2018	2017
Expenses			
Governmental activities:			
General government	\$ 7,562,293	\$ 4,508,869	\$ 1,375,830
Judicial	849,522	622,080	10,278
Public safety	26,421,034	32,787,168	12,113,136
Public works	16,615,373	7,339,476	1,798,802
Culture and recreation	2,642,631	4,987,263	1,813,405
Housing and development	4,192,784	2,828,989	862,905
Interest on long-term debt	62,810	322,566	20,233
Total governmental activities expenses	<u>58,346,447</u>	<u>53,396,411</u>	<u>17,994,589</u>
Business-type activities:			
Development	3,472 ³	-	-
Total business-type activities expenses	<u>3,472</u>	<u>-</u>	<u>-</u>
Program revenues			
Governmental activities:			
Charges for services:			
General government	\$ 518	\$ 650	\$ 250,382
Judicial	452,019	274,348	-
Public safety	353,659	166,004	503,671
Culture and recreation	559,745	338,751	140,843
Housing and development	2,278,878	1,927,579	495,833
Operating grants and contributions	27,066,418 ²	3,630,149	-
Capital grants and contributions	262,902,562 ¹	13,029,454	157,313
Total governmental activities program revenues	<u>293,613,799</u>	<u>19,366,935</u>	<u>1,548,042</u>
Net (expense)/revenue:			
Governmental activities	235,267,352	(34,029,476)	(16,446,547)
Business-type activities	(3,472)	-	-
Total primary government net (expense) revenue	<u>\$ 235,263,880</u>	<u>\$ (34,029,476)</u>	<u>\$ (16,446,547)</u>
General Revenues and Other Changes in Net Position			
Governmental activities:			
Taxes			
Property taxes	\$ 30,265,167	\$ 14,625,008	\$ -
Title ad valorem taxes	395,350	854,804	340,407
Sales taxes	26,442,415	24,650,013	9,708,371
Franchise taxes	3,058,729	1,760,981	328,410
Business taxes	2,050,459	1,946,092	15,647
Alcoholic beverage excise taxes	262,382	301,332	113,744
Hotel motel taxes	123,192	93,044	-
Transfer taxes	638,534	277,621	-
Insurance premium taxes	8,400	4,809	-
Other taxes	7,621	2,762	75,668
Interest	1,121	232	73
Miscellaneous revenues	174,744	573,570	-
Gain on sale of capital assets	-	9,937	-
Transfers	(200,000)	-	-
Total governmental activities	<u>63,228,114</u>	<u>45,100,205</u>	<u>10,582,320</u>
Business-type activities:			
Transfers	200,000	-	-
Total business-type activities	<u>200,000</u>	<u>-</u>	<u>-</u>
Total primary government	<u>\$ 63,428,114</u>	<u>\$ 45,100,205</u>	<u>\$ 10,582,320</u>
Change in Net Position			
Governmental activities	<u>\$ 298,691,994</u>	<u>\$ 11,070,729</u>	<u>\$ (5,864,227)</u>

Source: City's financial statements for the period and fiscal year 2017 and 2018, respectively, and CAFR for fiscal year 2019.

Note: Fiscal period 2017 was the City's first period of operation, and consisted of five months of activity.

- ¹ Increase in capital grants and contributions in fiscal year 2019 is the result of the City receiving donated infrastructure capital assets from Fulton County in the amount of \$262,902,561.
- ² Increase in operating grants and contributions in fiscal year 2019 is due to the City receiving \$21,257,861 of intergovernmental revenue from Fulton County relating to TSPLOST.
- ³ During fiscal year 2019, the City created a Development Fund which is reported as a blended component unit - Proprietary Fund.

CITY OF SOUTH FULTON, GEORGIA
GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE
LAST THREE FISCAL YEARS
(accrual basis of accounting)

Fiscal Year	Property Taxes	TAVT Taxes	Sales Taxes	Franchise Taxes	Business Taxes	Hotel Motel Taxes	Other Taxes (1)	Total
2017	\$ -	\$ 340,407	\$ 9,708,371	\$ 328,410	\$ 15,647	\$ -	\$ 189,412	\$ 10,582,247
2018	14,625,008	854,804	24,650,013	1,760,981	1,946,092	93,044	586,524	44,516,466
2019	30,265,167	395,350	26,442,415	3,058,729	2,050,459	123,192	916,937	63,252,249

Source: City's financial statements for the period and fiscal year 2017 and 2018, respectively, and CAFR for fiscal year 2019.

Notes:

(1) Includes Alcoholic Beverage taxes, Transfer taxes, Insurance Premium taxes, and Other taxes.

CITY OF SOUTH FULTON, GEORGIA
FUND BALANCES OF GOVERNMENTAL FUNDS
LAST THREE FISCAL YEARS
(modified accrual basis of accounting)

	<u>2019</u>	<u>2018</u>	<u>2017</u>
General Fund			
Nonspendable - Prepaid items	\$ 1,202,681	\$ 266,617	\$ 22,720
Nonspendable - Inventory	29,354	23,289	-
Unassigned	9,374,794	(8,980,724)	(6,562,595)
Total General fund	<u>\$ 10,606,829</u>	<u>\$ (8,690,818)</u>	<u>\$ (6,539,875)</u>
All Other Governmental Funds			
Nonspendable - Prepaids	\$ 62,131	\$ 1,042,234	\$ -
Restricted - hospitality and tourism	13,663	51,473	-
Restricted - capital projects	22,289,952	-	-
Restricted - public safety	142,654	-	-
Assigned - capital projects	1,059,381	489,967	-
Unassigned	(409,568)	(409,568)	-
Total all other governmental funds	<u>\$ 23,158,213</u>	<u>\$ 1,174,106</u>	<u>\$ -</u>

Source: City's financial statements for the period and fiscal year 2017 and 2018, respectively, and CAFR for fiscal year 2019.

Note: Fiscal period 2017 was the City's first period of operation, and consisted of five months of activity.

CITY OF SOUTH FULTON, GEORGIA

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS LAST THREE FISCAL YEARS (modified accrual basis of accounting)

	2019	2018	2017
Revenues			
Taxes	\$ 63,072,251	\$ 44,575,456	\$ 10,198,183
Licenses and permits	2,209,578	1,822,564	716,326
Fines and forfeitures	668,616	278,348	33,130
Charges for services	766,625	606,420	641,273
Intergovernmental	27,153,510	3,122,290	-
Interest income	1,121	232	73
Contributions and donations	1,600	10,600	-
Miscellaneous revenues	173,144	573,570	-
Total revenues	<u>94,046,445</u>	<u>50,989,480</u>	<u>11,588,985</u>
Expenditures			
Current:			
General government	7,447,034	4,339,235	1,510,101
Judicial	838,857	612,473	10,278
Public safety	27,128,928	31,764,104	12,113,136
Public works	11,355,545	7,339,476	1,798,802
Culture and recreation	2,443,333	4,862,923	1,813,405
Housing and development	4,139,461	2,735,477	862,905
Capital outlay	1,849,565	-	-
Debt service:			
Principal	5,743	-	-
Interest	62,810	322,566	20,233
Total expenditures	<u>55,271,276</u>	<u>51,976,254</u>	<u>18,128,860</u>
Excess (deficiency) of revenues over (under) expenditures	<u>38,775,169</u>	<u>(986,774)</u>	<u>(6,539,875)</u>
Other financing sources (uses)			
Proceeds from financed purchases from direct borrowings	2,706,585	-	-
Proceeds from sale of capital assets	-	9,937	-
Transfers in	1,142,288	1,083,805	-
Transfers out	(1,342,288)	(1,083,805)	-
Total other financing sources (uses)	<u>2,506,585</u>	<u>9,937</u>	<u>-</u>
Net change in fund balances	<u>\$ 41,281,754</u>	<u>\$ (976,837)</u>	<u>\$ (6,539,875)</u>
Debt service as a percentage of noncapital expenditures	0.1%	0.6%	0.1%

Source: City's financial statements for the period and fiscal year 2017 and 2018, respectively, and CAFR for fiscal year 2019.

Note: Fiscal period 2017 was the City's first period of operation, and consisted of five months of activity.

CITY OF SOUTH FULTON, GEORGIA

ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF ALL TAXABLE PROPERTY LAST THREE CALENDAR YEARS

Tax Year	Real	Personal	Motor Vehicle	Public Utility	Total Property		Total Direct Tax Rate	Assessed Value as a % of Actual Value
					Total Taxable Assessed Value	Estimated Actual Taxable Value		
2017	\$ 1,905,777,870	\$ 960,655,460	\$ 59,199,320	\$ 144,357,012	\$ 3,069,989,662	\$ 7,674,974,155	7.149	40%
2018	2,408,502,730	765,227,830	-	143,445,632	3,317,176,192	8,292,940,480	11.579	40%
2019	2,718,707,870	497,655,930	4,376,100	149,500,033	3,370,239,933	8,425,599,833	11.579	40%

Source: GA Dept of Revenue - Tax Digest Consolidated Summary

CITY OF SOUTH FULTON, GEORGIA

PROPERTY TAX RATES - ALL OVERLAPPING GOVERNMENTS DIRECT AND OVERLAPPING GOVERNMENTS LAST THREE CALENDAR YEARS (rate per \$1,000 of assessed value)

Tax Digest Year	South Fulton			Fulton County			School District			State	Total Direct & Overlapping Rates
	Operating Millage	Debt Service	Total	Operating Millage	Debt Service Millage	Total Fulton County Millage	Operating Millage	Debt Service Millage	Total School District Millage		
2017	7.149	0.000	7.149	10.380	0.250	10.630	18.546	0.000	18.546	0.000	36.325
2018	11.579	0.000	11.579	10.200	0.230	10.430	17.796	0.000	17.796	0.000	39.805
2019	11.579	0.000	11.579	9.899	0.220	10.119	17.796	0.000	17.796	0.000	39.494

Source: GA Dept of Revenue - Property Tax Millage Rates

CITY OF SOUTH FULTON, GEORGIA

PRINCIPAL PROPERTY TAXPAYERS CURRENT YEAR AND LAST YEAR

Taxpayer	2019			2018		
	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value
COX ENTERPRISES INC	\$ 63,011,810	1	1.87%			
COCA COLA COMPANY THE	39,511,370	2	1.17%			
HOMER LEASE COMPANY INC	37,715,760	3	1.12%			
INTERFACE INC	31,222,860	4	0.93%			
UNITED NATURAL FOODS INC	29,332,400	5	0.87%			
NATIONAL DISTRIBUTING CO INC	25,508,890	6	0.76%			
INTERCONTINENTAL EXCHANGE HOLDINGS INC	19,726,050	7	0.59%			
927 HOLDINGS LLC	14,674,080	8	0.44%			
CEAI SANDTOWN VISTA LLC &	13,965,000	9	0.41%			
CSX INTERMODAL TERMINALS INC	13,518,890	10	0.40%			
K P R US LLC				\$ 52,799,830	1	1.59%
COCA COLA COMPANY THE				46,358,028	2	1.40%
GEORGIA POWER COMPANY				37,879,856	3	1.14%
COX ENTERPRISES INC				31,258,740	4	0.94%
UNITED NATURAL FOODS INC				29,481,500	5	0.89%
HOMER LEASE COMPANY INC				32,300,330	6	0.97%
NATIONAL DISTRIBUTING CO INC				25,965,190	7	0.78%
ATLANTA GAS LIGHT COMPANY				24,698,210	8	0.74%
INTERCONTINENTAL EXCHANGE HOLDINGS INC				19,642,280	9	0.59%
927 HOLDINGS LLC				19,121,920	10	0.58%
	<u>\$ 288,187,110</u>		<u>8.55%</u>	<u>\$ 319,505,884</u>		<u>9.63%</u>

CITY OF SOUTH FULTON, GEORGIA

PROPERTY TAX LEVIES AND COLLECTIONS LAST THREE FISCAL YEARS

Fiscal Year Ended Sept 30	Total Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of Levy		Collected in Subsequent Years	Total Collections to Date		Total Taxes Outstanding
		Amount	Percentage of Levy		Amount	Percentage of Levy	
2017*	\$ 14,415,354	\$ -	0.0%	\$ 14,080,578	\$ 14,080,578	97.68%	\$ 334,776
2018	28,734,768	2,534,295	8.8%	25,808,231	28,342,526	98.63%	392,242
2019	27,536,893	4,168,449	15.1%	-	4,168,449	15.14%	23,368,444

Source: City of South Fulton Finance Department

* 2017 Taxes delayed, due date 1/15/2018

CITY OF SOUTH FULTON, GEORGIA

RATIOS OF OUTSTANDING DEBT BY TYPE LAST THREE FISCAL YEARS

Fiscal Year Ended September 30,	Governmental Activities		Percentage of Personal Income (1)	Per Capita (1)
	Financed Purchases	Total		
2017	\$ -	\$ -	- %	\$ -
2018	-	-	-	-
2019	2,700,842	2,700,842	-	93.68

Source: City's financial statements for the period and fiscal year 2017 and 2018, respectively, and CAFR for fiscal year 2019.

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) See the Schedule of Demographic and Economic Statistics for personal income and population data.

CITY OF SOUTH FULTON, GEORGIA

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT as of September 30, 2019

<u>Governmental Unit</u>	<u>Debt Outstanding</u>	<u>Percentage Applicable to Government</u>	<u>Amount Applicable to Government</u>
Overlapping Debt			
Fulton County, Georgia			
Certificates of Participation	\$ 55,275,000	2.29 %	\$ 1,265,798
Economic Recovery Zone Bonds	21,291,000	2.29	487,564
Total overlapping debt	<u>76,566,000</u>		<u>1,753,361</u>
Fulton County School District	<u>55,870,000</u>	2.29 %	1,279,423
City of South Fulton, Georgia direct debt	2,700,842	100 %	2,700,842
Total direct and overlapping debt	<u><u>\$ 135,136,842</u></u>		<u><u>\$ 5,733,626</u></u>

Source: Fulton County Comprehensive Annual Financial Report 2018

Assessed value data used to estimate applicable percentages provided by the State Department of Revenue.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City. This process recognizes that, when considering the government's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and, therefore, responsible for repaying the debt, of each overlapping government.

The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of the City's taxable assessed value that is within the government's boundaries and dividing it by the City's total taxable assessed value.

CITY OF SOUTH FULTON, GEORGIA

LEGAL DEBT MARGIN INFORMATION LAST THREE FISCAL YEARS

	<u>2017</u>	<u>2018</u>	<u>2019</u>
Debt limit	\$ 767,497,416	\$ 331,717,619	\$ 337,023,993
Total net debt applicable to limit	-	-	-
Legal debt margin	<u>\$ 767,497,416</u>	<u>\$ 331,717,619</u>	<u>\$ 337,023,993</u>
Total net debt applicable to the limit as a percentage of debt limit	0.00%	0.00%	0.00%

Legal Debt Margin

Assessed value	\$ 3,370,239,933
Add back: exempt real property	-
Total assessed value	<u>3,370,239,933</u>
Debt limit (10% of total assessed value)	337,023,993
Debt applicable to limit	
General obligation bonds	-
Legal debt margin	<u><u>\$ 337,023,993</u></u>

Note: Under state finance law, the City's outstanding general obligation debt should not exceed 10 percent of total assessed property value. By law, the general obligation debt subject to the limitation may be offset by amounts set aside for repaying the general obligation bonds.

CITY OF SOUTH FULTON, GEORGIA

DEMOGRAPHIC AND ECONOMIC STATISTICS INFORMATION LAST THREE FISCAL YEARS

<u>Fiscal Year</u>	<u>Population (1)</u>	<u>Personal Income (1)</u>	<u>Per Capita Personal Income (1)</u>	<u>Median Age (1)</u>	<u>School Enrollment (2)</u>	<u>Unemployment Rate (3)</u>
2017	95,158	\$ 2,429,003,108	\$ 25,526	34.7	19,077	3.81 %
2018	97,277	2,683,483,322	27,586	36.3	18,828	3.70
2019	99,357	2,864,462,310	28,830	35.3	18,760	7.30

(1) Source: U. S. Bureau of Labor Statistics

(2) Source: Fulton County Board of Education

(3) Bureau of Labor Statistics July, 2017

Note: 2017 population, per capita, and personal income are estimates based on past regional trends.

Note: School enrollment is based on beginning of school year.

CITY OF SOUTH FULTON, GEORGIA

PRINCIPAL EMPLOYERS CURRENT YEAR AND ONE YEAR AGO

Employer	2019			2018			
	Employees (1)	Rank	Percentage of Total City Employment	Employer	Employees	Rank	Percentage of Total City Employment (1)
KROGER	233	1	5.83%				
MCDONALDS	184	2	4.61%				
HOME DEPOT	174	3	4.36%				
THE JON SMITH GROUP LLC	115	4	2.88%				
ARBOR TERRACE AT CASCADE	88	5	2.20%				
FRANKS DETAIL INC	61	6	1.53%				
STEELCASE INC	54	7	1.35%				
COMPREHENSIVE THERAPY CONSULTANTS INC	51	8	1.28%				
C H ROBINSON COMPANY INC	45	9	1.13%				
KEDPLASMA LLC	38	10	0.95%				
				THE JON SMITH GROUP LLC	115	1	2.88 %
				C H ROBINSON COMPANY INC	46	2	1.15
				PRIME COMMUNICATIONS L P	16	3	0.40
				CHESTNUT HILL ACADEMY	12	4	0.30
				MOBILE HOME IMPOUND	12	5	0.30
				MCRAES TAX & BUSINESS SERVICE	8	6	0.20
				PLB CONSTRUCTION SERVICES LLC	6	7	0.15
				AMERICAN DELI	4	8	0.10
				HENRY HOMES CONSTRUCTION & DEVELOPMENT	4	9	0.10
Totals	1,043		26.11 %	Totals	223		5.58 %

(1) Source: South Fulton Business Permit Renewals

CITY OF SOUTH FULTON, GEORGIA

FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION LAST THREE FISCAL YEARS

	2017	2018	2019
<u>Function/Program</u>			
<i>General Government</i>			
Administration	3	6	8
City Clerk	3	3	4
Finance	2	9	15
Purchasing	1	1	3
Licensing	3	3	3
Human Resources	2	3	5
Communication	1	2	5
Information Technology	2	2	9
Development Services	7	23	23
Economic Development	-	1	4
Code Enforcement	15	17	15
<i>Judicial</i>			
Municipal Court	-	5	7
<i>Health & Welfare</i>			
Leisure Services	-	-	-
<i>Housing & Development</i>			
Planning Department	-	-	-
<i>Public Safety</i>			
Police	161	161	178
Fire	173	173	178
Jail	-	-	-
E-911 Communications	-	-	-
<i>Public Works</i>			
Building & Grounds	-	-	15
Code Enforcement	-	-	-
Roads & Bridges	-	-	-
Water & Sewer	-	-	-
<i>Parks and Recreation</i>			
	80	64	77
<i>Total</i>	453	473	549

Source: City of South Fulton Human Resources Department

Notes: All full-time employees, except sworn fire and police employees, are scheduled to work 2,080 hours per year (including vacation and sick).

Fire Department employees are scheduled to work 2,750 hours per year (including sick and vacation).

Police Department employees are scheduled to work 2184 hours per year (including sick and vacation)
Headcount number is inclusive of vacant, funded positions

CITY OF SOUTH FULTON, GEORGIA

OPERATING INDICATORS BY FUNCTION LAST THREE FISCAL YEARS

Function	2017	2018	2019
General Government			
Ordinances approved			
Special events held	41	52	36
Court cases settled	-	-	-
Bond rating	-	-	-
Software applications supported	N/A	N/A	N/A
Grants managed	-	-	-
	-	2	3
Police			
Calls for Service			
Part 1 Crimes Reported	-	49,718	77,536
Traffic citation issued	-	4,789	4,032
Physical Arrest	-	426.00	5,156.00
	-	1,011	2,031
Fire			
Incident responses*			
Average response time	4,541	13,048	15,946
Fire Safety education classes	6.54	7:02	7:03
Smoke Alarm Installed	90	539	127
inspection conducted	94	207	273
	667	539	867
Public works			
Average days to repair pothole			
Traffic signaled timed	N/A	8	4
	N/A	N/A	N/A
Community Development			
New building permits issued			
Parcels annexed	N/A	2,194	2,643
	-	-	1
Culture and Recreation			
Annual program	N/A	N/A	N/A

Source: Various City and County departments.

Police, Fire, Public Works, Community Development Services, and Culture and Recreation were not part of City of South Fulton for FY2017.

*Total Emergency Call Volume 6487. South Fulton 4541 and FID 1946 (estimated)

CITY OF SOUTH FULTON, GEORGIA

CAPITAL ASSET STATISTICS BY FUNCTION LAST THREE FISCAL YEARS

Function/Program	2017	2018	2019
Police			
Police Stations	-	3	4
Patrol units and support vehicles	-	113	139
Police motorcycles	-	8	8
Segway	-	2	2
Fire(Services transferred om 2018)			
Fire Stations	-	9	9
Ladder units - front line	2	2	2
Ladder units - reserved	1	-	1
Engines - front line	10	9	9
Engines - reserved	2	1	2
Public Works			
Streets paved - (miles)	Not available	Not available	Not available
Streets Unpaved - (miles)	Not available	Not available	Not available
General Government			
Land (acres)			
Buildings			
Owned	-	27	27
Leased	-	5	5
Machinery & Equipment			
Owned	-	-	-
Leased	-	-	-
Vehicles			
Owned	-	249	249
Leased	-	10	26
Parks - active and passive			
Park acreage (exluding Tom Lowe)	693	693	720
Greenway and walking trails (miles)*	2	2	2
Adaptive athletic fields	7	7	7
Athletic fields	29	29	29
Equestrian facilities	-	-	-
Hockey rinks	-	-	-
Swimming pools**	2	2	2
Tennis courts	47	47	47
Recreation buildings	9	9	10
Playgrounds/ADA	14/1	14/1	14/1
Picnic shelters/restrooms	20	20	20
Concession Stands/Offices	5	5	5
Restrooms (outdoor)	22	22	22
Basketball Courts (outdoor)	5	5	5
Gymnasiums	3	3	3

Notes:

*Outdoor walking trails are at Sandtown, Trammell Crow, Wilkerson Mill, Cedar Grove, and Creel Parks. There is one indoor walking track at Welcome All Park. Estimated total miles are 2 for all trails/tracks.

**Total swimming pools to include one (1) lap pool (25 yards with 7 lanes, shallow end 4 ft., middle 5 ft., deep end 12 ft.) and one (1) splash pool (30 ft. x 30 ft. and 3 ft in depth)

***43 hard surface courts and 4 clay courts

Source: Various City Departments

COMPLIANCE SECTION

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

**The Honorable Mayor and Members
of the City Council of the
City of South Fulton, Georgia**

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of South Fulton, Georgia (the "City") as of and for the fiscal year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 26, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as described in the accompanying schedule of findings and responses, we did identify certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency described in the accompanying schedule of findings and responses as item 2019-001 to be a material weakness.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency described in the accompanying schedule of findings and responses as item 2019-002 to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City's Responses to the Findings

The City's responses to the findings identified in our audit are described in the accompanying schedule of findings and responses. The City's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Mauldin & Jenkins, LLC

Atlanta, Georgia
March 26, 2020

CITY OF SOUTH FULTON, GEORGIA
SCHEDULE OF FINDINGS AND RESPONSES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

SECTION I
SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:

Unmodified

Internal control over financial reporting:

Material weakness(es) identified?

☒ yes ☐ no

Significant deficiency(ies) identified?

☒ yes ☐ none reported

Noncompliance material to financial statements noted?

☐ yes ☒ no

Federal Awards

There was not an audit of major federal awards programs for the fiscal year ended September 30, 2019 due to the City not expending \$750,000 or more in federal awards.

CITY OF SOUTH FULTON, GEORGIA
SCHEDULE OF FINDINGS AND RESPONSES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

SECTION II
FINANCIAL STATEMENT FINDINGS AND RESPONSES

2019-001 Capital Asset Reporting

Criteria: Internal Controls should be in place to ensure that all capital asset amounts reported within the financial statements are accurate, in accordance with generally accepted accounting principles, and represent assets that are owned by the City.

Condition: Internal controls did not prevent or detect material misstatement in the reporting of the City's capital assets.

Context/Cause: During our testing of capital asset balances, we noted the City did not have any infrastructure additions on its capital asset listing. In the prior fiscal year, we noted per the City's intergovernmental agreement with Fulton County that the County would maintain all infrastructure assets within the City until November 2018. Upon our initial examination of the City's capital asset listing, no infrastructure assets had been included as of September 30, 2019.

Effects/Possible Effects: The City's capital asset activity required a material adjustment of \$262,902,562 to record the infrastructure assets taken over from the County along with \$5,258,051 of current fiscal year depreciation expense for those assets in order to properly report the capital assets of the City as of September 30, 2019.

Recommendation: We recommend the City carefully review intergovernmental agreements and other arrangements along with its capital asset detail and related items (including depreciation expense) to ensure that all capital assets and components thereof, are properly recorded and depreciated during the fiscal year and at fiscal year-end in accordance with generally accepted accounting principles.

Auditee's Response: Management concurs with the finding. The Finance Department will continue to strengthen controls and ensure that all capital assets and components thereof, are properly recorded and depreciated during the fiscal year and at fiscal year-end in accordance with generally accepted accounting principles.

CITY OF SOUTH FULTON, GEORGIA
SCHEDULE OF FINDINGS AND RESPONSES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

SECTION II
FINANCIAL STATEMENT FINDINGS AND RESPONSES (CONTINUED)

2019-002 Intergovernmental Balances

Criteria: Internal Controls should be in place to ensure that all balance sheet accounts reported within the financial statements are accurate, in accordance with generally accepted accounting principles.

Condition: Internal controls did not prevent or detect misstatement in the reporting of the City's intergovernmental receivable.

Context/Cause: During our review of the City's balance sheet accounts, we noted an intergovernmental receivable in the amount of \$335,949 being reported by the City. Upon further discussion with management, there were no intergovernmental receivable or payable balances remaining between Fulton County and the City at September 30, 2019. The balance in this account consisted of public works expenditures within the General Fund.

Effects/Possible Effects: An adjustment of \$335,949 was needed within the General Fund to move the balance reported as receivables to public works expenditures at September 30, 2019.

Recommendation: We recommend the City carefully review all balance sheet accounts to ensure that all accounts are properly reported at fiscal year-end in accordance with generally accepted accounting principles.

Auditee's Response: Management concurs with the finding. As this is related to Fulton County and City of South Fulton IGA that stipulated that the County would maintain control of City of South Fulton revenue, and reduce that revenue by associated City of South Fulton IGA expenditures, and because the reconciliation of this activity was completed by the County, the City's Finance department was unable to verify amounts received on its behalf until they were communicated by the County during the following quarter reconciliation with County during transition period. The Finance Department will continue to strengthen controls and ensure that all balance sheet accounts are properly recorded at fiscal year-end in accordance with generally accepted accounting principles.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Council Work Session and Regular Meeting Minutes - April 28, 2020

DATE: May 26, 2020

SUBJECT: Council Approval of Council Work Session and Regular Meeting Minutes - April 28, 2020

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Draft Minutes April 28_Work Session and Regular Meeting	Cover Memo	5/20/2020

CITY OF SOUTH FULTON, GEORGIA

VIRTUAL

Tuesday, April 28, 2020, 10:00 AM



COUNCIL WORK SESSION MEETING MINUTES

I. Call to Order

Minutes:

The meeting was called to order by Mayor William Edwards at 10:00 AM.

The meeting is being conducted under special emergency circumstances due to the COVID-19 (also known as the Coronavirus) pandemic. City Council members and staff are participating via conference call (Zoom). The meeting is being simulcast in real-time via the City's YouTube channel.

II. Roll Call

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

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

III. Agenda Items

- 1. Council Discussion on Resolution for Elected Officials Vehicle Usage Policy (CM Willis)**

Minutes:

The Council discussed the specifics of the Resolution and addressed questions and concerns.

Councilmember Willis requested that the Resolution be added to the next Council agenda.

2. Council Discussion on Zoning Rewrite Update (CDRA)

Minutes:

Shayla Reed, CDRA Director shared the timeline for the Zoning Ordinance Rewrite as follows:

May 12, 2020 Virtual Public Open House

May 20, 2020 Virtual Planning Commission Meeting

June 2, 2020 Virtual City Council Meeting (1st Read)

June 11, 2020 Virtual City Council Meeting (2nd Read)

Director Reed addressed Councilmembers' questions.

3. Council Discussion on 2020 Departmental Goals and Strategic Planning Update (City Manager)

Minutes:

City Manager, Mr. Donald, discussed the 2020 Departmental Goals and Strategic Planning Update and addressed Councilmembers' questions.

IV. 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

Motion (Recess): Councilmember Gumbs

Second: Councilmember Willis

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to recess into Executive Session at 10:51am for Real Estate, Litigation and Personnel.

The motion was approved unanimously.

Motion (Reconvene): Councilmember Willis

Second: Councilmember Rowell
[Motion Approved]

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

Minutes:

A motion was made to close Executive Session and reconvene the work session meeting at 12:13 PM.

The motion was approved unanimously.

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

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

Minutes:

A motion was made to authorize payment of litigation fees for Councilmember khalid.

The motion was approved 6-0-1. Councilmember khalid abstained.

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

Yea: 5 Gilyard, Gumbs, Reeves, Rowell, Willis
Nay: 1 Baker
Abstain: 1 khalid
Not Voting: 0

Minutes:

A motion was made to approve and ratify the Seller's Agreement provided to the City Clerk made in Case #2019CV318747, previously pending before the Fulton County Superior Court.

The motion was approved 5-1-1. Councilmember Baker voted in opposition and Councilmember khalid abstained.

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

Yea: 5 Baker, Gilyard, Gumbs, khalid , Reeves
Nay: 1 Willis
Abstain: 1 Rowell
Not Voting: 0

Minutes:

A motion was made to approve the revised IGA with the South Fulton Development Authority regarding the Old National Park Property Redevelopment Project.

The motion was approved 5-1-1. Councilmember Willis voted in opposition and Councilmember Rowell abstained.

V. Adjournment of Meeting

Motion (Adjourn): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

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

Minutes:

A motion was made to adjourn the work session meeting at 12:30 PM.

The motion was approved unanimously.



DIVIDER SHEET

CITY OF SOUTH FULTON, GEORGIA

VIRTUAL

Tuesday, April 28, 2020, 12:00 PM



REGULAR MEETING MINUTES

I. Meeting Called to Order

Minutes:

The meeting was called to order by Mayor William Edwards at 12:31 PM.

The meeting is being conducted under special emergency circumstances due to the COVID-19 (also known as the Coronavirus) pandemic. City Council members and staff are participating via conference call (Zoom). The meeting is being simulcast in real-time via the City's YouTube channel.

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

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

II. Invocation

Minutes:

The invocation was rendered by Pastor Henry.

III. Pledge of Allegiance

Minutes:

The pledge of allegiance was recited in unison.

IV. Adoption of Council Agenda

Motion (Approve as Amended): Councilmember Rowell

Second: Councilmember Willis

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the Regular Meeting agenda, with a revision by Councilmember Gumbs adding co-sponsors, Councilmember Rowell and Councilmember Willis to the Film Ordinance.

The motion was approved unanimously.

V. Approval of City Council Meeting Minutes

1. Council Approval of City Council Work Session Meeting Minutes from March 17, 2020 (City Clerk)

Motion (Approve): Councilmember Willis

Second: Councilmember Reeves

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the City Council Work Session Meeting Minutes from March 17, 2020.

The motion was approved unanimously.

2. Council Approval of City Council Regular Meeting Minutes from March 17, 2020 (City Clerk)

Motion (Approve): Councilmember Willis

Second: Councilmember Reeves

[Motion Approved]

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

Nay: 0
Abstain: 0
Not Voting: 0

Minutes:

A motion was made to approve the City Council Regular Meeting Minutes from March 17, 2020.

The motion was approved unanimously.

3. Council Approval of City Council Special Called Meeting Minutes of April 2, 2020 (City Clerk)

Motion (Approve): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

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

Minutes:

A motion was made to approve the City Council Special Called Meeting Minutes from April 2, 2020.

The motion was approved unanimously.

4. Council Approval of City Council Special Called Meeting Minutes of April 13, 2020 (City Clerk)

Motion (Approve): Councilmember Willis

Second: Councilmember Gilyard

[Motion Approved]

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

Minutes:

A motion was made to approve the City Council Special Called Meeting Minutes from April 13, 2020.

The motion was approved unanimously.

VI. Public Comments

Minutes:

Ms. Kellee Ross (District 6): Cellular Towers

Ms. Rosa L. Robinson (District 6): Safety of Pedestrian Intersections at Old National Hwy and Flat Shoals

Ms. Andrea Be (District 6): Condemning Blighted/Burned Out Properties

Mr. Joseph Stalls (District 3): Airbnb Rental Policies/Roosevelt Hwy Train Logs

VII. Council Comments

Minutes:

Councilmember Willis announced on April 30, 2020 at Welcome All Park a food distribution will be conducted from 11 AM- 1 PM. The Atlanta Food Bank donated 13,000 pounds of food for City of South Fulton residents.

Mayor William Edwards announced the Atlanta Food Bank also delivered 1,356 perishable meals today and encouraged Councilmembers to distribute the food to the community.

VIII. Chief Financial Officer's Monthly Report

5. Council Review of March 2020 Financial Report and Fiscal Projections (Finance)

Minutes:

REPORT PRESENTED.

IX. City Manager's Monthly Report

6. Council Review of City Manager's Report and Current and Future Proposed Activities related to COVID-19

Minutes:

REPORT PRESENTED.

X. City Attorney's Monthly Report

Minutes:

NO REPORT.

XI. Consent Agenda Items

7. Council Approval to Purchase 66 Pocket Jet Electronic Citation Printers and supporting hardware in an amount not to exceed \$50,000 (Police)

Motion (Approve): Councilmember Rowell

Second: Councilmember Willis

[Motion Approved]

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

Minutes:

A motion was made to approve the purchase of 66 Pocket Jet Electronic Citation Printers and supporting hardware in an amount not to exceed \$50,000.

The motion was approved unanimously.

XII. Previous Agenda Items

8. Council Approval of 2nd Reading and Adoption of Amending Film Ordinance (CM Gumbs)

Motion (Approve as Amended): Councilmember Gumbs

Second: Councilmember Rowell

[Motion Approved]

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

Minutes:

A motion was made to approve the Film Ordinance for the City of South Fulton Amending Title 17 Chapter 10 Media Production and Permits.

Councilmember Gumbs requested to add two co-sponsors Councilmember Rowell and Willis to the Ordinance.

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

9. Council 2nd Reading and Adoption of Amending Litter Control Ordinance (CMs Gumbs and Gilyard)

Motion (Approve): Councilmember Gumbs

Second: Councilmember Gilyard

[Motion Approved]

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

Minutes:

A motion was made to approve the Adoption of the Amended Litter Control Ordinance.

The motion was approved unanimously.

10. Council Approval of 2nd Reading and Adoption of Amending Procurement Ordinance Enhancing Operational Efficiency (**CMs Rowell, Gumbs and Reeves**)

Motion (Previous Question): Councilmember Willis

Second: Councilmember Rowell

[Motion Approved]

Yea: 4 Gumbs, Reeves, Rowell, Willis

Nay: 3 Baker, Gilyard, khalid

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to call the previous question.

The motion was approved 4-3. Councilmembers Baker, khalid and Gilyard voted in opposition.

Motion (Approve): Councilmember Rowell

Second: Councilmember Reeves

[Motion Approved]

Yea: 4 Gumbs, Reeves, Rowell, Willis

Nay: 3 Baker, Gilyard, khalid

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the Adoption of the Amended Procurement Ordinance Enhancing Operational Efficiency.

The motion was approved 4-3. Councilmembers Baker, khalid and Gilyard voted in opposition.

11. Council Approval of Resolution Implementing a Hazard Pay Program for High Risk Essential City Employees as a result of COVID19 (Gladiators Benefit Program)

Motion (Approve): Councilmember Willis

Second: Councilmember Rowell

[Motion Approved]

Yea: 5 Gilyard, Gumbs, Reeves, Rowell, Willis

Nay: 1 Baker

Abstain: 1 khalid

Not Voting: 0

Minutes:

A motion was made to approve Resolution Implementing a Hazard Pay Program for High Risk Essential City Employees as a result of COVID19 (Gladiators Benefit Program)

The motion was approved 5-1-1. Councilmember Baker voted in opposition and Councilmember khalid abstained.

12. Council Approval of 1st Reading of a Welcoming City Ordinance which welcomes all races to the City of South Fulton **(CMs Gumbs and Gilyard)**

Minutes:

FIRST READ.

XIII. Agenda Items

13. Council Approval of 1st Reading of Amending Procurement Ordinance Enhancing Accounting Protocols **(CM Gilyard)**

Minutes:

FIRST READ.

14. Council Approval of Resolution Encouraging Just Rent Mortgages **(CM khalid)**

Motion (Approve as Amended): Councilmember khalid

Second: Councilmember Reeves

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the Resolution Encouraging Just Rent Mortgages with the following revisions: add Councilmember Reeves as a co-sponsor, amend Line 74 striking the word "Athenian" and replace with "resident of the City of South Fulton", and strike letter E in Section 1 in its entirety.

The motion was approved unanimously.

XIV. Executive Session

Minutes:

No Executive Session Conducted.

XV. Adjournment of Meeting

Motion (Adjourn): Councilmember Willis

Second: Councilmember Gilyard

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to adjourn the Regular Meeting at 2:16 PM.

The motion was approved unanimously.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Special Called Meeting Minutes_May 14, 2020

DATE: May 26, 2020

SUBJECT: Council Approval of Special Called Meeting Minutes_May 14, 2020

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Draft Minutes May 14 Special Called Meeting	Cover Memo	5/20/2020



SPECIAL CALLED MEETING MINUTES

1. Meeting Called to Order

Minutes:

The special meeting was called to order by Mayor William Edwards at 3:01 PM.

The meeting is being conducted under special emergency circumstances due to the COVID-19 (also known as the Coronavirus) pandemic. City Council members and staff are participating via conference call (Zoom). The meeting is being simulcast in real-time via the City's YouTube channel.

2. Roll Call

Minutes:

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

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

3. Agenda Items

- 1. Council Approval to Apply for 2020 GA Smart Communities Challenge Grant and Commit the needed 20% Required Fund Match of \$25,000 (Public Works)**

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

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

Minutes:

A motion was made to approve the application for the 2020 GA Smart Communities Challenge Grant and commit the needed 20% required Fund Match of \$25,000.

The motion was approved unanimously.

2. Council Approval to Apply for the Roadside Enhancement and Beautification Council (REBC) Grant and commit funds in the amount of \$47,400 to be used from URA #1 "Cascade Road" (Public Works)

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

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

Minutes:

A motion was made to approve the application for the Roadside Enhancement and Beautification Council Grant and commit funds in the amount of \$47,000 to be used from URA #1.

The motion was approved unanimously.

3. Council Approval Apply for the 2019 AFG Fire Prevention and Safety Grant and commit the needed 5% Required Match of \$7,102 (Fire)

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

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

Minutes:

A motion was made to approve the application for the 2019 AFG Fire Prevention and

Safety Grant and commit the needed 5% required match of \$7,102.

The motion was approved unanimously.

4. Council Approval to Apply for Assistance to Firefighters Grant COVID19 and commit the needed 10% Required Fund Match of \$2,614 (Fire)

Motion (Approve): Councilmember Willis

Second: Councilmember Gilyard

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the application for Assistance to Firefighters Grant COVID-19 and commit the needed 10% required Fund Match of \$2,614.

The motion was approved unanimously.

5. Council Discussion and Approval of FY20 Meeting Dates

Wednesday, June 10, 2020*

Tuesday, June 23, 2020

Tuesday, July 14, 2020

Tuesday, July 28, 2020

Wednesday, August 12, 2020*

Tuesday, August 25, 2020

Tuesday, September 8, 2020

Tuesday, September 22, 2020

Additional meetings/conferences/holidays taking place during June - September 2020

Tuesday, June 2, 2020-Special Called Meeting - Zoning Ordinance

Review

*Tuesday, June 9, 2020 - GA Primary Election Day

Thursday, June 11, 2020 - Special Called Meeting - Adoption of Zoning

Ordinance

Monday, June 29 - Thurs, July 2, 2020 - GMA Virtual Conference

Friday, July 4, 2020 - Observance of Fourth of July

*Tuesday, August 11, 2020 - Primary Election Runoff

Monday, September 7, 2020 - Observance of Labor Day

Motion (Approve): Councilmember Willis

Second: Councilmember Rowell

[Motion Approved]

Yea: 4 Gilyard, Gumbs, Rowell, Willis
Nay: 3 Baker, khalid , Reeves
Abstain: 0
Not Voting: 0

Minutes:

A motion was made to conduct Council Work Sessions only on the second Tuesday of each month from 4:00 PM - 7:00 PM lasting through September 2020.

(With the exception of June 9, 2020 and August 11, 2020 due to Georgia State Primary Elections. Council Work Sessions will be held on June 10, 2020 and August 12, 2020 as prescribed above.)

The motion was approved 4-3. Councilmembers khalid, Reeves and Baker voted in opposition.

Motion (Approve): Councilmember khalid
Second: Councilmember Reeves
[Motion Approved]

Yea: 4 Baker, khalid , Reeves, Rowell
Nay: 3 Gilyard, Gumbs, Willis
Abstain: 0
Not Voting: 0

Minutes:

A motion was made to designate the second meeting in June 2020 (fourth Tuesday) for Council Regular Meeting beginning at 10:00 AM lasting through September 2020.

The motion was approved 4-3. Councilmembers Gilyard, Willis and Gumbs voted in opposition.

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

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

Minutes:

A motion was made to begin the May 26, 2020 Council Meetings at 10:00 AM.

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

4. Adjournment of Meeting

Motion (Adjourn): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to adjourn the Special Called Meeting at 3:50 PM.

The motion was approved unanimously.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Chief Financial Officer's April 2020 Financial Report

DATE: May 26, 2020

SUBJECT: Chief Financial Officer's April 2020 Financial Report

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: City Manager's April 2020 Report and City's Reopening Plan

DATE: May 26, 2020

SUBJECT: City Manager's April 2020 Report and City's Reopening Plan

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: City Attorney's Quarterly Legal Update

DATE: May 26, 2020

SUBJECT: City Attorney's Quarterly Legal Update

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of revised Citywide Fee Schedule

DATE: May 26, 2020

SUBJECT: Council Approval of revised Citywide Fee Schedule

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Proposed Citywide Fee Schedule	Cover Memo	5/18/2020

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager


WILLIAM “BILL” EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Honorable Mayor William “Bill” Edwards & City Council Members

FROM: Odie Donald II 
City Manager

DATE: May 7, 2020

SUBJECT: **Proposed Changes to the Citywide Fee Schedule**

Mayor and Council approved the Citywide Fee Schedule on October 8, 2019. Since the initial approval, staff has identified additional fees that are needed within the Fee Schedule. Below is an overview of the proposed fee schedule changes by department.

Community Development & Regulatory Affairs

The adopted Fee Schedule excludes details regarding calculation of Land Disturbance Permit and Inspection Fees. The omitted details resulted in lower than appropriate fee totals. The proposed, revised fee schedule includes the correct details for how to determine Land Disturbance Permit Fees based upon a valuation of inspected improvements and will result in appropriate fee totals.

Destination South Fulton

The Fee Schedule addition for Destination South Fulton represents the establishment of user fees related to CollabSouth facilities. Fees are based on area comparability and other like facilities in the area.

Merk Miles Transfer Station Fee Schedule

Public Works requested to update the Merk Miles Transfer Station section of the Fee Schedule to reflect pricing approved by Council on February 11, 2020. The approved changes reflect resident and non-resident pricing for the disposal of household trash, MSW, C&D, yard waste and paint.

Police Department

Alcohol License Fees were separated from Police Service fees. Alcohol License Fees were corrected to mirror fees adopted on September 24, 2019 and a correction made to the applications which are \$300.00 for new applications and \$150.00 for all other special event, etc. alcohol related applications.

The Police Department fee changes were consolidated into one general work permit fee that would be applied across the board regardless of the type of work permit and to streamline all fees. Additionally, charges no longer required by state were removed.

Should you need further information regarding this correspondence, please contact Melanie Winfield at melanie.winfield@cityofsouthfultonga.gov.



CITYWIDE FEE SCHEDULE

This fee schedule was approved by Council on October 8, 2019.

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BUSINESS OCCUPATIONAL TAX FEE SCHEDULE	
	Fee Amount
Administrative Fee (includes \$75.00 Fire Inspection Fee)	\$170.00
Fee per employee	\$13.00
Gross Revenue:	
Up to \$20,000	\$50.00
In excess of \$20,000	Fee class table based on profitability. The fee class table ranges from \$.50 to \$2.20 per thousand dollars of gross revenue based on the Standard Industrial Classification (SIC Code of the business)
Miscellaneous:	
Certificate Renewals	Calculated tax fee based on number of employees and projected taxable gross receipts.
Depository Financial Institutions – Annual business license tax	.25% of gross receipts (\$1,000.00 minimum)
Hotel/Motel Excise Tax (first 30 days of occupancy)	8%
Professional Practitioners: Applies to law, medicine, osteopathy, chiropractic, podiatry, dentistry, optometry, applied psychology, veterinary, landscape architect, architecture, land surveying, massage therapy, physiotherapy, public accounting, embalming, funeral directing, civil engineering, mechanical engineering, electrical engineering, architecture, marriage and family therapists, social workers, professional counselors	Occupation tax based on gross receipts or \$400.00 per year. Renewal fee is \$400.00 for each professional employee or pay a calculated tax fee based on number of employees and projected taxable gross receipts.
Failure to display occupational tax certificate	\$100.00

COMMUNITY DEVELOPMENT & REGULATORY AFFAIRS FEE SCHEDULE	
	Fee Amount
Administrative Fees:	
Processing Fee Note: All permits, changes to permits and reissuance of permit card will be charged this fee	\$25.00
Zoning Compliance Review Fee <i>Note: Fee applies to all items which require zoning review</i>	
Administrative Permits, Fence Permits and Sign Permits	\$25.00
Administrative Permits, Land Disturbance Permits and all other items that require zoning review	\$45.00
Administrative Permits:	
Administrative Permit	\$50.00
Per day fee (if applicable)	\$10.00
Concept Plans:	
Commercial	\$350.00 + \$5.00 per acre
Residential	\$350.00 + \$5.00 per lot
Plats:	
Final Plat	\$500.00 + \$5.00 per lot
Minor Subdivision	\$350.00 + \$5.00 per lot
Land Disturbance Permit (LDP):	
Commercial	\$400.00 + \$50.00 per acre
Residential	\$400.00 + \$50.00 per lot
Land Development Valuation Items: Valuation	
Base and Paving	\$25.00/Linear Foot
Commercial Driveway	\$0.75/Square Feet
Curb and Gutter	\$6.50/Linear Foot
Road Vertical and Section	\$16.00/Linear Foot
Sidewalk	\$2.00/Square Feet
Storm Drainage	\$20.00/Linear Foot
Erosion Control Inspections: Inspector Fee	
Residential	\$200.00 per lot
All Other	\$700.00 per acre
Land Development Inspection Permit Fee:	
Valuation Amount	Inspection Permit Fee Amount
\$1 - 5,000.00	\$300.00
\$5,000.01 - 20,000.00	\$300.00 for the first \$5,000 and \$150 for each additional \$1,000.00 or fraction thereof
\$20,000.01 - \$100,000.00	\$2,550 for the first \$20,000 and \$100 for each additional \$1,000.00 or fraction thereof

\$100,000.01 - \$250,000.00	\$10,550 for the first \$100,000 and \$50 for each additional \$1,000.00 or fraction thereof
\$250,000.01 - \$500,000.00	\$18,050 for the first \$250,000 and \$25 for each additional \$1,000.00 or fraction thereof
\$500,000.01 - \$1,00,000.00	\$24,300 or the first \$500,000 and \$15 for each additional \$1,000.00 or fraction thereof
Greater than \$1,00,000.00	\$31,800 or the first \$1,000,000 and \$10 for each additional \$1,000.00 or fraction thereof
Arborist Inspection	\$350.00 x 3% (\$60 min.)
NPDES Inspection	\$40.00 per acre
LDP Reactivation:	
Submittal Fee	\$350.00
New Permit Card	\$125.00
Miscellaneous Fees:	
Certificate Fee (Zoning, Land Use, Etc.)	\$50.00 per parcel
Timber Harvest Permit	\$100.00 + \$10.00 per acre
Planning & Zoning Fees:	
Rezoning AG-1, R-1, R-2, R-2A, R-3, R-3A, R-4, R-4A, R-5, R-5A	
Below 5 Acres	\$500.00
5-10 Acres	\$1,000.00
10-20 Acres	\$1,500.00
20-100 Acres	\$2,000.00
100+ Acres	\$2,500.00 + \$40.00 per acre of 100 acres (\$10,000.00 maximum)
Rezoning Fees:	
R-6, TR, A, A-L, O-I, C-1, C-2, M-1, M-1A, M-2, SH	
Below 5 Acres	\$1,500.00
5-10 Acres	\$2,000.00
10-20 Acres	\$3,000.00
20-100 Acres	\$3,000.00
100+ Acres	\$3,000.00 + \$50.00 per acre over 100 acres (\$10,000.00 maximum)
Re-zoning to CUP, MNP, NUP	\$2,000.00 + \$50.00 per acre of 100 acres (\$10,000.00 maximum)
Rezoning to MIX	\$1,000.00 + \$50.00 per acre of 100 acres, (\$10,000.00 maximum)
Use Permits:	
Mobile Home	\$250.00
All Other	\$400.00

Variance Fees:	
Single-Family, 1 st Request	\$250.00
Single-Family, Additional Request	\$50.00
Multi-Family, AG-1 and Nonresidential, 1 st Request	\$350.00
Multi-Family, AG-1 and Nonresidential, Additional Request	\$100.00
Signs, 1 st Request	\$350.00
Signs, Additional Request	\$100.00
Zoning Extension Fees:	
Zoning or Zoning w/ Use Permit	\$750.00
Stand-Alone Use Permit	\$500.00
Single-Family & AG-1 Uses as Single-Family Variance	\$250.00
Nonresidential, 2 Family and Multi-Family Variance	\$350.00
Zoning Modification Fees:	
1 st Request	\$300.00
Additional Modification Request w/ Same Petition	\$100.00
Miscellaneous Fees:	
Revision – Modification	\$100.00
Revision – Variance	\$100.00
Revision - Zoning or Use Permit	\$100.00
Annexation Request	\$300.00
Administrative Permits:	
Temp Outdoor Sales	\$200.00
Yard Sale Permit	\$10.00
Per day Fee	\$45.00
BUILDING FEES	
Building Valuation per Square Foot:	
Apartments	\$110.00
Auction Room, Dance Center, Exhibition Room, Courtrooms, Public Buildings, Stadiums and Auditoriums	\$127.00
Banks	\$133.00
Bowling Alleys	\$127.00
Church	\$164.00
Deck (wood)	\$30.00
Dwelling	\$120.00
Enclosed Patio, Sunroom, Screen Room	\$35.00
Fire Station, Police Station	\$133.00
Homes for the Elderly	\$140.00
Hospital	\$270.00
Hotel or Motel	\$141.00
Industrial Plants	\$103.00

Jails	\$159.00
Libraries	\$127.00
Offices, Medical Office	\$133.00
Patio Cover or Balcony	\$25.00
Private Garages	\$60.00
Pools	\$40.00
Public Garages	\$91.00
Restaurant, Drink Establishments	\$141.00
Retaining Wall 8' or Less	\$20.00
Retaining Wall Greater than 8'	\$30.00
Schools	\$147.00
Service/Gas Station	\$94.00
Shed, Storage Building (residential)	\$25.00
Stores/ Shopping Centers	\$124.00
Warehouse, Mini-Storage, Maintenance Buildings	\$60.00
Building Only	50% of Valuation
Mechanical Only	25% of Valuation
Plumbing Only	25% of Valuation
Electrical Only	25% of Valuation
Building Valuation:	
\$0-\$15,000.00	\$200.00
\$15,000.01-\$50,000.00	\$200.00 plus \$12.25 for each additional \$1,000.00 over \$15,000.00
\$50,000.01-\$100,000.00	\$628.75 plus \$7.75 for each additional \$1,000.00 over \$50,000.00
\$100,000.01-\$500,000.00	\$1,016.75 plus \$6.00 for each additional \$1,000.00 over \$100,000.00
\$500,000.01-\$1,000,000.00	\$3,416.00 plus \$4.50 for each additional \$1,000.00 over \$500,000.00
Greater than \$1,000,000.00	\$5,666.00 plus \$3.50 for each additional \$1,000.00 over \$1,000,000.00
TRADE PERMIT (NOT PART OF BUILDING PERMIT)	
Contractor State Cost:	
\$0-\$15,000.00	\$75.00
\$15,000.01-\$50,000.00	\$200.00 plus \$12.25 for each additional \$1,000.00 over \$15,000.00
\$50,000.01-\$100,000.00	\$628.75 plus \$7.75 for each additional \$1,000.00 over \$50,000.00

\$100,000.01-\$500,000.00	\$1,016.75 plus \$6.00 for each additional \$1,000.00 over \$100,000.00
\$500,000.01-\$1,000,000.00	\$3,416.00 plus \$4.50 for each additional \$1,000.00 over \$500,000.00
Greater than \$1,000,000.00	\$5,666.00 plus \$3.50 for each additional \$1,000 over \$1,000,000.00
Building Plan Review Fee (non-one family dwellings only)	50% of building permit fee
Certificate of Occupancy:	
Final	\$50.00
Temp 30-day and each 30-day extension	\$200.00
Demo Permit:	
Permit (part of building permit)	\$75.00
Permit (separate from building permit)	\$100.00
Fence Permits:	
Residential	\$50.00
Commercial	\$75.00
Sign Permit Fees:	
Banner/Temp Sign	\$50.00
Penalty for Signs Posted w/o Permit	100% of permit fee
Sign Valuation Calculator (valuation per square foot)	
Valuation Table	
Wall Mounted	\$50.00
Free Standing	\$100.00
Sign Fee Based on Valuation	
\$1.00 - \$500.00	\$23.50
\$501.00 - \$2,000.00	\$23.50 for the first \$500.00 plus \$3.50 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 - \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 - \$50,000.000	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 - \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00

\$100,001.00 - \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 - \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof
Food Truck Permit	\$100.00
Miscellaneous Fees:	
GIS Monument	\$1,050.00
Penalty for Working without a Permit	100% of permit fee
Permit Card Replacement	\$25.00
Building Re-Inspection Fee	\$70.00
Subscription to Weekly Building Permit Report	\$4.00 per month
Chattahoochee River Corridor Certificate	\$500.00
Road Name Change Request Case	\$500.00
Traffic Plan Review (Signals, signs, markings etc.)	\$150.00 per hour
Temp Power	\$50.00
Re-Permit	\$150.00
Residential Plan Review	\$150.00
Re-submittal	\$200.00
Short-Term Rentals:	
Short-Term Rental Application Fee (non-refundable)	\$200.00
Short-Term Rental Annual Fee	\$200.00
Short-Term Rental First Violation Fee	\$500.00 (12-month period)
Short-Term Rental Second Violation Fee	\$700.00 (12-month period)
Short-Term Rental Third and Subsequent Violation Fee	\$1,000.00 (12-month period)

FILMING FEE SCHEDULE	
	Fee Amount
Film Permit Inspection and Site Plan	\$75.00
Filming: >20 days prior	\$150.00
Filming: 10-19 day prior	\$225.00
Filming: 5-9 days prior	\$300.00
Filming: Expedited	\$525.00

Additional "Disturb the Peace" Fee <i>Note: Including but not limited to filming that includes loud/abrupt sounds such as loud voices, music, etc.</i>	\$500.00
Road Closure Fee	\$300.00
Use of City Equipment	Varies
Security Deposit (refundable)	\$5,000.00
Use of City Property (Facilities/Buildings/Grounds/Fields)	\$1,000.00 per facility
Violations	Up to \$1,000.00 per violation

FIRE RESCUE FEE SCHEDULE	
	Fee Amount
Basic Inspection Fee	\$75.00
Annual Operational Permit:	
Apartments, per complex	\$250.00
Auto repair garage - minor repairs	\$150.00
Auto repair garage - major repairs	\$300.00
Commercial business up to 5,000 sq. ft.	\$75.00
Commercial business larger than 5,000 sq. ft.	\$150.00
Combustible dust production	\$100.00
Combustible storage, loose	\$100.00
Compressed and liquified gas use and storage	\$200.00
Daycare	\$75.00
Dry cleaning plants	\$200.00
Educational facility, public	No Charge
Educational facility, private	\$100.00
Explosive materials, use, storage and transport	\$150.00
Flammable finishing, paint booths/strippers	\$150.00
Flammable liquids use and storage	\$150.00
Hazardous materials use and storage	\$250.00
Healthcare	\$200.00
Heated tar pots and roofing operations, per job site	\$100.00
High rise/special structures	\$300.00
Salvage yards	\$250.00
Lead acid battery storage	\$100.00
Lead acid battery installation	\$150.00
Lodging/rooming/board and care	\$200.00
Mercantile, up to 5,000 sq. ft.	\$75.00
Mercantile, larger than 5,000 sq. ft.	\$150.00

Places of assembly, including houses of worship up to 100-person occupancy	\$100.00
Places of assembly, including houses worship, 101-300-person occupancy	\$150.00
Places of assembly, including houses of worship, 300 or more-person occupancy	\$250.00
Propane tanks	\$150.00
Pyroxylin Plastics/Cellulose Nitrates, use/storage	\$100.00
Storage tanks, above or below ground	\$150.00
Welding cutting and hot work	\$100.00
Plan Review Fees:	
<i>Plan review fees are a one-time temporary permit at the time of construction and require both plan review and inspection.</i>	
Inspection	\$75.00
Site Plans (pre app, LDP fire portion)	\$35.00
Building Plans less than 5,000 sq. ft.	\$0.03 per sq. ft.
Building Plans more than 5,000 sq. ft.	\$0.03 per sq. ft. over 5,000
Sprinkler Review	\$0.35 per head, minimum \$30.00
Fire Alarm Review	\$0.50 per device, minimum \$30.00
Hood Suppression Plans	\$50.00
Paint Booth Plan	\$50.00
Storage Tanks under 660 gallons	\$50.00
Special Use Permits and Fees:	
Blasting Permits	\$100.00 for 48 hours, per site \$300.00 for 90 days, per site
Burn Permits (land clearing, bonfires)	\$500.00
Fireworks (public display)	\$500.00 per site
Sales Display	\$100.00 per display
Vehicle Extrication	\$300.00
Fire Hydrant Flow Test	\$150.00
Hazardous Materials Response	\$450.00 plus replacement of supplies etc.
Technical Rescue	\$450.00 plus replacement of non-reusable supplies
Training Fees for Businesses:	
Fire Extinguisher Training (minimum 10 people)	\$15.00 per person
Other Fees:	
Fire Apparatus Stand by Class A Pumper	\$180.00 per hour, minimum 4 hours
Fire Apparatus Aerial	\$215.00

MERK MILES WASTE TRANSFER FACILITY FEE SCHEDULE	
	Fee Amount
Garbage Household Trash, MSW, C&D, Yard Waste (Residents/Commercial Residents from City of South Fulton):	
360 lbs. or less	\$10.00 minimum charge
Over 360 lbs.	\$55.00 per ton
Garbage Household Trash, MSW, C&D, Yard Waste (Non-Residents/Commercial Customers Outside City of South Fulton):	
360 lbs. or less	\$25.00 minimum charge
Over 360 lbs.	\$70.00 per ton
Tires:	
Passenger Tire No Rim	\$5.00
Passenger Tire with Rim	\$7.00
Truck Tire No Rim	\$15.00
Truck Tire with Rim	\$25.00
Other:	
All CRT TV's and Monitors	\$10.00
Undamaged Flat Screen Tv's and Monitors	No Charge
Appliances (Refrigerators/AC Compressors with Freon lines must be visibly cut and removed by an EPA Certified Technician)	No Charge
Paint (Residents)	\$1.50 per gallon
Paint (Non-Residents)	\$3.00 per gallon
Acceptable Recyclables (Newspapers, Magazines, Office Paper, Phone Books, Mixed Paper, Corrugated Cardboard [No Plastic Wrap or Styrofoam], Aluminum, Steel, Tin PET/HDPE, Plastic Bottles, Computers (Desktops, Laptops, etc.), Automobiles & Equipment Batteries, Used Automobile Oil & Cooking Oil)	No Charge

MUNICIPAL COURT FEE SCHEDULE	
	Fee Amount
Disposition Fee	\$5.00
Court Fee (includes \$10.00 Technology Fee, \$10.00 Court Administrative Fee & \$6.00 Courtware Solutions Inc. Fee)	\$26.00

OPEN RECORDS FEE SCHEDULE	
	Fee Amount
Photocopies (letter or legal size)	\$0.10 per page
Photocopies (other document production)	Actual cost of reproduction
Administrative Cost (Retrieval, Redaction, etc.)	Prorated hourly salary of lowest paid fulltime employee (No cost for first 15 minutes)
Printing and Reproduction Charges:	
Copies - Tabloid size or smaller per sheet	\$0.10
Copies - Greater than Tabloid size per sheet B&W	\$20.00
Copies - Greater than Tabloid size per sheet Color	\$30.00
Copies - Tabloid size or smaller per sheet	\$0.10
Document Research Fee	\$29.00
Scanning - Tabloid size or Smaller per Sheet	\$0.25
Scanning - Greater than Tabloid Size per Sheet	\$2.00
Shipping Fees	\$5.00 or actual cost

PARKS, RECREATION & CULTURAL AFFAIRS FEE SCHEDULE	
	Fee Amount
ATHLETICS	
Basketball Free Play, per day:	
City of South Fulton Resident	\$1.00
Non-City of South Fulton Resident	\$2.00
Youth Basketball, per player (city-operated): (Ages: 5-8 and 9 & Up)	
City of South Fulton Resident	\$75.00/\$85.00
Non-City of South Fulton Resident	\$85.00/\$95.00
Youth Basketball, per team: <i>Note: Outside teams supply own uniforms</i>	
City of South Fulton Resident	\$350.00
Non-City of South Fulton Resident	\$365.00
Adult Basketball, per team:	
City of South Fulton Resident	\$400.00
Non-City of South Fulton Resident	\$420.00
Basketball Training (2 sessions, developmental):	
City of South Fulton Resident, Ages 8 & Up	\$40.00
Non-City of South Fulton Resident,	\$65.00

Ages 8 & Up	
Elite Basketball Training (2 sessions, Ages 8 & Up):	
<i>Note: Services provided by a service provider</i>	
City of South Fulton Resident	\$65.00
Non-City of South Fulton Resident	\$75.00
Baton twirling, per session:	
City of South Fulton Resident	\$40.00
Non-City of South Fulton Resident	\$65.00
Cheerleading, per session:	
City of South Fulton Resident	\$65.00
Non-City of South Fulton Resident	\$75.00
Adult Dodgeball, per player:	
City of South Fulton Resident	\$85.00
Non-City of South Fulton Resident	\$95.00
Youth Flag Football, per player (city-operated):	
City of South Fulton Resident, Ages 5-8	\$50.00
City of South Fulton Resident, Ages 9 & Up	\$75.00
Non-City of South Fulton Resident, Ages 5-8	\$55.00
Non-City of South Fulton Resident, 9 & Up	\$80.00
Flag Football, per team:	
<i>Note: Outside teams supply own uniforms</i>	
City of South Fulton Resident	\$350.00
Non-City of South Fulton Resident	\$365.00
Adult Flag Football, per team:	
City of South Fulton Resident	\$400.00
Non-City of South Fulton Resident	\$420.00
7 on 7 Passing League, per team:	
City of South Fulton Resident	\$350.00
Non-City of South Fulton Resident	\$365.00
Kickball, per player (city-operated):	
City of South Fulton Resident, Ages 5-8	\$60.00
City of South Fulton Resident, Ages 9 & Up	\$75.00
Non-City of South Fulton Resident, Ages 5-8	\$65.00
Non-City of South Fulton Resident, 9 & Up	\$80.00
Kickball, per team:	
<i>Note: Outside teams supply own uniforms</i>	
City of South Fulton Resident	\$350.00
Non-City of South Fulton Resident	\$365.00
Girls Softball, per player (city-operated):	
City of South Fulton Resident, Ages 5-8	\$75.00
City of South Fulton Resident, Ages 9 & Up	\$85.00

Non-City of South Fulton Resident, Ages 5-8	\$80.00
Non-City of South Fulton Resident, 9 & Up	\$95.00
Youth Softball, per team:	
<i>Note: Outside teams supply own uniforms</i>	
City of South Fulton Resident	\$350.00
Non-City of South Fulton Resident	\$365.00
Adult Softball, per team:	
City of South Fulton Resident	\$400.00
Non-City of South Fulton Resident	\$420.00
Track and Field, per season (city-operated):	
City of South Fulton Resident	\$65.00
Non-City of South Fulton Resident	\$75.00
Volleyball, per player (city-operated):	
City of South Fulton Resident, Ages 5-8	\$60.00
City of South Fulton Resident, Ages 9 & Up	\$75.00
Non-City of South Fulton Resident, Ages 5-8	\$65.00
Non-City of South Fulton Resident, 9 & Up	\$80.00
Youth Tennis Lessons, per participant, 4 weeks, 8 sessions (2 classes per week):	
<i>Note: Services provided by a service provider</i>	
City of South Fulton Resident, Ages 5-8	\$60.00
City of South Fulton Resident, Ages 9 & Up	\$75.00
Non-City of South Fulton Resident, Ages 5-8	\$65.00
Non-City of South Fulton Resident, 9 & Up	\$80.00
FACILITY RENTALS AND USE FEES	
Administrative Fees:	
Deposit: All Facilities except Pavilions (refundable)	Minimum Rental Fee
Cancellation Administrative Fee	\$25.00
After Hour Rental Fee Per Staff Person (2-hour minimum)	\$30.00 per hour
Lifeguard (1 lifeguard per 25 persons, 2 lifeguard minimum)	\$30.00 per hour
Field Lighting Fee	\$15.00 per hour
Aquatics Center:	
2-Hour after-hours rental only	
<i>Note: Fee does not include fee for lifeguard</i>	
City of South Fulton Resident	\$300.00 (1 – 50 ppl) \$350.00 (51 – 100 ppl) \$400.00 (101 ppl to maximum capacity)
Non-City of South Fulton Resident	\$350.00 (1 – 50 ppl) \$400.00 (51 – 100 ppl)

	\$450.00 (101 ppl to maximum capacity)
Non-Profit Organization	\$350.00 (1 – 50 ppl) \$400.00 (51 – 100 ppl) \$450.00 (101 ppl to maximum capacity)
For Profit Organization	\$525.00 (1 – 50 ppl) \$575.00 (51 – 100 ppl) \$625.00 (101 ppl to maximum capacity)
Athletic Fields (2-Hour Rental):	
City of South Fulton Resident	\$125.00 Extra Hour \$60.00
Non-City of South Fulton Resident	\$200.00 Extra Hour \$75.00
Non-Profit Organization	\$125.00 Extra Hour \$60.00
For Profit Organization	\$300.00 Extra Hour \$100.00
Community Room Rental (4-Hour Rental):	
<i>Room Size: Small/Medium/Large</i>	
City of South Fulton Resident	
Weekday (Monday - Thursday)	\$50.00/\$100.00/\$200.00
Weekday (extra hour)	\$10.00/\$20.00/\$40.00
Weekend (Friday - Sunday)	\$87.50/\$175.00/\$275.00
Weekend (extra hour)	\$17.50/ \$35.00/\$50.00
Non-City of South Fulton Resident	
Weekday (Monday - Thursday)	\$70.00/\$140.00/\$225.00
Weekday (extra hour)	\$15.00/\$30.00/\$45.00
Non-Profit Organization	
Weekday (Monday - Thursday)	\$70.00/\$140.00/\$225.00
Weekday (extra hour)	\$15.00/\$30.00/\$45.00
Weekend (Friday - Sunday)	\$107.50/\$215.00/\$300.00
Weekend (extra hour)	\$20.00/\$40.00/\$55.00
For Profit Organization	
Weekday (Monday - Thursday)	\$100.00/\$200.00/\$275.00
Weekday (extra hour)	\$22.50/\$45.00/\$70.00
Weekend (Friday - Sunday)	\$137.50/\$275.00/\$350.00
Weekend (extra hour)	\$32.50/\$65.00/\$80.00
Covered Pavilion Rental Fee Per Hour:	
<i>Pavilion Size: Small/Medium/Large</i>	
City of South Fulton Resident	\$30.00/\$40.00/\$50.00 (per hour)
Non-City of South Fulton Resident	\$35.00/\$45.00/\$55.00 (per hour)
Non-Profit Organization	\$35.00/\$45.00/\$55.00 (per hour)
For Profit Organization	\$40.00/\$50.00/\$60.00 (per hour)
Gymnasium Rental – 2-Hour Rental (after hour rental only):	

City of South Fulton Resident	
Weekday (Monday - Thursday)	\$100.00
Weekday (extra hour)	\$50.00
Weekend (Friday - Sunday)	\$150.00
Weekend (extra hour)	\$75.00
Non-City of South Fulton Resident	
Weekday (Monday - Thursday)	\$150.00
Weekday (extra hour)	\$75.00
Weekend (Friday - Sunday)	\$200.00
Weekend (extra hour)	\$100.00
Non-Profit Organization	
Weekday (Monday - Thursday)	\$150.00
Weekday (extra hour)	\$75.00
Weekend (Friday - Sunday)	\$200.00
Weekend (extra hour)	\$100.00
For Profit Organization	
Weekday (Monday - Thursday)	\$250.00
Weekday (extra hour)	\$125.00
Weekend (Friday - Sunday)	\$300.00
Weekend (extra hour)	\$150.00
Stage Rental:	
Delivery and Set-Up Fees (applies to every reservation and use)	\$500.00
First 4 Hours	\$1,500.00
Additional 2 hours	\$500.00
Non-profit organizations:	
First 4 Hours	\$1,500.00
Additional 2 hours	\$500.00
Private for-profit organizations:	
First 4 Hours	\$3,000.00
Additional 2 hours	\$1,000.00
<i>Tennis Court Reservation: per hour/per court not per person (does not apply to Burdett & SFTC):</i>	
<i>Note: Pricing is for the Weekday/Weekend</i>	
Senior - City of South Fulton Resident (age 55+)	\$12.00/\$15.00
Senior – Non-City of South Fulton Resident (age 55+)	\$15.00/\$18.00
Private Professional Tennis Instruction: per hour/ per court	\$75.00
FITNESS:	
Annual Pass:	
City of South Fulton Resident	\$200.00
Non-City of South Fulton Resident	\$250.00
Daily Usage:	

Senior - City of South Fulton Resident (age 55+)	No Charge
Senior - Non- City of South Fulton Resident (age 55+)	\$2.00
City of South Fulton Resident	\$2.00
Non-City of South Fulton Resident	\$3.00
Personal Fitness, 12 sessions over 3-month period:	
City of South Fulton Resident	\$120.00/\$150.00
Non-City of South Fulton Resident	\$150.00/\$180.00
Total Body Fitness (maximum 8 sessions):	
City of South Fulton Resident	\$40.00 per month
Non-City of South Fulton Resident	\$45.00 per month
PROGRAMMING	
After School Camp/Special Camp: 1/2/3 Child(ren)	
City of South Fulton Resident	\$40.00/\$70.00/\$100.00
Non-City of South Fulton Resident	\$60.00/\$110.00/\$160.00
Morning Rush, per child per session:	
City of South Fulton Resident	\$10.00
Non-City of South Fulton Resident	\$15.00
Summer Camp, per week: 1/2/3 Child(ren)	
City of South Fulton Resident	\$75.00/\$125.00/\$175.00
Non-City of South Fulton Resident	\$100.00/\$175.00/\$225.00
SWIMMING	
Aquatics (monthly pool pass)	
City of South Fulton Resident	\$25.00
Non-City of South Fulton Resident	\$35.00
Family of 4 (Resident only)	\$50.00
Open Swim - daily:	
Child (12 years of age and younger)	\$2.00
Adult	\$3.00
Senior (Age 55+)	No Charge
Swim Lessons and Water Aerobics:	
<i>Note: Price per Session</i>	
City of South Fulton Resident	\$45.00
Non-City of South Fulton Resident	\$60.00

POLICE DEPARTMENT FEE SCHEDULE	
	Fee Amount
POLICE SERVICES FEES:	
Alcohol License Fingerprint Fee (per person)	\$55.00
Work Permit Background Check Fee (per person)	\$55.00
Work Permit Replacement I.D./Card	\$10.00
New Weapons Carry License Fingerprinting/Background Fee	\$10.00
Renewal Weapons Carry License Background Fee	\$5.00
Fingerprinting (set of 2)	\$10.00
Public Background Check Fee	\$25.00
Accident Reports (per copy)	\$5.00
Request to mail Accident Report (per copy)	\$5.00
Incident Reports (per copy)	\$5.00
Request to mail Incident Report (per copy)	\$5.00

ALCOHOL LICENSING FEE SCHEDULE	
	Fee Amount
ADMINISTRATIVE SERVICES:	
Alcohol License Application Fee	\$300.00
All other Application Fees	\$150.00
Alcohol License Fingerprint Fee for each additional person to be fingerprinted	\$55.00
Advertising Fee	\$505.00
Fire Inspection Fee	\$75.00
Retail Consumption on Premises:	
Liquor	\$3,200.00
Beer	\$650.00
Wine	\$650.00
Additional Bar/Lounges	\$1,000.00 each
BYOB Wine and Beer (Only)	\$125.00
Wine Tasting & Malt Beverage Tasting	\$50.00 each
Special and Temporary License and Permit Fees:	
Non-Profit Special Event Beer & Wine & Liquor	\$50.00
For-Profit Special Event Beer & Wine	\$125.00
For-Profit Special Event Liquor	\$125.00
Off Premises Catering License	\$200.00
Non-resident catering Permit	\$50.00

Temp Distilled Spirits/Liquor (Sale/Consumption on Premises)	\$500.00
Temp Beer and Wine (Sale/Consumption on Premises)	\$250.00
Temp Beer and Wine (Retail Package)	\$250.00
Retail Package:	
Distilled spirits (does not include beer and wine)	\$3,000.00
Beer	\$400.00
Wine	\$400.00
Wholesale:	
Liquor	\$3,500.00
Beer	\$500.00
Wine	\$500.00
Location Outside of City	\$100.00
Manufacturer (Distillery):	
Liquor	\$4,000.00
Beer	\$500.00
Wine	\$500.00
Farm Winery	\$2000.00
Microbrewery	\$2,000.00
Growler	\$2,000.00

SPECIAL EVENTS FEE SCHEDULE	
	Fee Amount
Special Event Tent Permit	\$50.00 per tent
Special Event 1 to 100 people	\$100.00 per event
Special Event 101 to 300 people	\$200.00 per event
Special Event 301 people and above	\$301.00 per event

ECONOMIC DEVELOPMENT FEE SCHEDULE	
	Fee Amount
CollabSouth	
Private Dedicated Office:	
Dedicated, furnished, secured office space	\$600 per month

<p>Includes</p> <p>24/7 Unlimited Secure Access</p> <p>Corporate Address with package & mail handling</p> <p>Unlimited Hot Desk during business hours/business days for 1 guest</p> <p>10 Conference Room Hours/month</p> <p>180 black/white prints/month</p> <p>80 black/white copies</p> <p>55 color prints/month</p> <p>High-speed WI-FI</p> <p>Front Desk Reception area to greet your guests during business hours</p> <p>Scan to USB & email</p> <p>Fax to email</p> <p>Community Member Profile on website</p> <p>Member cafe kiosk, unlimited coffee, tea, bottled water, microwave, refrigerator</p> <p>CollabSouth special events – Free access</p> <p>Add-ons</p> <p>Purchase Visitor Hot Desk Day passes at 50% discount</p> <p>Book a Private Furnished Office by the Hour or by the Day at 50% discount where available</p> <p>Purchase Conference Room credits if you run out at 50% discount</p> <p>Purchase Print & Copy credits if you run out</p>	
Semi-Private Dedicated Office:	
Dedicated, furnished, secured office space shared with another member	\$300 per month
Includes	

<p>24/7 Unlimited Secure Access</p> <p>Corporate Address with package & mail handling</p> <p>8 Hot Desk Days during business hours/business days for 1 guest</p> <p>8 Conference Room Hours/month</p> <p>160 black/white prints/month</p> <p>60 black/white copies</p> <p>45 color prints/month</p> <p>High-speed WI-FI</p> <p>Front Desk Reception area to greet your guests during business hours</p> <p>Scan to USB & email</p> <p>Fax to email</p> <p>Community Member Profile on website</p> <p>Member cafe kiosk, unlimited coffee, tea, bottled water, microwave, refrigerator</p> <p>CollabSouth special events – Free access</p> <p>Add-ons</p> <p>Purchase Visitor Hot Desk Day passes at 40% discount</p> <p>Book a Private Furnished Office by the Hour or by the Day at 40% discount where available</p> <p>Purchase Conference Room credits if you run out at 40% discount</p> <p>Purchase Print & Copy credits if you run out</p>	
Hot Desk Premium:	
Come in, head to an open hot desk in the communal area and begin working.	\$250 per month
Includes	
24/7 Unlimited Secure Access	

<p>Corporate Address with package & mail handling</p> <p>Unlimited Hot Desk during business hours/business days</p> <p>6 Conference Room Hours/mo</p> <p>140 black/white prints/mo</p> <p>40 black/white copies</p> <p>35 color prints/mo</p> <p>High-speed WI-FI</p> <p>Front Desk Reception area to greet your guests during business hours</p> <p>Scan to usb & email</p> <p>Fax to email</p> <p>Community Member Profile on website</p> <p>Member cafe kiosk, unlimited coffee, tea, bottled water, microwave, refrigerator</p> <p>CollabSouth special events - 75% Discount</p> <p>Add-ons</p> <p>Purchase Visitor Hot Desk Day passes at 30% discount</p> <p>Book a Private Furnished Office by the Hour or by the Day at 30% discount where available</p> <p>Purchase Conference Room credits if you run out at 30% discount</p> <p>Purchase Print & Copy credits if you run out</p>	
Hot Desk Plus 5 Days a week	
Come in, head to an open hot desk in the communal area and begin working.	\$200 per month
<p>Includes</p> <p>5 day per month during business hours/business days</p>	

<p>4 Conference Room hours/month</p> <p>120 black/white prints/month</p> <p>20 black/white copies/month</p> <p>25 color prints/month</p> <p>High-speed WI-FI</p> <p>Front Reception area to greet your clients during business hours</p> <p>Scan to USB & email</p> <p>Fax to email</p> <p>Community Member Profile on website</p> <p>Member cafe kiosk, unlimited coffee, tea, bottled water, microwave, refrigerator</p> <p>CollabSouth special events - 50% Discount</p> <p>Add-ons</p> <p>Purchase Visitor Hot Desk Day passes at 20% discount</p> <p>Book a Private Furnished Office by the Hour or by the Day at 20% discount where available</p> <p>Purchase Conference Room credits if you run out at 20% discount</p> <p>Purchase Print & Copy credits if you run out</p>	
Hot Desk 3 Days a week	
Come in, head to an open hot desk in the communal area and begin working.	\$120 per month
<p>Includes</p> <p>Cowork 3 days a week during business days & hours</p> <p>High-speed WI-FI</p> <p>Reception area to greet your guests</p> <p>Scan to USB or email</p>	

<p>Fax to email</p> <p>Member café kiosk, unlimited coffee, tea, bottled water, microwave, refrigerator</p> <p>CollabSouth special events - 25% Discount</p> <p>Add-ons</p> <p>Purchase Visitor Hot Desk Day passes at 10% discount</p> <p>Book a Private Furnished Office by the Hour or by the Day at 10% discount where available</p> <p>Purchase Conference Room credits if you run out at 10% discount</p> <p>Purchase Print & Copy credits</p>	
Hot Desk 2 Days a week	
Come in, head to an open hot desk in the communal area and begin working.	\$80 per month
<p>Includes</p> <p>Cowork 2 days a week during business days & hours</p> <p>High-speed WI-FI</p> <p>Reception area to greet your guests during business hours</p> <p>Scan to USB or email</p> <p>Fax to email</p> <p>Member cafe kiosk, unlimited coffee, tea, bottled water, microwave, refrigerator</p> <p>Add-ons</p> <p>Purchase Visitor Hot Desk Day passes at 5% discount</p> <p>Book a Private Furnished Office by the Hour or by the Day at 5% discount where available</p> <p>Purchase Conference Room credits if you run out at 5% discount</p>	

Purchase Print & Copy credits	
Virtual Office:	
No more meetings at coffee shops. Control how your clients see your brand when you meet with them	\$50 per month
Includes Meet clients in a conference room 8 hours a month where available Satellite workspace 5 days per month Corporate Address with package & mail handling Add-Ons Purchase Visitor Hot Desk Day passes at 5% discount Book a Private Furnished Office by the Hour or by the Day at 5% discount Purchase Conference Room credits if you run out at 5% discount Purchase Print & Copy credits	
Hot Desk Day Pass (During normal business hours):	
Come in, head to an open hot desk in the communal area and begin working.	\$15 per day
Includes 8 hours day pass during business hours High-speed WI-FI Reception area to greet your guests during business hours Scan to USB or email Fax to email Member cafe kiosk, unlimited coffee, tea, bottled water, microwave, refrigerator	

Conference Room:	\$20 per hour
Printing and Reproduction Charges:	
B&W Copies – Letter or legal per sheet	\$0.10
Color Copies – Letter or legal per sheet	\$0.25
Scanning – Letter or legal per sheet	\$0.05

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of MOU with Marquis Grissom Baseball Assoc

DATE: May 26, 2020

SUBJECT: Council Approval of MOU with Marquis Grissom Baseball Assoc

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
MOU between COSF and Marquis Grissom Baseball Association	Cover Memo	5/20/2020

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SOUTH FULTON,
GEORGIA AND MARQUIS GRISSOM BASEBALL ASSOCIATION FOR THE
ESTABLISHMENT OF A YOUTH BASEBALL LEAGUE AND OTHER
RECREATIONAL PROGRAMS**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into upon all parties affixing their signatures on this document between **City of South Fulton Georgia**, a political subdivision of the State of Georgia (the "**City**") and the **Marquis Grissom Baseball Association**, a Georgia non-profit corporation (the "**Association**").

WHEREAS, state law (O.C.G.A. § 36-64-3) authorizes the City with the power to provide, maintain, and conduct parks, playgrounds, recreation centers, and other recreational activities and facilities; and is authorized to develop a program of recreational activities and services designated to meet the various leisure time interests of all people;

WHEREAS, the City Parks and Recreation Department (the "**Department**") is responsible for the day-to-day management of City Parks and recreational facilities;

WHEREAS, the Association provides youth athletes in underserved communities the opportunity to participate in a competitive baseball league;

WHEREAS, the City operates recreational and athletic facilities in Fulton, Georgia (collectively referred to as the "City Facilities");

WHEREAS, the City and the Association are mutually interested in providing and making available baseball activities and other recreational programs at the City Facilities for the use and benefit of City children and their families;

WHEREAS, to further this endeavor, both the City and the Association deem it beneficial to partner together in order to provide recreational services to young athletes within the City; and

WHEREAS, for the benefit of the children and families of City, the Board of Commissioners deems it to be in the best interest of its citizens to forge this partnership with the Association in order provide additional athletic services to the community.

NOW, THEREFORE, in consideration of the mutual benefits to inure to both parties, it is hereby agreed as follows:

1. **The Association agrees to:**

- (a) Offer spring baseball training program offering professional training services twice per week to include scrimmage games at a rate of \$200 per registration.
- (b) Provide individualized baseball training, at a rate that will not exceed \$60 per hour per person;

- (c) Provide Annual Coach Certification training for volunteer coaches for the baseball programs, which will include up to two (2) four hour sessions per year, at a rate that will not exceed \$200 per coach;
- (d) Provide training opportunities for parents, such as a "Backyard" Parents Program, which will include 2-hour sessions, at a rate that will not exceed \$50 per parent;
- (e) Provide free tutorial support for academics and financial literacy classes for students; and
- (f) Offer financial support via the MGBA scholarship program for up to 20% of the total enrolled. Scholarships will be based on financial need to include free school lunch program and active Medicaid enrollment.
- (g) Comply with all applicable state, federal and local statutes, ordinances, rules, orders, regulations, as they may be amended from time to time.

2. **The City agrees to:**

Grant a right of access to the Association for its use of City Facilities for the purpose of offering a baseball league and other recreational programs.

3. **General Conditions:**

- (a) The Association may lease the City Facilities, subject to approval by the City Council.
- (b) The Association shall obtain the prior written approval and consent of the City before making any repairs, improvements, additions or alterations to the Facilities. The Association further agrees and acknowledges that any and all improvements, additions, or alterations which may be approved shall become the property of the City and remain upon the premises and be surrendered with the premises at the termination of this MOU. Failure to obtain prior written authorization from the City may cause for immediate termination of this MOU.
- (c) The rights of the City under this MOU shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
- (d) If the Association defaults on any obligation under this MOU or violates any term hereof, the City may terminate the MOU.
- (e) Each party may terminate this MOU without further obligation by giving the other party thirty (30) days advance notice in writing.

- (d) This MOU may be modified only by a written MOU, approved by the City Council and signed by both Parties.
- (e) The Association agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this MOU.
- (f) The Association may not allow a third-party organization to conduct related activities without the written approval of the City Council.
- (g) This MOU shall begin on May 13th 2020 and shall continue as it relates to the City Facilities through May 12th 2021, and shall be subject to two automatic one year renewals, unless terminated as allowed herein by either Party.
- (h) The Association agrees to administer activities at said City Facilities in a safe and professional manner, have a sufficient number of adults present to supervise all scheduled activities, from the time the first participant arrives until the last one departs.
- (i) For purposes of this MOU, any notices required to be sent to the Association shall be mailed, in a manner in which delivery may be professionally tracked, to:

Marquis Grissom Baseball Association
1400 Veterans Memorial Hwy
Suite 134 #257
Mableton, GA 30126

Any notices required to be sent to the City shall be mailed, in a manner in which delivery may be professionally tracked, to:

South Fulton Department of Parks & Recreation
Attn.: Director
5565 Stonewall Tell Road
College Park, GA 30349

- (j) The Association agrees to indemnify and hold harmless the City, including the City's Councilmembers, officers, agents and employees, from and against any claim or liability of any nature arising from the Association's use of City Facilities, including but not limited to injury to person or property on or about the premises of the City Facilities.
- (k) The City has the right to cancel any scheduled activity in the Facilities when it is determined that such activity would severely damage City Facilities. Persistent damage to City Facilities by the Association and/or its invitees will result in the Association being prohibited from using City Facilities.

- (l) This MOU constitutes the entire MOU between the Parties; it supersedes any prior MOU or understandings between them oral or written, with respect to the matters addresses herein, all of which are hereby cancelled. This MOU may not be amended or modified except by an instrument in writing signed by both Parties hereto. Waiver of any term or condition of this MOU shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this MOU. Nothing herein shall constitute or be considered a limitation upon or waiver of the parties rights under all applicable laws of the State of Georgia.
- (m) In the event any provision or portion of this MOU is held by any Court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect.
- (n) Prior to commencing any activities in conjunction with this MOU, the Association shall furnish a Certificate of Insurance executed by a duly authorized representative of each carrier, as evidence of compliance with the insurance requirements as specified herein. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than A- with coverage forms acceptable to the City. The insurance below shall be maintained uninterrupted for the duration of this MOU and/or the Associations use of the City Facilities.
1. Commercial General Liability with coverage limits of no less than \$1,000,000.00 per occurrence/aggregate for Bodily Injury and Property Damage liability
 2. Workers Compensation and Employers Liability providing statutory benefits and Employers Liability Insurance coverage with coverage limits of no less than \$100k - \$500k - \$100k.

The City shall be included as an "Additional Insured" under the above required policies. Additional Insured coverage afforded by Miracle League CGL insurance shall be primary and non-contributory with a waiver of subrogation provided in favor of the City.

- (o) This MOU shall be governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ day of _____, 2020.

[SIGNATURES APPEAR ON PAGE IMMEDIATELY FOLLOWING]

I, _____, Director of the Association, have read and hereby agree that the Association will abide by the terms and conditions of this Agreement. I also understand that failure to abide by these policies could result in loss of the Association's access to City Facilities and that I may be held personally liable as Director of the Association.

In Witness Whereof, the parties hereto have set their hands and seals:

BY THE CITY OF SOUTH FULTON:

BY THE ASSOCIATION:

Odie Donald, II, City Manager
City of South Fulton

Marquis Grissom

[add notary block]

Attest:

Diane White, City Clerk

Approved as to Content:

Tony M. Phillips, Director
City of South Fulton Department of Parks & Recreation

Approved as to Form:

Emilia C. Walker, City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Facility Use Agreement between the City of South Fulton and Old National Youth Athletic Association

DATE: May 26, 2020

SUBJECT: Council Approval of Facility Use Agreement between the City of South Fulton and Old National Youth Athletic Association

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Facility Use Agreement Old National Youth Athletic Assoc	Cover Memo	5/20/2020

**CITY OF SOUTH FULTON
DEPARTMENT OF PARKS & RECREATION
FACILITY USE AGREEMENT**

This agreement made and entered into this 13th day of May, 2020, by and between **City of South Fulton, Georgia** hereinafter called "**City**" and **Old National Park Athletic Association** a non-profit organization, hereinafter referred to as "**Association**". The term of this Agreement is for the period of May 13th, 2020 through May 12th, 2021.

WITNESSETH:

Whereas, the Association and the City are mutually interested in and concerned with providing and making available recreation programs, activities, and facilities for the use and benefit of the citizens of City of South Fulton, Georgia; and

Whereas, the City operates the property and facilities located at **2400 Pleasant Hill Road, South Fulton, Georgia 30349**

Whereas, the Association desires to conduct youth athletic activities and make improvements as approved by the City.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. The City agrees to:

- (a) Allow the use of the existing facility to said Athletic Association under expressed terms and conditions set forth by City of South Fulton.
- (b) Provide a prepared field at the beginning of the season. Repair all fences, gates, backstops, park buildings and structures as needed.
- (c) Clean rest rooms on Monday, Wednesday, Friday (daily when time and schedules allow).
- (d) Empty all trash cans a minimum of once a week (twice a week when workload permits).
- (e) Mow the grass on the playing field once a week when weather allows.
- (f) The payment of all utility bills on athletic fields.

2. The Association agrees to:

(a) Provide a youth sports program as a service to the City in accordance with all guidelines set forth by the Policies & Procedures for Youth Athletic Associations Operating on City of South Fulton Property. The Association will adhere to and abide by Sections I through IV of the Policies and Procedures for Athletic Associations Operating on City of South Fulton Property which is incorporated and made a part of this Facility Use Agreement.

(b) Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.

(c) Reinvest the following services and/or provisions into the City of South Fulton facility listed above:

- Dragging, raking and lining the fields during the season.
- Keeping the announcer's booth, concession stand, and rest rooms clean and safe during the activity.
- Keeping all litter picked up around the dugouts, bleachers, fields, fences, concession stands, etc. and placing all litter in the proper trash receptacles at the conclusion of each activity (practice, games, etc...).

3. The Association does hereby agree to indemnify and to hold the City harmless from any and all claims or liability which results from the use by the Association of the above described premises and facilities.

**YOUTH ATHLETIC ASSOCIATION'S MAINTENANCE
RESPONSIBILITIES**

- a. The Association is responsible for daily clean-up, placing litter in the proper containers, for cleaning the concession stand. At the end of the season, (ending date on the Facility Use Permit) the Association is required to remove all supplies and equipment from the concession stand and storage buildings within seven (7) days unless permission to do otherwise is given in writing by the Department of Parks & Recreation.

- Dragging, raking and lining the fields during the season.
- Keeping the announcer's booth, concession stand, and rest rooms clean and safe during the activity.
- Keeping all litter picked up around the dugouts, bleachers, fields, fences, concession stands, etc. and placing all litter in the

proper trash receptacles at the conclusion of each activity (practice, games, etc...).

- b. The Association must receive written permission from the City to use association locks on buildings, light boxes, and gates. When such permission is granted, the Association must furnish the City with a tagged key to each lock. Failure to supply said keys will result in the locks being cut.
- c. The Association shall obtain the prior written approval and consent of the City before making any repairs, improvements, additions or alterations to said premises, and all improvements, additions, or alterations which may be approved and shall become the property of the County and remain upon the said premises and be surrendered with the premises at the termination of this agreement. Failure to obtain prior written authorization from the City can constitute cause for immediate termination of this agreement.
- d. The Association will maintain any and all improvements that in the opinion of the City are for the primary benefit of the user.
- e. The Association is responsible for reporting all acts of vandalism to the facility or Association property to the City and the local Police Department. A copy of the police report must be filed with the City of South Fulton Department of Parks and Recreation.
- f. The Association shall not use the said premises for any purpose other than that of youth athletic practices, games, meetings, clinics, and demonstrations for the promotion of the sport, community interest and welfare.
- g. The Association agrees to take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the term of this agreement, and shall comply with and execute all rules, orders, and regulations of the Southeastern Underwriters Association for the prevention of fires.
- h. The City or any of its agents or employees shall have the right to enter on the said premise at any time during the term of this Agreement to examine, inspect, or supervise as deemed necessary.

YOUTH ATHLETIC ASSOCIATION'S SAFETY PRECAUTIONS

- a. The Association agrees to administer activities at said facility in a safe and professional manner, having a sufficient number of adults present to supervise all scheduled activities, from the time the first young person arrives until the last one departs. No practice or games during the school year may begin past 6:30 p.m.
- b. A designated adult shall be placed in charge of operating the field lights each night and must be sure all such lights are out before departing the area.
- c. The City has the right to cancel any scheduled activity on an athletic field during bad weather when it is determined that such activity would damage the field. Persistent damage to City facilities by an Association will result in the Association being prohibited from using City facilities.
- d. In the event of lightning, for the safety of the participants, all play shall be suspended until the danger has passed. When the field is cleared of participants, all children should be directed away from all metal objects, equipment, backstops, fences, etc.

CONDITIONS FOR RESOLUTION

- a. The rights of the City under this agreement shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
- b. If the Association defaults on any obligation under this agreement or violates any term hereof, the City may terminate the agreement.
- c. Each party may terminate this agreement without further obligation by giving the other thirty (30) days' notice in writing.
- d. This agreement may be modified only by a written agreement, signed by both the Association President the City Manager and City Council.
- e. The Association agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City because of the violation or alleged violation of any terms or provisions of this agreement.
- f. For the purpose of this agreement, any notices required to be sent to the Association shall be hand delivered or mailed to the President of the Association at the following address: 2400 Pleasant Hill Road, South Fulton, Georgia 30349

Any notices required to be sent to the City shall be hand delivered or mailed to the City of South Fulton Department of Parks & Recreation, at 5565 Stonewall Tell Rd, College Park, GA 30349

I, _____, President of the **Old National Youth Athletic Association**, have read and hereby agree that the Association will abide by the terms and conditions of this Facility Use Agreement. I also understand that failure to abide by these policies could result in loss of the athletic fields permit(s) and that I may be held personally liable as President of the Association.

In Witness Whereof, the parties hereto have set their hands and seals.

Approved:

Odie Donald, City Manger
City of South Fulton

Tony Phillips, Director
Department of Parks and Recreation

Approved as to form:

Emilia C. Walker, City Attorney

Tony Davis, President
Old National Youth Athletic Association

Attest:

S. Diane White
Clerk of the City Council

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Facility Use Agreement between the City of South Fulton and Sandtown Youth Sports Association

DATE: May 26, 2020

SUBJECT: Council Approval of Facility Use Agreement between the City of South Fulton and Sandtown Youth Sports Association

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Facility Use Agreement Sandtown Youth Sports Assoc	Cover Memo	5/20/2020

**CITY OF SOUTH FULTON
DEPARTMENT OF PARKS & RECREATION
FACILITY USE AGREEMENT**

This agreement made and entered into this 13th day of May, 2020, by and between **City of South Fulton, Georgia** hereinafter called "**City**" and **Sandtown Youth Athletic Association** a non-profit organization, hereinafter referred to as "**Association**". The term of this Agreement is for the period of May 13th, 2020 through May 12th, 2021.

WITNESSETH:

Whereas, the Association and the City are mutually interested in and concerned with providing and making available recreation programs, activities, and facilities for the use and benefit of the citizens of City of South Fulton, Georgia; and

Whereas, the City operates the property and facilities located at **5320 Campellton Road, SW, South Fulton, Georgia 30331**

Whereas, the Association desires to conduct youth athletic activities and make improvements as approved by the City.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. The City agrees to:

- (a) Allow the use of the existing facility to said Athletic Association under expressed terms and conditions set forth by City of South Fulton.
- (b) Provide a prepared field at the beginning of the season. Repair all fences, gates, backstops, park buildings and structures as needed.
- (c) Clean rest rooms on Monday, Wednesday, Friday (daily when time and schedules allow).
- (d) Empty all trash cans a minimum of once a week (twice a week when workload permits).
- (e) Mow the grass on the playing field once a week when weather allows.
- (f) The payment of all utility bills on athletic fields.

2. The Association agrees to:

- (a) Provide a youth sports program as a service to the City in accordance with all guidelines set forth by the Policies & Procedures for Youth Athletic Associations Operating on City of South Fulton Property. The Association will adhere to and abide by Sections I through IV of the Policies and Procedures for Athletic Associations Operating on City of South Fulton Property which is incorporated and made a part of this Facility Use Agreement.
 - (b) Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
 - (c) Reinvest the following services and/or provisions into the City of South Fulton facility listed above:
 - Dragging, raking and lining the fields during the season.
 - Keeping the announcer's booth, concession stand, and rest rooms clean and safe during the activity.
 - Keeping all litter picked up around the dugouts, bleachers, fields, fences, concession stands, etc. and placing all litter in the proper trash receptacles at the conclusion of each activity (practice, games, etc...).
3. The Association does hereby agree to indemnify and to hold the City harmless from any and all claims or liability which results from the use by the Association of the above described premises and facilities.

**YOUTH ATHLETIC ASSOCIATION'S MAINTENANCE
RESPONSIBILITIES**

- a. The Association is responsible for daily clean-up, placing litter in the proper containers, for cleaning the concession stand. At the end of the season, (ending date on the Facility Use Permit) the Association is required to remove all supplies and equipment from the concession stand and storage buildings within seven (7) days unless permission to do otherwise is given in writing by the Department of Parks & Recreation.
 - Dragging, raking and lining the fields during the season.
 - Keeping the announcer's booth, concession stand, and rest rooms clean and safe during the activity.
 - Keeping all litter picked up around the dugouts, bleachers, fields, fences, concession stands, etc. and placing all litter in the

proper trash receptacles at the conclusion of each activity (practice, games, etc...).

- b. The Association must receive written permission from the City to use association locks on buildings, light boxes, and gates. When such permission is granted, the Association must furnish the City with a tagged key to each lock. Failure to supply said keys will result in the locks being cut.
- c. The Association shall obtain the prior written approval and consent of the City before making any repairs, improvements, additions or alterations to said premises, and all improvements, additions, or alterations which may be approved and shall become the property of the County and remain upon the said premises and be surrendered with the premises at the termination of this agreement. Failure to obtain prior written authorization from the City can constitute cause for immediate termination of this agreement.
- d. The Association will maintain any and all improvements that in the opinion of the City are for the primary benefit of the user.
- e. The Association is responsible for reporting all acts of vandalism to the facility or Association property to the City and the local Police Department. A copy of the police report must be filed with the City of South Fulton Department of Parks and Recreation.
- f. The Association shall not use the said premises for any purpose other than that of youth athletic practices, games, meetings, clinics, and demonstrations for the promotion of the sport, community interest and welfare.
- g. The Association agrees to take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the term of this agreement, and shall comply with and execute all rules, orders, and regulations of the Southeastern Underwriters Association for the prevention of fires.
- h. The City or any of its agents or employees shall have the right to enter on the said premise at any time during the term of this Agreement to examine, inspect, or supervise as deemed necessary.

YOUTH ATHLETIC ASSOCIATION'S SAFETY PRECAUTIONS

- a. The Association agrees to administer activities at said facility in a safe and professional manner, having a sufficient number of adults present to supervise all scheduled activities, from the time the first young person arrives until the last one departs. No practice or games during the school year may begin past 6:30 p.m.
- b. A designated adult shall be placed in charge of operating the field lights each night and must be sure all such lights are out before departing the area.
- c. The City has the right to cancel any scheduled activity on an athletic field during bad weather when it is determined that such activity would damage the field. Persistent damage to City facilities by an Association will result in the Association being prohibited from using City facilities.
- d. In the event of lightning, for the safety of the participants, all play shall be suspended until the danger has passed. When the field is cleared of participants, all children should be directed away from all metal objects, equipment, backstops, fences, etc.

CONDITIONS FOR RESOLUTION

- a. The rights of the City under this agreement shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
- b. If the Association defaults on any obligation under this agreement or violates any term hereof, the City may terminate the agreement.
- c. Each party may terminate this agreement without further obligation by giving the other thirty (30) days' notice in writing.
- d. This agreement may be modified only by a written agreement, signed by both the Association President the City Manager and City Council.
- e. The Association agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City because of the violation or alleged violation of any terms or provisions of this agreement.
- f. For the purpose of this agreement, any notices required to be sent to the Association shall be hand delivered or mailed to the President of the Association at the following address: 5439 Rosehall Place, Atlanta, Georgia 30349

Any notices required to be sent to the City shall be hand delivered or mailed to the City of South Fulton Department of Parks & Recreation, at 5565 Stonewall Tell Rd, College Park, GA 30349

I, _____, President of the **Sandtown Youth Athletic Association**, have read and hereby agree that the Association will abide by the terms and conditions of this Facility Use Agreement. I also understand that failure to abide by these policies could result in loss of the athletic fields permit(s) and that I may be held personally liable as President of the Association.

In Witness Whereof, the parties hereto have set their hands and seals.

Approved:

Odie Donald, City Manger
City of South Fulton

Tony Phillips, Director
Department of Parks and Recreation

Approved as to form:

Emilia C. Walker, City Attorney

Alan Kelly, President
Sandtown Youth Athletic Association

Attest:

S. Diane White
Clerk of the City Council

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Facility Use Agreement between the City of South Fulton and Welcome All Youth Athletic Association

DATE: May 26, 2020

SUBJECT: Council Approval of Facility Use Agreement between the City of South Fulton and Welcome All Youth Athletic Association

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Facility Use Agreement Welcome All Youth Athletic Assoc	Cover Memo	5/20/2020

**CITY OF SOUTH FULTON
DEPARTMENT OF PARKS & RECREATION
FACILITY USE AGREEMENT**

This agreement made and entered into this 13th day of May, 2020, by and between **City of South Fulton, Georgia** hereinafter called "**City**" and **Welcome All Youth Athletic Association** a non-profit organization, hereinafter referred to as "**Association**". The term of this Agreement is for the period of May 13th, 2020 through May 12th, 2021.

WITNESSETH:

Whereas, the Association and the City are mutually interested in and concerned with providing and making available recreation programs, activities, and facilities for the use and benefit of the citizens of City of South Fulton, Georgia; and

Whereas, the City operates the property and facilities located at **4255 Will Lee Road, South Fulton, Georgia 30349**

Whereas, the Association desires to conduct youth athletic activities and make improvements as approved by the City.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. The City agrees to:

- (a) Allow the use of the existing facility to said Athletic Association under expressed terms and conditions set forth by City of South Fulton.
- (b) Provide a prepared field at the beginning of the season. Repair all fences, gates, backstops, park buildings and structures as needed.
- (c) Clean rest rooms on Monday, Wednesday, Friday (daily when time and schedules allow).
- (d) Empty all trash cans a minimum of once a week (twice a week when workload permits).
- (e) Mow the grass on the playing field once a week when weather allows.
- (f) The payment of all utility bills on athletic fields.

2. The Association agrees to:

- (a) Provide a youth sports program as a service to the City in accordance with all guidelines set forth by the Policies & Procedures for Youth Athletic Associations Operating on City of South Fulton Property. The Association will adhere to and abide by Sections I through IV of the Policies and Procedures for Athletic Associations Operating on City of South Fulton Property which is incorporated and made a part of this Facility Use Agreement.
 - (b) Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
 - (c) Reinvest the following services and/or provisions into the City of South Fulton facility listed above:
 - Dragging, raking and lining the fields during the season.
 - Keeping the announcer's booth, concession stand, and rest rooms clean and safe during the activity.
 - Keeping all litter picked up around the dugouts, bleachers, fields, fences, concession stands, etc. and placing all litter in the proper trash receptacles at the conclusion of each activity (practice, games, etc...).
3. The Association does hereby agree to indemnify and to hold the City harmless from any and all claims or liability which results from the use by the Association of the above described premises and facilities.

**YOUTH ATHLETIC ASSOCIATION'S MAINTENANCE
RESPONSIBILITIES**

- a. The Association is responsible for daily clean-up, placing litter in the proper containers, for cleaning the concession stand. At the end of the season, (ending date on the Facility Use Permit) the Association is required to remove all supplies and equipment from the concession stand and storage buildings within seven (7) days unless permission to do otherwise is given in writing by the Department of Parks & Recreation.
 - Dragging, raking and lining the fields during the season.
 - Keeping the announcer's booth, concession stand, and rest rooms clean and safe during the activity.
 - Keeping all litter picked up around the dugouts, bleachers, fields, fences, concession stands, etc. and placing all litter in the

proper trash receptacles at the conclusion of each activity (practice, games, etc...).

- b. The Association must receive written permission from the City to use association locks on buildings, light boxes, and gates. When such permission is granted, the Association must furnish the City with a tagged key to each lock. Failure to supply said keys will result in the locks being cut.
- c. The Association shall obtain the prior written approval and consent of the City before making any repairs, improvements, additions or alterations to said premises, and all improvements, additions, or alterations which may be approved and shall become the property of the County and remain upon the said premises and be surrendered with the premises at the termination of this agreement. Failure to obtain prior written authorization from the City can constitute cause for immediate termination of this agreement.
- d. The Association will maintain any and all improvements that in the opinion of the City are for the primary benefit of the user.
- e. The Association is responsible for reporting all acts of vandalism to the facility or Association property to the City and the local Police Department. A copy of the police report must be filed with the City of South Fulton Department of Parks and Recreation.
- f. The Association shall not use the said premises for any purpose other than that of youth athletic practices, games, meetings, clinics, and demonstrations for the promotion of the sport, community interest and welfare.
- g. The Association agrees to take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the term of this agreement, and shall comply with and execute all rules, orders, and regulations of the Southeastern Underwriters Association for the prevention of fires.
- h. The City or any of its agents or employees shall have the right to enter on the said premise at any time during the term of this Agreement to examine, inspect, or supervise as deemed necessary.

YOUTH ATHLETIC ASSOCIATION'S SAFETY PRECAUTIONS

- a. The Association agrees to administer activities at said facility in a safe and professional manner, having a sufficient number of adults present to supervise all scheduled activities, from the time the first young person arrives until the last one departs. No practice or games during the school year may begin past 6:30 p.m.
- b. A designated adult shall be placed in charge of operating the field lights each night and must be sure all such lights are out before departing the area.
- c. The City has the right to cancel any scheduled activity on an athletic field during bad weather when it is determined that such activity would damage the field. Persistent damage to City facilities by an Association will result in the Association being prohibited from using City facilities.
- d. In the event of lightning, for the safety of the participants, all play shall be suspended until the danger has passed. When the field is cleared of participants, all children should be directed away from all metal objects, equipment, backstops, fences, etc.

CONDITIONS FOR RESOLUTION

- a. The rights of the City under this agreement shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
- b. If the Association defaults on any obligation under this agreement or violates any term hereof, the City may terminate the agreement.
- c. Each party may terminate this agreement without further obligation by giving the other thirty (30) days' notice in writing.
- d. This agreement may be modified only by a written agreement, signed by both the Association President the City Manager and City Council.
- e. The Association agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City because of the violation or alleged violation of any terms or provisions of this agreement.
- f. For the purpose of this agreement, any notices required to be sent to the Association shall be hand delivered or mailed to the President of the Association at the following address: **P.O. Box 935, Red Oak Georgia 30272**

Any notices required to be sent to the City shall be hand delivered or mailed to the City of South Fulton Department of Parks & Recreation, at 5565 Stonewall Tell Rd, College Park, GA 30349

I, _____, President of the **Welcome All Park Youth Athletic Association**, have read and hereby agree that the Association will abide by the terms and conditions of this Facility Use Agreement. I also understand that failure to abide by these policies could result in loss of the athletic fields permit(s) and that I may be held personally liable as President of the Association.

In Witness Whereof, the parties hereto have set their hands and seals.

Approved:

Odie Donald, City Manger
City of South Fulton

Tony Phillips, Director
Department of Parks and Recreation

Approved as to form:

Emilia C. Walker, City Attorney

Gregory Browning, President
Welcome All Youth Athletic Association

Attest:

S. Diane White
Clerk of the City Council

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Facility Use Agreement between the City of South Fulton and South Fulton Pop Warner Sharks

DATE: May 26, 2020

SUBJECT: Council Approval of Facility Use Agreement between the City of South Fulton and South Fulton Pop Warner Sharks

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Facility Use Agreement South Fulton Pop Warner Sharks	Cover Memo	5/20/2020

**CITY OF SOUTH FULTON
DEPARTMENT OF PARKS & RECREATION
FACILITY USE AGREEMENT**

This agreement made and entered into this 13th day of May, 2020, by and between **City of South Fulton, Georgia** hereinafter called "**City**" and **South Fulton Pop Warner Sharks** a non-profit organization, hereinafter referred to as "**Association**". The term of this Agreement is for the period of May 13th, 2020 through May 12th, 2021.

WITNESSETH:

Whereas, the Association and the City are mutually interested in and concerned with providing and making available recreation programs, activities, and facilities for the use and benefit of the citizens of City of South Fulton, Georgia; and

Whereas, the City operates the property and facilities located at **2775 Creel Road, South Fulton, Georgia 30349**

Whereas, the Association desires to conduct youth athletic activities and make improvements as approved by the City.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. The City agrees to:

- (a) Allow the use of the existing facility to said Athletic Association under expressed terms and conditions set forth by City of South Fulton.
- (b) Provide a prepared field at the beginning of the season. Repair all fences, gates, backstops, park buildings and structures as needed.
- (c) Clean rest rooms on Monday, Wednesday, Friday (daily when time and schedules allow).
- (d) Empty all trash cans a minimum of once a week (twice a week when workload permits).
- (e) Mow the grass on the playing field once a week when weather allows.
- (f) The payment of all utility bills on athletic fields.

2. The Association agrees to:

(a) Provide a youth sports program as a service to the City in accordance with all guidelines set forth by the Policies & Procedures for Youth Athletic Associations Operating on City of South Fulton Property. The Association will adhere to and abide by Sections I through IV of the Policies and Procedures for Athletic Associations Operating on City of South Fulton Property which is incorporated and made a part of this Facility Use Agreement.

(b) Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.

(c) Reinvest the following services and/or provisions into the City of South Fulton facility listed above:

- Dragging, raking and lining the fields during the season.
- Keeping the announcer's booth, concession stand, and rest rooms clean and safe during the activity.
- Keeping all litter picked up around the dugouts, bleachers, fields, fences, concession stands, etc. and placing all litter in the proper trash receptacles at the conclusion of each activity (practice, games, etc...).

3. The Association does hereby agree to indemnify and to hold the City harmless from any and all claims or liability which results from the use by the Association of the above described premises and facilities.

**YOUTH ATHLETIC ASSOCIATION'S MAINTENANCE
RESPONSIBILITIES**

- a. The Association is responsible for daily clean-up, placing litter in the proper containers, for cleaning the concession stand. At the end of the season, (ending date on the Facility Use Permit) the Association is required to remove all supplies and equipment from the concession stand and storage buildings within seven (7) days unless permission to do otherwise is given in writing by the Department of Parks & Recreation.

- Dragging, raking and lining the fields during the season.
- Keeping the announcer's booth, concession stand, and rest rooms clean and safe during the activity.
- Keeping all litter picked up around the dugouts, bleachers, fields, fences, concession stands, etc. and placing all litter in the

proper trash receptacles at the conclusion of each activity (practice, games, etc...).

- b. The Association must receive written permission from the City to use association locks on buildings, light boxes, and gates. When such permission is granted, the Association must furnish the City with a tagged key to each lock. Failure to supply said keys will result in the locks being cut.
- c. The Association shall obtain the prior written approval and consent of the City before making any repairs, improvements, additions or alterations to said premises, and all improvements, additions, or alterations which may be approved and shall become the property of the County and remain upon the said premises and be surrendered with the premises at the termination of this agreement. Failure to obtain prior written authorization from the City can constitute cause for immediate termination of this agreement.
- d. The Association will maintain any and all improvements that in the opinion of the City are for the primary benefit of the user.
- e. The Association is responsible for reporting all acts of vandalism to the facility or Association property to the City and the local Police Department. A copy of the police report must be filed with the City of South Fulton Department of Parks and Recreation.
- f. The Association shall not use the said premises for any purpose other than that of youth athletic practices, games, meetings, clinics, and demonstrations for the promotion of the sport, community interest and welfare.
- g. The Association agrees to take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the term of this agreement, and shall comply with and execute all rules, orders, and regulations of the Southeastern Underwriters Association for the prevention of fires.
- h. The City or any of its agents or employees shall have the right to enter on the said premise at any time during the term of this Agreement to examine, inspect, or supervise as deemed necessary.

YOUTH ATHLETIC ASSOCIATION'S SAFETY PRECAUTIONS

- a. The Association agrees to administer activities at said facility in a safe and professional manner, having a sufficient number of adults present to supervise all scheduled activities, from the time the first young person arrives until the last one departs. No practice or games during the school year may begin past 6:30 p.m.
- b. A designated adult shall be placed in charge of operating the field lights each night and must be sure all such lights are out before departing the area.
- c. The City has the right to cancel any scheduled activity on an athletic field during bad weather when it is determined that such activity would damage the field. Persistent damage to City facilities by an Association will result in the Association being prohibited from using City facilities.
- d. In the event of lightning, for the safety of the participants, all play shall be suspended until the danger has passed. When the field is cleared of participants, all children should be directed away from all metal objects, equipment, backstops, fences, etc.

CONDITIONS FOR RESOLUTION

- a. The rights of the City under this agreement shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
- b. If the Association defaults on any obligation under this agreement or violates any term hereof, the City may terminate the agreement.
- c. Each party may terminate this agreement without further obligation by giving the other thirty (30) days' notice in writing.
- d. This agreement may be modified only by a written agreement, signed by both the Association President the City Manager and City Council.
- e. The Association agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City because of the violation or alleged violation of any terms or provisions of this agreement.
- f. For the purpose of this agreement, any notices required to be sent to the Association shall be hand delivered or mailed to the President of the Association at the following address: 535 Shire lane, Fairburn, Georgia 30213.

Any notices required to be sent to the City shall be hand delivered or mailed to the City of South Fulton Department of Parks & Recreation, at 5565 Stonewall Tell Rd, College Park, GA 30349

I, _____, President of the **South Fulton Pop Warner Sharks**, have read and hereby agree that the Association will abide by the terms and conditions of this Facility Use Agreement. I also understand that failure to abide by these policies could result in loss of the athletic fields permit(s) and that I may be held personally liable as President of the Association.

In Witness Whereof, the parties hereto have set their hands and seals.

Approved:

Odie Donald, City Manger
City of South Fulton

Tony Phillips, Director
Department of Parks and Recreation

Approved as to form:

Emilia C. Walker, City Attorney

Obie Smith, President
South Fulton Pop Warner Sharks

Attest:

S. Diane White
Clerk of the City Council

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Facility Use Agreement between the City of South Fulton and Georgia Lions Athletic Association, Inc.

DATE: May 26, 2020

SUBJECT: Council Approval of Facility Use Agreement between the City of South Fulton and Georgia Lions Athletic Association, Inc.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Facility Use Agreement Georgia Lions Athletic Assoc	Cover Memo	5/20/2020

**CITY OF SOUTH FULTON
DEPARTMENT OF PARKS & RECREATION
FACILITY USE AGREEMENT**

This agreement made and entered into this 13th day of May, 2020, by and between **City of South Fulton, Georgia** hereinafter called "**City**" and **Georgia Lions Athletic Association, Inc.** a non-profit organization, hereinafter referred to as "**Association**". The term of this Agreement is for the period of May 13th, 2020 through May 12th, 2021.

WITNESSETH:

Whereas, the Association and the City are mutually interested in and concerned with providing and making available recreation programs, activities, and facilities for the use and benefit of the citizens of City of South Fulton, Georgia; and

Whereas, the City operates the property and facilities located at **8095 Wilkerson Mill Road, South Fulton, Georgia 30268**

Whereas, the Association desires to conduct youth athletic activities and make improvements as approved by the City.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. The City agrees to:

- (a) Allow the use of the existing facility to said Athletic Association under expressed terms and conditions set forth by City of South Fulton.
- (b) Provide a prepared field at the beginning of the season. Repair all fences, gates, backstops, park buildings and structures as needed.
- (c) Clean rest rooms on Monday, Wednesday, Friday (daily when time and schedules allow).
- (d) Empty all trash cans a minimum of once a week (twice a week when workload permits).
- (e) Mow the grass on the playing field once a week when weather allows.
- (f) The payment of all utility bills on athletic fields.

2. The Association agrees to:

- (a) Provide a youth sports program as a service to the City in accordance with all guidelines set forth by the Policies & Procedures for Youth Athletic Associations Operating on City of South Fulton Property. The Association will adhere to and abide by Sections I through IV of the Policies and Procedures for Athletic Associations Operating on City of South Fulton Property which is incorporated and made a part of this Facility Use Agreement.
- (b) Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
- (c) Reinvest the following services and/or provisions into the City of South Fulton facility listed above:
 - Dragging, raking and lining the fields during the season.
 - Keeping the announcer's booth, concession stand, and rest rooms clean and safe during the activity.
 - Keeping all litter picked up around the dugouts, bleachers, fields, fences, concession stands, etc. and placing all litter in the proper trash receptacles at the conclusion of each activity (practice, games, etc...).

3. The Association does hereby agree to indemnify and to hold the City harmless from any and all claims or liability which results from the use by the Association of the above described premises and facilities.

**YOUTH ATHLETIC ASSOCIATION'S MAINTENANCE
RESPONSIBILITIES**

- a. The Association is responsible for daily clean-up, placing litter in the proper containers, for cleaning the concession stand. At the end of the season, (ending date on the Facility Use Permit) the Association is required to remove all supplies and equipment from the concession stand and storage buildings within seven (7) days unless permission to do otherwise is given in writing by the Department of Parks & Recreation.
 - Dragging, raking and lining the fields during the season.
 - Keeping the announcer's booth, concession stand, and rest rooms clean and safe during the activity.
 - Keeping all litter picked up around the dugouts, bleachers, fields, fences, concession stands, etc. and placing all litter in the

proper trash receptacles at the conclusion of each activity (practice, games, etc...).

- b. The Association must receive written permission from the City to use association locks on buildings, light boxes, and gates. When such permission is granted, the Association must furnish the City with a tagged key to each lock. Failure to supply said keys will result in the locks being cut.
- c. The Association shall obtain the prior written approval and consent of the City before making any repairs, improvements, additions or alterations to said premises, and all improvements, additions, or alterations which may be approved and shall become the property of the County and remain upon the said premises and be surrendered with the premises at the termination of this agreement. Failure to obtain prior written authorization from the City can constitute cause for immediate termination of this agreement.
- d. The Association will maintain any and all improvements that in the opinion of the City are for the primary benefit of the user.
- e. The Association is responsible for reporting all acts of vandalism to the facility or Association property to the City and the local Police Department. A copy of the police report must be filed with the City of South Fulton Department of Parks and Recreation.
- f. The Association shall not use the said premises for any purpose other than that of youth athletic practices, games, meetings, clinics, and demonstrations for the promotion of the sport, community interest and welfare.
- g. The Association agrees to take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the term of this agreement, and shall comply with and execute all rules, orders, and regulations of the Southeastern Underwriters Association for the prevention of fires.
- h. The City or any of its agents or employees shall have the right to enter on the said premise at any time during the term of this Agreement to examine, inspect, or supervise as deemed necessary.

YOUTH ATHLETIC ASSOCIATION'S SAFETY PRECAUTIONS

- a. The Association agrees to administer activities at said facility in a safe and professional manner, having a sufficient number of adults present to supervise all scheduled activities, from the time the first young person arrives until the last one departs. No practice or games during the school year may begin past 6:30 p.m.
- b. A designated adult shall be placed in charge of operating the field lights each night and must be sure all such lights are out before departing the area.
- c. The City has the right to cancel any scheduled activity on an athletic field during bad weather when it is determined that such activity would damage the field. Persistent damage to City facilities by an Association will result in the Association being prohibited from using City facilities.
- d. In the event of lightning, for the safety of the participants, all play shall be suspended until the danger has passed. When the field is cleared of participants, all children should be directed away from all metal objects, equipment, backstops, fences, etc.

CONDITIONS FOR RESOLUTION

- a. The rights of the City under this agreement shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
- b. If the Association defaults on any obligation under this agreement or violates any term hereof, the City may terminate the agreement.
- c. Each party may terminate this agreement without further obligation by giving the other thirty (30) days' notice in writing.
- d. This agreement may be modified only by a written agreement, signed by both the Association President the City Manager and City Council.
- e. The Association agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City because of the violation or alleged violation of any terms or provisions of this agreement.
- f. For the purpose of this agreement, any notices required to be sent to the Association shall be hand delivered or mailed to the President of the Association at the following address: 187 Moury Avenue S.W., Apt. 1807 Atlanta, Georgia 30315

Any notices required to be sent to the City shall be hand delivered or mailed to the City of South Fulton Department of Parks & Recreation, at 5565 Stonewall Tell Rd, College Park, GA 30349

I, _____, President of the **Georgia Lions Athletic Association, Inc.**, have read and hereby agree that the Association will abide by the terms and conditions of this Facility Use Agreement. I also understand that failure to abide by these policies could result in loss of the athletic fields permit(s) and that I may be held personally liable as President of the Association.

In Witness Whereof, the parties hereto have set their hands and seals.

Approved:

Odie Donald, City Manger
City of South Fulton

Tony Phillips, Director
Department of Parks and Recreation

Approved as to form:

Emilia C. Walker, City Attorney

Dorell McCroery, President
Georgia Lions Athletic Association, Inc.

Attest:

S. Diane White
Clerk of the City Council

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Facility Use Agreement between the City of South Fulton and Future Seekers, Inc.

DATE: May 26, 2020

SUBJECT: Council Approval of Facility Use Agreement between the City of South Fulton and Future Seekers, Inc.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Facility Use Agreement Fulton Seekers, Inc.	Cover Memo	5/20/2020

CITY OF SOUTH FULTON DEPARTMENT PARKS & RECREATION
FACILITY USE AGREEMENT

This Agreement made and entered into this 13th day of May, 2020 by and between City of South Fulton, Georgia ("City") and **Future Seekers, Inc.**, a non-profit organization ("Future Seekers"). The term of this Agreement is for the period of May 13th, 2020 through May 12th, 2021, with the option to renew for three (3) successive one-year terms.

WITNESSETH:

Whereas, Future Seekers and the City are mutually interested in and concerned with providing and making available recreation programs, activities, and facilities for the use and benefit of the citizens of City of South Fulton, Georgia; and

Whereas, the City operates the property and facilities located at **2775 Creel Road, College Park, GA 30349** ("facility") and **5320 Campbellton Road, SW, South Fulton, Georgia 30331**; and

Whereas, Future Seekers desires to conduct **teen related summer and after school activities** at the facility.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. **The City agrees to:**

- (a) Allow the use of the existing facility to Future Seekers under express terms and conditions set forth by City of South Fulton.
- (b) Provide a clean facility for the start of the program.
- (c) Clean rest rooms on a regular basis each week.
- (d) Empty all trash cans on a regular basis each week.
- (e) Pay all utility bills for the facility.

2. **Future Seekers, Inc. agrees to:**

- (a) Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, City and city governments where applicable, including but not limited to City of South Fulton Code Sections _____ through _____, related to Facility Rules and Regulations
- (b) Future Seekers shall obtain the prior written approval and consent of the City before making any repairs, improvements, additions or alterations to the facility, and all improvements, additions, or alterations which may be approved shall become the property of the City and remain upon the premises and be surrendered with the premises at the termination of this Agreement. Failure to obtain prior written authorization from the City may constitute cause for immediate termination of this Agreement.
- (c) Future Seekers will maintain any and all improvements that, in the opinion of the City, are for the primary benefit of the user.
- (d) Future Seekers is responsible for reporting all acts of vandalism to the facility or Future Seekers, Inc.'s property to the City and the City of South Fulton Police Department. A copy of the police report must be filed with the City of South Fulton Department of Parks and Recreation.
- (e) Future Seekers shall not use the said premises for any purpose other than that of teen after school activities & summer programs or the promotion of the program, community interest and welfare.
- (f) Future Seekers agrees to take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the term of this Agreement, and shall comply with and execute all rules, orders, and regulations of the Southeastern Underwriters Association for the prevention of fires.
- (g) The City or any of its agents or employees shall have the right to enter on the premises at any time during the term of this Agreement to examine, inspect, or supervise as deemed necessary.
- (h) Future Seekers does hereby agree to indemnify and hold harmless the City, the Mayor and City Council, the City's officers, employees, successors, assigns and agents against any and all claims or liability which results from Future Seekers use of the facility.

FUTURE SEEKERS MAINTENANCE RESPONSIBILITIES

- (a) Future Seekers is responsible for clean-up and placing litter in the proper containers.
- (b) Future Seekers shall keep pick up all litter in and around the facility and place all litter in the proper trash receptacles at the conclusion of each activity.
- (c) Future Seekers shall cooperate with City of South Fulton staff regarding maintenance and proper upkeep of the facility.
- (d) Any plan for facility improvements must be approved in advance by the Fulton City Department of Parks & Recreation.
- (e) Future Seekers shall report any dangerous or faulty equipment to the City of South Fulton Department of Parks & Recreation. Work requests for general maintenance or special needs on existing facilities should be made in writing to the City of South Fulton Department of Parks & Recreation.

You may also call the central office for Park Maintenance:

City of South Fulton Department of Parks & Recreation
5565 Stonewall Tell Road
College Park, GA 30349
404-809-PARK (7275)

- (f) Future Seekers agrees to administer activities at said facility in a safe and professional manner, have a sufficient number of adults present to supervise all scheduled activities, from the time the first participant arrives until the last one departs.

FUTURE SEEKERS SAFETY PRECAUTIONS

- (a) Future Seekers agrees to administer activities at the facility in a safe and professional manner.
- (b) The City has the right to cancel any scheduled activity in the facility when it is determined that such activity would severely damage the facility and/or its furniture. Persistent damage to City facilities by Future Seekers will result in Future Seekers being prohibited from using City facilities.

CONDITIONS FOR RESOLUTION

- (a) The rights of the City under this Agreement shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
- (b) If Future Seekers defaults on any obligation under this Agreement or violates any term hereof, the City may terminate the Agreement.
- (c) Each party may terminate this Agreement without further obligation by giving the other thirty (30) days' notice in writing.
- (d) This Agreement may be modified only by a written Agreement, approved by the City of South Fulton City Council, signed by both the Director of the Department of Parks and Recreation, the Director of Future Seekers, the Clerk to the Council and the Mayor of the City of South Fulton.
- (e) Future Seekers agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Agreement.
- (f) Future seekers may not allow a third party organization to conduct related activities. City of South Fulton Department of Parks and Recreation must approve any third party agreements.
- (g) For purposes of this Agreement, any notices required to be sent to Future Seekers shall be hand delivered or mailed to the Director of Future Seekers at [fill in blank]. Any notices required to be sent to the City shall be hand delivered or mailed to the City of South Fulton Department of Parks & Recreation, , at 5565 Stonewall Tell Road, College Park, GA 30349 Attn: Director

INSURANCE REQUIREMENTS

Prior to commencing any activities in conjunction with this Agreement, Future Seekers shall, at their sole expense, procure and maintain insurance coverage of the types and in the amounts described below. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than A- VIII with coverage forms acceptable to City of South Fulton. The insurance described below shall be maintained uninterrupted for the duration of the Agreement. Future Seekers shall furnish a Certificate of Insurance executed by a duly authorized representative of each carrier, as evidence of compliance with the insurance requirements as specified herein.

- (i) Commercial General Liability with coverage limits of no less than \$1,000,000.00 per occurrence/aggregate for Bodily Injury and Property Damage liability
- (ii) Workers Compensation and Employers Liability providing statutory benefits and Employers Liability Insurance coverage with coverage limits of no less than \$100k - \$500k - \$100k.

City of South Fulton Government shall be included as an "Additional Insured" under the CGL via endorsement to the Future Seekers policy by attachment of ISO Additional Insured Endorsement form CG 2010 (11/85 version), its equivalent or on a blanket basis. Additional Insured coverage afforded by Future Seekers CGL insurance shall be primary and non-contributory with a waiver of subrogation provided in favor of City of South Fulton Government.

I, _____, Director of the _____ Future Seekers, Inc. have read and hereby agree that Future Seekers, Inc. will abide by the terms and conditions of this Facility Use Agreement. I also understand that failure to abide by these policies could result in loss of the facility permit(s) and that I may be held personally liable as Director of Future Seekers, Inc.

In Witness Whereof, the parties hereto have set their hands and seals.

Approved:

Tony M. Phillips, Director
Department of Parks & Recreation

Odie Donald, II City Manager
City of South Fulton

Sandra Hall-Lay
Director of Future Seekers, Inc

Approved as to form:

Attest:

Emilia Walker
City Attorney

S. Diane White
City Clerk

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Instructor/Service Contract between the City of South Fulton and Emerson Williams Karate for Karate at Sandtown Park

DATE: May 26, 2020

SUBJECT: Council Approval of Instructor/Service Contract between the City of South Fulton and Emerson Williams Karate for Karate at Sandtown Park

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_Emerson Williams Karate	Cover Memo	5/20/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 13th day of May, 2020 by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and Emerson Williams Karate, hereinafter referred to as the Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in Karate at Sandtown Recreation Center Facility and to abide by the terms of the Contract listed herein below.

2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal sum C & D below)

- | | |
|-------------------------------------|------------|
| A. Instructor's Percentage | <u>70%</u> |
| B. Instructor's Wage per Registrant | _____ |
| C. Rec. Dept. Fee per Registrant | _____ |
| D. Day(s) Activity Occurs | _____ |
| E. Time(s) Activity Meets | _____ |
| F. Date Activity Begins | _____ |
| G. Activity to be held (4 of times) | _____ |
| H. Supplies: City Provided | _____ |
| Instructor Provided | _____ |
| Not Applicable | _____ |

- | | |
|---------------------------------|---------------------------|
| A. Event: | _____ |
| B. Corals Wage/Event\$ | _____ |
| C. Contractor to be utilized at | _____ |
| All events | _____ |
| On a continuing sis | _____ |
| As needed | _____ |
| D. Day(s) of event(s) | _____ |
| E. Time(s) of event(s) | _____ |
| F. Date program(s) begin(s) | _____ |
| G. Supplies | City Provided _____ |
| | Instructor Provided _____ |
| | Not Applicable _____ |

Instruction/services provided in this agreement will end on or before May 12th, 2021

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor, and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.
7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this agreement
8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks & Recreation.
9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.
10. Instructors must immediately notify the _____ Center personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory

Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.

12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

Emerson Williams
303 Allegrini Drive
Atlanta, GA, 30349
19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs

5565 Stonewall Tell Road

College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Whereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:
FULTON CITY, GEORGIA

CONTRACTOR:

Emerson Williams

William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Instructor/Service Contract between the City of South Fulton and Reva Walker for Zumba at Welcome All Park

DATE: May 26, 2020

SUBJECT: Council Approval of Instructor/Service Contract between the City of South Fulton and Reva Walker for Zumba at Welcome All Park

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_Reva Walker Zumba	Cover Memo	5/20/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 13th day of May, 2020 by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and Reva Walker, hereinafter referred to as the Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in Zumba at Welcome All Park Facility and to abide by the terms of the Contract listed herein below.

2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal
sum C & D below)

- | | |
|-------------------------------------|------------|
| A. Instructor's Percentage | <u>70%</u> |
| B. Instructor's Wage per Registrant | _____ |
| C. Rec. Dept. Fee per Registrant | _____ |
| D. Day(s) Activity Occurs | _____ |
| E. Time(s) Activity Meets | _____ |
| F. Date Activity Begins | _____ |
| G. Activity to be held (4 of times) | _____ |
| H. Supplies: City Provided | _____ |
| Instructor Provided | _____ |
| Not Applicable | _____ |

- | | |
|---------------------------------|-------|
| A. Event: | _____ |
| B. Corals Wage/Event\$ | _____ |
| C. Contractor to be utilized at | _____ |
| All events | _____ |
| On a continuing sis | _____ |
| As needed | _____ |
| D. Day(s) of event(s) | _____ |
| E. Time(s) of event(s) | _____ |
| F. Date program(s) begin(s) | _____ |
| G. Supplies: City Provided | _____ |
| Instructor Provided | _____ |
| Not Applicable | _____ |

Instruction/services provided in this agreement will end on or before May 12th, 2021

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor, and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.
6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to

obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.

7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this agreement
8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks & Recreation.
9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.
10. Instructors must immediately notify the _____ Center personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory

Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.

12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.
13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.

14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

Reva Walker
100 Wyngate Circle
Fayetteville, Georgia 30215
19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
5565 Stonewall Tell Road
College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Whereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:
FULTON CITY, GEORGIA

CONTRACTOR:

Reva Walker

William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Instructor/Service Contract between the City of South Fulton and Phaedra Wells for Yoga at Welcome All Park

DATE: May 26, 2020

SUBJECT: Council Approval of Instructor/Service Contract between the City of South Fulton and Phaedra Wells for Yoga at Welcome All Park

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_Phaedra Wells Yoga	Cover Memo	5/20/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 13th day of May, 2020 by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and Phaedra Wells, hereinafter referred to as the Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in Yoga at Welcome All Park Facility and to abide by the terms of the Contract listed herein below.

2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal sum C & D below)

- | | |
|-------------------------------------|------------|
| A. Instructor's Percentage | <u>70%</u> |
| B. Instructor's Wage per Registrant | _____ |
| C. Rec. Dept. Fee per Registrant | _____ |
| D. Day(s) Activity Occurs | _____ |
| E. Time(s) Activity Meets | _____ |
| F. Date Activity Begins | _____ |
| G. Activity to be held (4 of times) | _____ |
| H. Supplies: City Provided | _____ |
| Instructor Provided | _____ |
| Not Applicable | _____ |

- | | |
|---------------------------------|---------------------|
| A. Event: | _____ |
| B. Corals Wage/Event\$ | _____ |
| C. Contractor to be utilized at | _____ |
| All events | _____ |
| On a continuing sis | _____ |
| As needed | _____ |
| D. Day(s) of event(s) | _____ |
| E. Time(s) of event(s) | _____ |
| F. Date program(s) begin(s) | _____ |
| G. Supplies | City Provided _____ |
| Instructor Provided | _____ |
| Not Applicable | _____ |

Instruction/services provided in this agreement will end on or before May 12th, 2021

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor, and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.
6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to

obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.

7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this agreement
8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks & Recreation.
9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.
10. Instructors must immediately notify the _____ Center personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory

Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.

12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.
13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.

14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

Phaedra Wells
124 Crumbley Street, SE
Atlanta, Georgia 30312
19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
5565 Stonewall Tell Road
College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Whereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:
FULTON CITY, GEORGIA

CONTRACTOR:

Phaedra Wells

William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Instructor/Service Contract between the City of South Fulton and Thorne Martial Arts, Inter., LLC for Karate at Welcome All Park

DATE: May 26, 2020

SUBJECT: Council Approval of Instructor/Service Contract between the City of South Fulton and Thorne Martial Arts, Inter., LLC for Karate at Welcome All Park

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_Thorne Martial Arts	Cover Memo	5/20/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 13th day of May, 2020 by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and Thorne Martial Arts, Inter., LLC, hereinafter referred to as the Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in Karate at Welcome All Park Facility and to abide by the terms of the Contract listed herein below.

2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal
sum C & D below)

- | | |
|-------------------------------------|------------|
| A. Instructor's Percentage | <u>70%</u> |
| B. Instructor's Wage per Registrant | _____ |
| C. Rec. Dept. Fee per Registrant | _____ |
| D. Day(s) Activity Occurs | _____ |
| E. Time(s) Activity Meets | _____ |
| F. Date Activity Begins | _____ |
| G. Activity to be held (# of times) | _____ |
| H. Supplies: City Provided | _____ |
| Instructor Provided | _____ |
| Not Applicable | _____ |

- | | |
|---------------------------------|-------|
| A. Event: | _____ |
| B. Corals Wage/Event\$ | _____ |
| C. Contractor to be utilized at | _____ |
| All events | _____ |
| On a continuing sis | _____ |
| As needed | _____ |
| D. Day(s) of event(s) | _____ |
| E. Time(s) of event(s) | _____ |
| F. Date program(s) begin(s) | _____ |
| G. Supplies City Provided | _____ |
| Instructor Provided | _____ |
| Not Applicable | _____ |

Instruction/services provided in this agreement will end on or before May 12th, 2021

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor, and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.
7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this agreement
8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks & Recreation.
9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.
10. Instructors must immediately notify the _____ Center personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory

Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.

12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

Thorne Martial Arts, Inter. LLC
832 Brisley Circle
Hampton, Georgia 30228
19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
5565 Stonewall Tell Road
College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Whereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:
FULTON CITY, GEORGIA

CONTRACTOR:

Greg Thornton

William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Instructor/Service Contract between the City of South Fulton and South Atlanta Tennis Community Association for Tennis at the South Fulton Tennis Center

DATE: May 26, 2020

SUBJECT: Council Approval of Instructor/Service Contract between the City of South Fulton and South Atlanta Tennis Community Association for Tennis at the South Fulton Tennis Center

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_South Atlanta Tennis Community Assoc	Cover Memo	5/20/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 13th day of May, 2020 by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and South Atlanta Tennis Community Association, hereinafter referred to as the Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in Tennis at South Fulton and Burdett Tennis Centers Facility and to abide by the terms of the Contract listed herein below.
2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal
sum C & D below)

- | | |
|-------------------------------------|------------|
| A. Instructor's Percentage | <u>60%</u> |
| B. Instructor's Wage per Registrant | _____ |
| C. Rec. Dept. Fee per Registrant | _____ |
| D. Day(s) Activity Occurs | _____ |
| E. Time(s) Activity Meets | _____ |
| F. Date Activity Begins | _____ |
| G. Activity to be held (4 of times) | _____ |
| H. Supplies: | |
| City Provided | _____ |
| Instructor Provided | _____ |
| Not Applicable | _____ |

- | | |
|---------------------------------|---------------------------|
| A. Event: | _____ |
| B. Corals Wage/Event\$ | _____ |
| C. Contractor to be utilized at | _____ |
| All events | _____ |
| On a continuing sis | _____ |
| As needed | _____ |
| D. Day(s) of event(s) | _____ |
| E. Time(s) of event(s) | _____ |
| F. Date program(s) begin(s) | _____ |
| G. Supplies | City Provided _____ |
| | Instructor Provided _____ |
| | Not Applicable _____ |

Instruction/services provided in this agreement will end on or before May 12th, 2021

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor, and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.
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8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks & Recreation.
9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.
10. Instructors must immediately notify the _____ Center personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory
Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.
12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

Sam Kennedy
6320 Colonial View
College Park, Georgia 30349
19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
5565 Stonewall Tell Road
College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Whereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:
FULTON CITY, GEORGIA

CONTRACTOR:

Sam Kennedy

William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Facility Use Agreement between the City of South Fulton and Miracle League of South Fulton

DATE: May 26, 2020

SUBJECT: Council Approval of Facility Use Agreement between the City of South Fulton and Miracle League of South Fulton

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Facility Use Agreement Miracle League of South Fulton	Cover Memo	5/20/2020

CITY OF SOUTH FULTON
DEPARTMENT OF PARKS & RECREATION
FACILITY USE AGREEMENT

This Agreement ("Agreement") made and entered into this 13th day of May, 2020, by and between The City of South Fulton, Georgia ("City") and **Miracle League of South Fulton, Inc.**, a non-profit organization ("Miracle League"). The term of this Agreement is for the period of May 13th, 2020 through May 12th, 2021.

WITNESSETH:

Whereas, Miracle League and the City are mutually interested in and concerned with providing and making available recreation programs, activities, and facilities for the use and benefit of the citizens of the City of South Fulton, Georgia; and

Whereas, the City operates the property and facilities located at **4255 Will Lee Road, College Park, GA 30349** ("Facility");

Whereas, Miracle League desires to provide recreational opportunities for children with disabilities to play Miracle League baseball, regardless of their abilities at the Facilities.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. The City agrees to:

- (a) Allow use of the Facilities to Miracle League as set forth in this Agreement, and subject to applicable state, federal and local ordinances, laws, rules and regulations.

2. Miracle League, Inc. agrees to:

- (a) Comply with all comply with all applicable state, federal and local statutes, ordinances, rules, orders, regulations, as they may be amended from time to time.
- (b) Obtain the prior written approval and consent of the City before making any repairs, improvements, additions or alterations to the Facilities. Miracle League further agrees and acknowledges that any and all improvements, additions, or alterations which may be approved shall become the property of the City and remain upon the premises and be surrendered with the premises at the termination of this Agreement. Failure to obtain prior written authorization from the City may cause for immediate termination of this Agreement.
- (c) Miracle League will maintain any and all improvements that, in the opinion of the City, are for the primary benefit of Miracle League's participants and/or invitees.

- (d) Miracle League is responsible for reporting all acts of vandalism to the Facilities or Miracle League, Inc.'s property to the City and the local Police Department. A copy of the police report must be filed by Miracle League with the City Department of Parks and Recreation.
- (e) Miracle League shall not use the Facilities for any purpose other than that of providing recreational opportunities for children with disabilities.
- (f) Miracle League agrees to take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the term of this Agreement, and shall comply with and execute all rules, orders, and regulations of the Southeastern Underwriters Association for the prevention of fires.
- (g) The City or any of its agents or employees shall have the right to enter on the premises at any time during the term of this Agreement to examine, inspect, or supervise as deemed necessary.
- (h) Miracle League does hereby agree to indemnify and hold harmless the City, the City Council, the City's officers, employees, successors, assigns and agents against any and all claims or liability which results from Miracle League use of the Facilities.

MIRACLE LEAGUE MAINTENANCE RESPONSIBILITIES

- (a) Miracle League is responsible for clean-up and placing litter in the proper containers.
- (b) Miracle League shall pick and place all litter and trash at the Facilities in the proper trash receptacles at the conclusion of its activities.
- (c) Miracle League shall cooperate with City's Department of Parks & Recreation staff regarding maintenance and proper upkeep of the Facilities.
- (d) Miracle League shall report any dangerous or faulty equipment to the City Department of Parks & Recreation. Work requests for general maintenance or special needs on existing facilities should be made in writing to the City Department of Parks & Recreation.
- (e) Miracle League may also call the nearest Recreation Center for Park and Facilities Maintenance at:
 - Parks Administration Office
 - 5565 Stonewall Tell Road
 - College Park, GA 30349
 - 470-809-PARK (7275)

- (f) Miracle League shall have a sufficient number of adults present to supervise all its scheduled activities, from the time the first participant arrives until the last one departs.

MIRACLE LEAGUE SAFETY PRECAUTIONS

- (a) Miracle League agrees to administer activities at the Facilities in a safe and professional manner.
- (b) The City has the right to cancel any scheduled activity in the Facilities when it is determined that such activity would severely damage the Facilities and/or its furniture. Persistent damage to City facilities by Miracle League will result in Miracle League being prohibited from using City facilities.

OTHER CONDITIONS

- (a) The rights of the City under this Agreement shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
- (b) This Agreement shall begin on _____ and shall continue as it relates to the City Facilities through _____, and shall be subject to two automatic one year renewals, unless terminated as allowed herein by either Party.
- (b) If Miracle League defaults on any obligation under this Agreement or violates any term hereof, the City may terminate the Agreement.
- (c) Each party may terminate this Agreement without further obligation by giving the other party thirty (30) days notice in writing.
- (d) This Agreement may be modified only by a written Agreement, approved by the City Council and signed by both Parties.
- (e) Miracle League agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Agreement.
- (f) Miracle League may not allow a third party organization to conduct related activities. The City Council must approve any third party agreements.
- (g) For purposes of this Agreement, any notices required to be sent to Miracle League shall be mailed, in a manner in which delivery may be professionally tracked, to:

[insert information].

Any notices required to be sent to the City shall be mailed, in a manner in which delivery

may be professionally tracked, to:

South Fulton Department of Parks & Recreation
Attn.: Director
5565 Stonewall Tell Road
College Park, GA 30349

(h) Prior to commencing any activities in conjunction with this AGREEMENT, Miracle Leagueshall furnish a Certificate of Insurance executed by a duly authorized representative of each carrier, as evidence of compliance with the insurance requirements as specified herein. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than A- with coverage forms acceptable to the City. The insurance below shall be maintained uninterrupted for the duration of this AGREEMENT and/or the Associations use of the City Facilities.

1. Commercial General Liability with coverage limits of no less than \$1,000,000.00 per occurrence/aggregate for Bodily Injury and Property Damage liability
2. Workers Compensation and Employers Liability providing statutory benefits and Employers Liability Insurance coverage with coverage limits of no less than \$100k - \$500k - \$100k.

The City shall be included as an "Additional Insured" under the above required policies. Additional Insured coverage afforded by Miracle League CGL insurance shall be primary and non-contributory with a waiver of subrogation provided in favor of the City.

(i) This AGREEMENT shall be governed by the laws of the State of Georgia.

Remainder of page intentionally left blank

I **Karen B. Nunnally**, President of the Miracle League, have read and hereby agree that Miracle League will abide by the terms and conditions of this Agreement. I also understand that failure to abide by these policies could result in loss of Miracle League's access to City Facilities and that I may be held personally liable as President of Miracle League.

In Witness Whereof, the parties hereto have set their hands and seals:

BY MIRACLE LEAGUE:

Karen B. Nunnally, President of Miracle League, Inc.

[add notary block]

BY THE CITY OF SOUTH FULTON

Odie Donald, II, City Manager
City of South Fulton

Attest:

Diane White, City Clerk

Tony M. Phillips, Director
Department of Parks & recreation

Approved as to form:

Emilia C. Walker, City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval to Enter into an Agreement with Bleakly Advisory Group

DATE: May 26, 2020

SUBJECT: Council Approval to Enter into an Agreement with Bleakly Advisory Group

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Tax Allocation District	Cover Memo	5/20/2020

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Honorable Mayor William “Bill” Edwards & City Council Members

FROM: Odie Donald II 
City Manager

DATE: May 19, 2020

SUBJECT: Tax Allocation District/Bleakly Advisory Group

Background

In November of 2019, voters in the City of South Fulton approved the use of Tax Allocations Districts (TAD’s) in the City. In order for the City of South Fulton to establish a TAD, state law requires the City to create a redevelopment plan to address how funds generated from the TAD will be utilized.

Tax Allocation Districts (TAD’s)

Tax allocation district financing works by capturing the incremental tax revenues gained from new private development within a specific geographic area. These funds are then pledged to either the retirement of debt issued by a sponsoring city, county, or redevelopment agency or to funding improvements on a pay-as-you-go basis.

Over \$500 million in TAD bonds have been issued in the State of Georgia. TAD’s are operational in Atlanta (10), Smyrna, Gainesville, Acworth, Albany, Macon, Augusta, Savannah, Gwinnett County (5) East Point (2), Marietta, Bulloch County (Statesboro), Clayton County, Duluth, and many other Georgia cities and counties. Nationally all 50 states and the District of Columbia have some form of tax increment financing, which we call TADs in Georgia. TAD/TIF’s are the most widely used redevelopment tool in the nation with a long and successful track record.

Bleakly Advisory Group

Bleakly Advisory Group is the region’s leading specialist in Tax Allocation District financing. The Firm has helped municipalities establish and manage over 50 TADs across Georgia.

Bleakly is the regional leader in all aspects of the TAD process, including: Scoping and feasibility; Preparation of TAD redevelopment plans; Negotiation and approvals with City Councils, County Commissions and School Boards; establishment of TAD policy and procedure guidelines; and Evaluation of TAD funding applications.

Bleakly also works with developers, landowners, public and private agencies to negotiate and administer project-specific TAD financing.

Projects Bleakly provided services to include: Alpharetta Downtown, Georgia Aquarium, Atlanta Hawks & Emory University Medical Complex, The Atlanta Braves Battery development, The Assembly in the City of Doraville and the Atlanta Braves mixed-use housing project.

Proposal from Bleakly Advisory Group

Scope of Work to be conducted by Bleakly

Task 1: Preliminary Analysis of TAD Options

- a) Identify Local Redevelopment Priorities
- b) Evaluate Potential Redevelopment Areas and TAD Boundaries

Task 1 Deliverable: Summarize the financial analysis/forecast of potential redevelopment projects, their potential to generate TAD proceeds, proposed TAD boundaries, and redevelopment strategies, in a detailed report in PowerPoint format.

Task 2: Prepare Redevelopment Plan(s)

- a) Finalize Redevelopment Strategy
- b) Prepare the TAD Redevelopment Plan document to implement the preferred strategy
- c) Public Hearings/Meetings

Task 3: Assistance in Negotiating County and School Board Consent (As Needed)

- a) Present the Redevelopment Plan(s) to Fulton County and School Board for consent.

Task 4: Implementation Assistance – As Needed

Proposed Schedule and Cost Proposal

TAD Analysis and Planning Tasks	Period of Performance	Fee
1. Analysis of TAD Options	4 to 6 weeks	\$9,850
2. Prepare One (1) Redevelopment Plan	6 to 8 weeks	\$16,250
3. Assistance in Negotiating (as needed)	TBD	up to \$5,000
4. Implementation Assistance (as needed)	TBD	TBD
Tasks 1 & 2 TOTAL		\$26,100
Tasks 1-3 TOTAL		\$31,100

Summary

A comprehensive and accurate redevelopment plan is essential to the success of a TAD. To help the City of South Fulton develop a complete, accurate and competitive redevelopment plan, the Economic Development staff is recommending Bleakly Advisory Group be retained.

Funding Source

Funding for the TAD Redevelopment Plan is a budgeted expense in the Economic Development FY20 Budget.

Funding Line: 100-7520-52-12 Professional Services Current Available: \$79,292.01

Recommendation

Request Council approval to enter into an agreement with Bleakly Advisory Group to assist the City of South Fulton with developing a redevelopment plan in an amount not to exceed \$40,000.

Should you need further information regarding this correspondence, please contact Christopher Pike at christopher.pike@cityofsouthfultonga.gov.



Bleakly Advisory Group

February 27, 2020

City of South Fulton
Christopher G. Pike, EDFP
Director of Economic Development
5440 Fulton Industrial Blvd, S.W., Suite A
Atlanta, GA 30336

PROPOSAL

Re: Tax Allocation District Analysis and Planning; City of South Fulton, Georgia

Dear Chris:

Thank you for reaching out to express your interest in having our firm help you assess the potential for using Tax Allocation Districts (TADs) as an economic development tool in the City of South Fulton. We would be pleased and honored to work with you and the City.

As we understand the situation, South Fulton voters approved the City's use of Georgia's redevelopment powers that allow for the creation of TADs. Further, you recently finished your Economic Development Strategic Plan that points out opportunity areas that could be candidates for TADs.

The short-term purpose of our work would be to conduct a preliminary analysis of identified areas where the use of redevelopment powers may be appropriate to (a) quantify financial investments and resulting public benefits that TADs may provide to those areas, (b) evaluate optimal TAD boundaries to accommodate these opportunities, and (c) outline the basis for a redevelopment strategy to justify the creation of TADs within the City of South Fulton.

Should the City Council decide to proceed in 2020 to create one or more TADs, we would be prepared to assist with all tasks through the completion, adoption, certification, and implementation of the Redevelopment Plan(s) that set up TADs. Descriptions of these later tasks are supplied mainly for information purposes. These tasks would be undertaken only if/when authorized. Associated fees would be valid through December 31, 2020. Our proposed scope of services is explained in more detail below:

SCOPE OF SERVICES

Task 1: Preliminary Analysis of TAD Options

- a) **Identify Local Redevelopment Priorities.** We assume that if we are retained, the City will designate a point of contact who will help us to identify, meet with and obtain information



from key local players in this process. Our first task will be to spend time in the City to meet with various public officials and private parties who have an interest in redevelopment. Our objective will be to gain an understanding of potential priority area(s) for the use of TADs, potential private investments that may benefit from the availability of this incentive, the expected timing of those investments, and the possible boundaries of one or more Tax Allocation Districts. We will also use this opportunity to finalize the early work schedule and obtain latest available GIS/tax parcel data.

b) **Evaluate Potential Redevelopment Areas and TAD Boundaries.** Based on the results of Task 1a, we will proceed to analyze specific areas of the City using GIS. Our proposed budget assumes that we could examine a maximum of three separate and distinct TAD “study areas” during in this first phase. (The budget can be adjusted if more areas are needed.) The scope of preliminary study will address the following:

- Determine whether the study area(s) meet the statutory qualifications to be designated as redevelopment area(s) in terms of demographic conditions, vacancy, disinvestment, inadequate infrastructure, and related criteria.
- Evaluate alternative boundaries for potential TAD(s) based on aggregations of tax parcels that capture identified redevelopment opportunities and needs, as well as future investments. With this information in hand, we will:
- Determine the current-year tax digest for potential TAD districts and the percentage of the City’s total tax digest they represent.
- Review existing plans for the study areas to determine the type of development, in terms of land use and density, that the City desires to encourage in the short- and long-term.
- Meet with a limited number of landowners, or proponents of projects that have already been identified, to “model” the amount of TAD proceeds that could be leveraged from redevelopment projects.
- Estimate the future assessed value likely to be created by these early identified projects, as well as potential long-term projects not yet identified, to forecast the proposed TAD(s) capacity to leverage financial incentives for redevelopment.
- Evaluate the potential uses/needs for TAD funding to support redevelopment, which comply with Georgia’s Redevelopment Powers Law.
- Quantify additional revenues these redevelopment projects could generate for the City’s funds that are not encumbered by the TAD special fund.

Task 1 Deliverable: We will summarize the financial analysis/forecast of potential redevelopment projects, their potential to generate TAD proceeds, proposed TAD boundaries, and redevelopment strategies, in a detailed report in Powerpoint format. We can meet with local officials to review these findings and refine boundaries based on local input. Our proposed budget assumes that we will attend up to two meetings in South Fulton to present findings, at venues determined by the City. The first



meeting(s) would be internal with City staff and/or property owners to explain and findings and adjust forecasts as needed based on input with those parties. A presentation could also be made to the City Council in a Council meeting, workshop session, or community forum setting. That presentation will also include general information on how TADs work, to respond to typical questions raised by the public during these types of efforts.

If at the end of this phase the City decides not to proceed further, this agreement will end and no additional work will be undertaken or invoiced beyond the first phase. If the City Council is interested in considering adoption of one or more Redevelopment Plans, you could authorize us to proceed to Phase 2.

Task 2: Prepare Redevelopment Plan(s)

- a) **Finalize Redevelopment Strategy.** Once the City Council decides to pursue the establishment one or more TADs, we would proceed to refine the district(s) boundaries and financial projections. We will prepare a redevelopment plan for the designated area(s).

Our proposed (base) budget assumes that we will draft one redevelopment plan that encompasses some or all priority sites analyzed during Phase 1. If the City's goals cannot be accomplished with the framework a single redevelopment plan, and the City Council chooses to pursue a strategy that requires drafting more than one plan/report, those additional costs will be quoted as an optional fee.

- b) **Prepare the TAD Redevelopment Plan document to implement the preferred strategy.** The central document required to create and operate a TAD is the redevelopment plan, as mandated by Georgia's Redevelopment Powers Law (O.C.G.A. 36-44-1). We will prepare a plan for the designated redevelopment area, which will be consistent with the requirements of Georgia's Redevelopment Powers Law. This redevelopment plan will draw extensively on the findings of Phase 1. The redevelopment plan will follow the same format used in dozens of adopted plans prepared by Bleakly Advisory Group, consisting of the following elements:

1. Executive Summary
2. Grounds for Exercising Redevelopment Powers
3. Summary of Site conditions
4. Plan Vision and Goal
5. Current Market Conditions
6. Proposed Redevelopment Projects
7. Contractual Relationships
8. Relocation Plans
9. Estimate School System Impacts
10. Zoning and Land Use Compatibility
11. Redevelopment Costs



12. Assessed Valuation for TAD
13. Historic Properties
14. Creation and Termination Dates for TAD
15. Tax Allocation Base
16. Property Taxes for Computing Tax Allocation
17. Term and Rate of Bond Issue
18. Property to be Pledged for Bonds
19. School Impact Analysis
20. Maps/Exhibits

The TAD Redevelopment Plan will be prepared in draft form and submitted to appropriate City officials/staff for internal review. Upon receipt of comments, a final draft version will be prepared to submit to the City Council for action, with copies made available to the Fulton County Commission and Board of Education for their consideration and comment. Our budget proposal assumes that all documents would be supplied electronically. Requests for hard copies will be supplied at cost.

- c) **Public Hearings/Meetings:** Establishment of a TAD(s) requires a minimum of one advertised public hearing and the passage of a formal resolution that both adopts the Redevelopment Plan and establishes the TAD as of December 31 of the same year the resolution is adopted. Our proposed budget assumes that we will present at a maximum two meetings in South Fulton prior to the City Council vote, including the scheduled public hearing(s).

Task 3: Assistance in Negotiating County and School Board Consent (As Needed)

- a) **Present the Redevelopment Plan(s) to Fulton County and School Board for consent.** Assuming it votes to pass a TAD resolution, the City Council would then request that the Fulton County Commission and the County's Board of Education (BOE) to consent and agree to contribute their respective property tax increments to the TAD. We will be available to assist as needed, in negotiating with the County and BOE to obtain their concurrence. Typically, that role includes some or all the following tasks:
- Presenting the adopted Redevelopment Plan at County and School District public meeting(s) for TAD consent, as well as assisting City staff in one-on-one meetings with Board members and key staff.
 - Quantifying the individual and collective fiscal/economic impacts of the redevelopment plan from the perspective of the School District (as required by the Redevelopment Powers Law).
 - Participating as needed in negotiating specific terms of intergovernmental agreements with each jurisdiction. Counties and school boards tend to either vote up or down on consent based on philosophical or political reasons; or consent only after negotiating an intergovernmental agreement (IGA) containing multiple conditions and deal points. Our role in this process can range from advising on the financial and market issues that may need analysis during the



negotiation process, up to preparing initial agreement drafts for review by the City's legal counsel. We will work closely with the City and its legal team to create the most practical structure for the future operation of the TAD(s) – to ensure that the TAD can deliver the financial resources promised when it was created.

- *Because the required level of effort to negotiate County/BOE consent is an unknown, we typically approach this task on an hourly, as needed basis.*

Phase 4: Implementation Assistance – As Needed

Completing the preceding steps will position the City to offer TAD incentives and begin the implementation process. Although a prerequisite, creating a TAD obviously does not guarantee results. Some cities have the capacity to manage their redevelopment efforts internally, while others may require periodic assistance. We have assisted several municipal clients to successfully implement their redevelopment programs. We have also assisted and negotiated on behalf of private clients to obtain TAD incentives for their projects. Implementation can involve multiple tasks and many services that we have successfully provided on behalf of our public and private sector clients. As these tasks inevitably arise, we will be available to assist South Fulton as/when needed.

PROPOSED SCHEDULE AND COST PROPOSAL

Based on the suggested work program outlined above, we have prepared the following estimate of timing and fees. We will invoice for the work completed either at the end of each task or monthly as work progresses. Invoices are due and payable upon submission. Signing this proposal will only obligate the City to complete Task 1. We will not begin any work on Task 2 without your prior written authorization to proceed.

TAD Analysis and Planning Tasks	Period of Performance	Fee
1. Analysis of TAD Options	4 to 6 weeks	\$9,850
2. Prepare One (1) Redevelopment Plan	6 to 8 weeks	\$16,250
3. Assistance in Negotiating (as needed)	TBD	up to \$5,000
4. Implementation Assistance (as needed)	TBD	TBD
Tasks 1 & 2 TOTAL		\$26,100
Tasks 1-3 TOTAL		\$31,100

The fee quote of \$9,850 for the Task 1 analysis and public process is a firm fixed fee, subject to adjustment only if the City requests changes to the proposed scope of services. We require a retainer payment of \$2,000 to begin work on Task 1.

If the City decides to authorize us to prepare a single redevelopment plan, our fee for Task 2 would also be fixed for any work authorized prior to the end of July. In the event that the preferred strategy requires the drafting of separate plan documents, we will prepare a separate fee estimate for that additional work.



If authorized, Task 3 costs (\$5,000) are estimated based on prior experience dealing with dozens of counties and school districts in Georgia. It is provided as a reasonable allowance based on prior experience, but fees would be based on actual hours incurred. We will not invoice beyond the quoted allowance without the City's authorization.

The terms and conditions that govern this assignment are detailed on the following page and are also an integral part of this proposal.

Let me know if you have any questions. We look forward to working with you.

Best Regards,

Geoff Koski
President



BleaklyAdvisoryGroup

1447 Peachtree Street NE, Suite 610
Atlanta, GA 30309

Accepted by: _____

Title: _____

Date: ____/____/____



Terms and Conditions of the Agreement

Accuracy of Report: Every reasonable effort has been made to ensure that the data contained in this study reflect the most accurate and timely information possible and is believed to be reliable. This study is based on estimates, assumptions and other information developed by Bleakly Advisory Group (“BAG”) from its independent research efforts, general industry knowledge and consultations with the client for this assignment and its representatives. No responsibility is assumed for inaccuracies in reporting by the client, its agents or representatives or any other data source used in preparing or presenting this study. This report will be based on information that is current as of the date of the report. BAG assumes no responsibility to update the information after the date of the report.

The report will contain prospective financial information, estimates or opinions that represent our view of reasonable expectations at a particular point in time, but such information, estimates or opinions are not offered as predictions or as assurances that a particular outcome will occur. Actual results achieved during the period covered by our prospective analysis may vary from those described on our report and variations may be material. Therefore, nor warranty or representation is made by BAG that any of the projected values or results contained in the work product from this assignment will actually be achieved.

Usage of Report: This report may not be used, in whole or in part, in any public or private offering of securities or other similar purpose by the client without first obtaining the prior written consent of BAG.

Termination: Should you determine to terminate this agreement for any reason you agree to so notify BAG via letter and agree to pay for work completed by BAG up to the date of the notification of termination.

Entirety of Agreement: The terms and conditions of this agreement embody the entirety of the agreement and understanding between the parties hereto and there are no other agreements and understandings, oral or written, with reference to the matter hereof that are not merged herein and superseded hereby. No alternation, change or modification of the terms of the agreement shall be valid unless made in writing and signed by both parties.

Dispute Resolution: If a dispute arises out of or related to this agreement, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of the third party mediator will be shared equally by the parties.

Limitation of Liability: The client agrees that as a result of any mediation or legal action resulting from this assignment BAG’s maximum liability is limited to the fees it receives for the assignment.

Governing Law: The agreement shall be governed by the laws of the State of Georgia.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council approval of the MOU between Georgia Department of Transportation and the City of South Fulton and commit funding in the amount of \$20,000 for the deployment phase of the project

DATE: May 26, 2020

SUBJECT: Council approval of the MOU between Georgia Department of Transportation and the City of South Fulton and commit funding in the amount of \$20,000 for the deployment phase of the project

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
MOU Regional Connected Vehicle Program	Cover Memo	5/22/2020

AGREEMENT

By and Between

GEORGIA DEPARTMENT OF TRANSPORTATION

And

**CITY OF SOUTH FULTON
for**

**PROJECT IDENTIFICATION (“PI”) NO. _____,
ATLANTA REGIONAL CONNECTED VEHICLE PROGRAM - FY 2020**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2020 (“Effective Date”), by and between the Georgia Department of Transportation, a department within the executive branch of government of the State of Georgia (“DEPARTMENT”), and the **CITY OF SOUTH FULTON**, a body corporate and politic of the State of Georgia, acting by and through its Board of Commissioners (“LOCAL GOVERNMENT”), hereinafter sometimes individually referred to as “Party”, or collectively referred to as the “Parties”.

WHEREAS, the LOCAL GOVERNMENT desires to improve certain transportation facilities as part of the Atlanta Regional Commission’s Regional Connected Vehicle Deployment Program; and

WHEREAS, the Regional Connected Vehicle Deployment Program is part of the Atlanta Regional Commission’s transportation planning priorities as set forth in its approved Transportation Improvement Program, which is funded in part by federal funds pursuant to 23 U.S.C. § 450.308; and

WHEREAS, the purpose of the Regional Connected Vehicle Deployment Program is to develop a regional data exchange platform involving the deployment of current and pioneering traffic sensor/detection technology in targeted areas throughout Metropolitan Atlanta; and

WHEREAS, the Regional Connected Vehicle Deployment Program will have a profound impact on the enhancement of transportation safety and mobility in the State of Georgia through the expanded use of connected vehicle technologies; and,

WHEREAS, the DEPARTMENT has been designated by the Atlanta Regional Commission to serve as the administrator for the Regional Connected Vehicle Deployment Program; and

WHEREAS, the LOCAL GOVERNMENT’s desired transportation facility improvement project has been approved for implementation as part of the Regional Connected Vehicle Deployment Program, and assigned the DEPARTMENT Project Identification (“PI”) Number, 0017134; and,

WHEREAS, the project, PI #0017134, shall consist of a pre-deployment phase, deployment phase and one (1) year post-deployment maintenance phase (hereinafter each project phase collectively referred to as the “PROJECT”); and

WHEREAS, as a condition of said approval, the LOCAL GOVERNMENT must contribute local funding toward the deployment phase of the PROJECT as further described in this Agreement; and,

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT that it has committed funding in the amount of **TWENTY THOUSAND DOLLARS (\$20,000.00)** for the deployment phase of the PROJECT and that said funding commitment shall be sponsored by **AIRPORT WEST CID**, and the DEPARTMENT has relied upon such representation.

NOW THEREFORE, the DEPARTMENT and the LOCAL GOVERNMENT, governmental entities of the State of Georgia, pursuant to the provisions of Article IX, Section III, Paragraph I(a) of the Constitution of 1983 and O.C.G.A. §§ 32-2-2, 32-2-60 and 32-4-42(1), are authorized to enter into this Agreement, and in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree as follows:

A. **Preamble and Recitals.** The Preamble and Recitals hereto are a part of this Agreement and are incorporated herein by reference.

B. **DEPARTMENT Responsibilities.** The DEPARTMENT shall:

1. Be responsible for all pre-deployment activities associated with the PROJECT, which shall include:
 - a. Any pre-deployment engineering (design) activities; and,
 - b. All solicitation activities associated with the selection of a contractor to conduct the work for the deployment phase and post-deployment maintenance phase of the PROJECT, which shall include development and advertisement of the solicitation, and awarding and executing the contract for the deployment phase of the PROJECT.
2. Manage the resulting contract and provide oversight during the deployment and post-deployment maintenance phases of the PROJECT.
3. Reserve the right to review and exercise its approval authority for all aspects of the PROJECT provided, however, this review and approval does not relieve the LOCAL GOVERNMENT of its responsibilities under the terms of this Agreement.
4. Reserve the right to notify the LOCAL GOVERNMENT of any damage to the PROJECT equipment installed, and to require the repair or removal of such equipment in accordance with the applicable equipment warranty, where deemed necessary by the DEPARTMENT for safety, or any other concerns. The DEPARTMENT reserves the right to address any maintenance or other issues which present an immediate threat to the safety of the traveling public, or to the property of the DEPARTMENT or that of third parties.

C. **LOCAL GOVERNMENT Responsibilities.** The LOCAL GOVERNMENT shall:

1. Provide funding for the deployment phase of the PROJECT, which shall represent the LOCAL GOVERNMENT's local match for the PROJECT, pursuant to Section E of this Agreement, *Compensation and Payment*.
2. Coordinate activities with the selected contractor to ensure timely completion of the deployment phase of the PROJECT with minimal impact to the traveling public.
3. Notify the DEPARTMENT when the deployment phase of the PROJECT is completed and, prior to the DEPARTMENT's inspection and final acceptance, submit to the DEPARTMENT

written documentation of its acceptance of the deployment phase work and certification that the PROJECT work in the deployment phase has been completed in accordance with the applicable standards and specifications.

4. Upon completion and final acceptance of the deployment phase work, assume all of the duties, liabilities and obligations with respect to the installed PROJECT equipment. The LOCAL GOVERNMENT agrees to execute any subsequent documentation required by the DEPARTMENT to effectuate this.
5. At the conclusion of the one (1) year post-deployment maintenance phase of the PROJECT, assume full responsibility for and bear all costs and liability associated with the ongoing operation, management and maintenance of any and all equipment installed by the contractor within the PROJECT limits. The LOCAL GOVERNMENT shall also be responsible for the continual maintenance and operation of all components and technology constructed and installed as part of this PROJECT. All maintenance responsibilities of the LOCAL GOVERNMENT shall be performed consistent with DEPARTMENT standards. In the event the LOCAL GOVERNMENT desires that its ongoing operation, management and maintenance responsibilities be performed by a third-party ("Contractor"), the LOCAL GOVERNMENT and the Contractor shall enter into a separate agreement. Further, the LOCAL GOVERNMENT agrees and shall ensure that the Contractor is prequalified by the DEPARTMENT.
6. Obtain prior written consent from the DEPARTMENT should it want to alter, modify, or remove the PROJECT equipment in whole, or any part, component, or accessory thereof.
7. Understand and agree that any deployment activities outside the PROJECT limits will be the subject of another agreement between the DEPARTMENT and the LOCAL GOVERNMENT.

D. Responsibility for Claims and Liability.

1. To the extent allowed by law, the LOCAL GOVERNMENT hereby indemnifies and holds harmless the DEPARTMENT and all of its officers, members and employees (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, lawsuits, causes of action, liabilities, losses, damages, judgments, costs or expenses (including but not limited to attorneys' fees) of every kind and nature whatsoever due to liability to a third party or parties, for any loss due to bodily injury (including but not limited to death), personal injury (including but not limited to death), and property damage (including but not limited to inverse condemnation and theft) arising out of, in connection with, or resulting from the performance of the PROJECT work under this Agreement, except to the extent caused by the sole negligence of the Indemnitees.
2. The indemnification obligation set forth herein survives termination of this Agreement.

E. Compensation and Payment.

1. It is understood and agreed that the LOCAL GOVERNMENT shall provide a local match for the deployment phase of the PROJECT in the estimated amount of **TWENTY THOUSAND DOLLARS (\$20,000.00)**.
2. The LOCAL GOVERNMENT shall remit a lump sum payment to the DEPARTMENT within forty-five (45) days following execution of this Agreement.

- F. **Time is of the Essence.** The Parties hereby acknowledge that Time is of the Essence for the PROJECT. It is agreed that both Parties shall adhere to the PROJECT schedule that will be developed upon selection of the contractor to conduct the work activities associated with the PROJECT's deployment and post-deployment maintenance phases. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the proposed schedule change.
- G. **Commencement Date; Term; Time Extension.**
1. The responsibilities set out in this Agreement shall commence on the Effective Date and shall expire three (3) years thereafter, unless earlier terminated or otherwise extended by mutual agreement by the Parties. The Parties agree that the DEPARTMENT has two (2) options to renew this Agreement for additional terms of up to one (1) year.
 2. Time Extension. This Agreement may be extended by mutual consent of the Parties. However, such an extension shall not be valid without a written amendment to this Agreement approved and executed by both Parties.
- H. **Termination.** The Parties reserve the right to terminate this Agreement for convenience upon thirty (30) days advance written notice to the other party. If the DEPARTMENT terminates the Agreement prior to its expiration, the DEPARTMENT will reimburse the LOCAL GOVERNMENT the full amount of the local match payment remitted that is set forth in Section E of this Agreement, *Compensation and Payment*, less the amount expended for any work performed through the effective date of the termination based upon the percentage of work completed. This reimbursement obligation shall survive termination.
- I. **Publication and Publicity**
1. In the event, the Parties wish to develop talking points to guide the discourse in the public and in the media regarding the PROJECT and so as to ensure that the same message and information is being relayed to the public by all Parties, the Parties will work together and in cooperation with the Atlanta Regional Commission to develop such talking points regarding the PROJECT to be used in any and all press releases, presentations, interviews, social media posts, website posts, publications, articles, papers, bulletins, data, statistics, interim or final reports, oral transmittals or any other materials addressing the PROJECT ("Public Statements"). It is the intention of the Parties that this should apply only to official publicity surrounding the PROJECT. Neither Party, nor those entities to whom responsibilities may be delegated under this Agreement, shall make any Public Statements regarding this PROJECT until such talking points have been agreed upon by the Parties.
 2. Should the release of information relating to the PROJECT be required under the Georgia Open Records Act, O.C.G.A. Section 50-18-70, *et. seq.*, the restrictions in Section I(1) shall not apply. Any request for information directed to the LOCAL GOVERNMENT, or to those entities to whom the LOCAL GOVERNMENT may delegate responsibilities under this Agreement, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the LOCAL GOVERNMENT or those entities in the performance of PROJECT activities shall be released pursuant to provisions of the Georgia Open Records Act. Further, when specifically requested by the DEPARTMENT, and to the extent reasonably possible in light of the deadlines for responding to Open Records Act requests, the LOCAL GOVERNMENT agrees to consult with the DEPARTMENT prior to releasing the requested documents. For avoidance of doubt, the Parties each reserve its rights under the Georgia Open Records Act to withhold, or cause to be withheld, certain documents from public disclosure.

under O.C.G.A. Section 50-18-72, including pursuant to the provisions set forth in O.C.G.A. Section 50-18-72(a)(34) and (35) regarding trade secrets and proprietary information.

- J. **Amendments.** Any and all modifications to this Agreement shall be in writing and signed by both Parties. The Parties shall execute extension(s) of time, or changes to budget or scope in writing with the same formality as the execution of the original Agreement.
- K. **Notices.** Any notices, requests, demands and other communications which may be required hereunder shall be in writing and shall either be mailed or transmitted by either first class United States certified mail, return receipt requested; delivery by carrier or personally delivered to the appropriate party; or facsimile transmission, immediately followed by a telephone call to confirm delivery to:

If to the DEPARTMENT: Georgia Department of Transportation
600 W. Peachtree Street, NW
Atlanta, Georgia 30308
ATTN: _____
Email: _____
Phone: _____

If to the LOCAL GOVERNMENT: _____
ATTN: _____
Email: _____
Phone: _____

The date on which such notice is delivered will be deemed the date thereof. Either party may from time to time, by five (5) days' prior notice to the other party in writing, specify a different address to which notices will be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given will be deemed a delivery of the notice on the date when postmarked.

- L. **Relationship of the Parties.** The Parties acknowledge and agree that the neither is an agent, employee, assignee or servant of the other.
- M. **Certifications by the LOCAL GOVERNMENT.** By execution of this Agreement, the undersigned certifies under penalty of law, on behalf of the LOCAL GOVERNMENT, that:
1. It is currently and shall continue to be in compliance with the provisions of the Service Delivery Strategy law (O.C.G.A. Sec. 36-70-20 et seq.), as amended, for the duration of this Agreement.
 2. It has read and understands the regulations for State Audit Requirements and will comply in full with said provisions of O.C.G.A. § 36-81-7 throughout the Agreement period.
 3. The provisions of O.C.G.A. § 13-10-91, relating to the "Georgia Security and Immigration Compliance Act" have been complied with in full as stated in Appendix A, "Georgia Security and Immigration Compliance Act Affidavit".
 4. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia

Annotated relating to the Drug-Free Workplace Act set forth in Appendix B, “Certification of Local Government: Drug-Free Workplace”, have been complied with in full.

5. It shall comply with the State of Georgia’s Sexual Harassment Prevention Policy as described further in Appendix C.
6. The LOCAL GOVERNMENT acknowledges and agrees that failure to comply with or complete the certifications set forth above, or the submission of a false certification shall result in the termination of this Agreement.

N. **Exhibits and Appendices.** The Parties acknowledge that the following exhibits and appendices to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

Appendix A – Georgia Security and Immigration Compliance Act Affidavit
Appendix B – Certification of Local Government Drug-Free Workplace
Appendix C – Certification of Compliance with the State of Georgia’s Sexual Harassment Prevention Policy

O. **Miscellaneous.**

1. **Assignment.** This Agreement shall not be assigned by any party to any other person or entity whatsoever unless agreed to by the Parties.
2. **Continuity.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
3. **Interpretation.** The Parties stipulate that for good business reasons, each party has determined to negotiate, and each party has had significant voice in the preparation of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the Agreement more strictly against either party because it drafted a particular provision, or the provision was for the party’s benefit, or the party enjoyed a superior bargaining position.
4. **No Third-Party Beneficiaries.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
5. **Risk Allocation.** Each party shall conduct its own functions under this Agreement in accord with state law at its sole cost, risk and responsibility.
6. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
7. **Governing Law.** This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia to the extent that such venue is permitted by law.

8. Personal Liability; Immunities. Nothing herein shall be construed as creating any individual or personal liability on the part of any of either PARTY's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. Nothing contained in this Agreement shall be construed to be a waiver of a party's sovereign immunity or any individual's qualified, good faith or official immunities.
9. Title VI and E-verify Compliance. In performance of this Agreement, each party shall comply with applicable Title VI and E-verify requirements.
10. Execution in Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all Parties had all signed the same document. All counterparts will be construed together and will constitute one Agreement.
11. Force Majeure. Neither party shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
12. Authority/Signature. The individual signing this Agreement on behalf of each Party represents that (s)he has the actual authority to sign this Agreement on behalf of such Party, and to bind such Party to the terms and conditions of this Agreement.
13. Complete Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

[Signatures on the following page.]

IN WITNESS WHEREOF, said Parties have hereunto set their hand and affixed their seals the day and year above first written.

**GEORGIA DEPARTMENT OF
TRANSPORTATION**

[ENTER NAME OF LOCAL GOVERNMENT]

BY: _____ (Seal)
Commissioner

BY: _____ (Seal)
Name: _____
Title: _____

ATTEST:

Treasurer

Signed, sealed and delivered this ___ day of _____
_____, 20___, in the presence
of:

Witness

Notary Public

This Agreement approved by LOCAL GOVERNMENT,
the _____ day of _____, 20__ .

ATTEST: _____

FEIN: _____

APPENDIX "A"
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: _____

Contract No. and Name: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contracting Entity

**I hereby declare under penalty of perjury that the
Foregoing is true and correct.**

Printed Name (of Authorized Officer or Agent)

Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 201

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

APPENDIX "B"

CERTIFICATION OF LOCAL GOVERNMENT

DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of _____
_____ whose address is _____
_____ and also that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
2. A drug-free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and
3. Each consultant, subconsultant, contractor, and subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that their employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from each consultant, subconsultant, contractor, and subcontractor the following written certification: "As part of the subcontracting agreement with _____, _____ certifies to the LOCAL GOVERNMENT that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

APPENDIX “C”

CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA’S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia’s Statewide Sexual Harassment Prevention Policy (the “Policy”), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a section) <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.
- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link

<https://www.youtube.com/embed/NjVt0DDnc2s7reN0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

- (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: _____

Name: _____

Position: _____

Company: _____

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council 2nd Reading and Adoption of Welcoming City Ordinance

DATE: May 26, 2020

SUBJECT: Council 2nd Reading and Adoption of Welcoming City Ordinance

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Welcoming City Ordinance	Cover Memo	5/20/2020

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

5 **AN ORDINANCE WELCOMING ALL PERSONS TO THE CITY OF SOUTH FULTON,**
6 **ENCOURAGING EQUAL OPPORTUNITIES, SUPPORTING DIVERSITY AND FOR**
7 **OTHER LAWFUL PURPOSES**
8

9 **(Sponsored by Mayor Pro Tem Gumbs and Councilpersons Gilyard and khalid)**

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

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

16 **WHEREAS**, the City Council finds that a government's openness to different races
17 and cultures plays a key role in economic growth;
18

19 **WHEREAS**, the City Council desires a diverse community that values the
20 differences in people and recognizes that people with different backgrounds, skills,
21 attitudes, and experiences bring fresh ideas and perceptions;

22 **WHEREAS**, the City Council finds that a government which embraces diversity
23 will attract a wider range of employment candidates and appeal to persons from all
24 walks of life;
25

26 **WHEREAS**, through this Ordinance, the City Council desires to encourage and
27 harness such diversity to make City services relevant and approachable; and
28

29 **WHEREAS**, the City Council finds this Ordinance to be in the best interests of the
30 health, safety, and general welfare of the City.
31

32 **THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS** as
33 follows:
34

35 **Section 1:** The City of South Fulton Code of Ordinances Title 1, Administration,
36 Chapter 1, General Provisions, Section 1-1002, is hereby amended to add a new Section
37 1-1002(a), Welcome to the City of South Fulton, which shall read as follows:
38

39 **TITLE 1 – ADMINISTRATION**
40

41 **CHAPTER 1 - GENERAL PROVISIONS**
42 ...

Section 1-1002(a). Welcome to the City of South Fulton.

The City of South Fulton hereby welcomes all races, cultures, religions, ages, sexual orientations, gender expressions, and persons of all mental and physical abilities, to participate and play a key role in the City's health, development, prosperity and economic growth. The City encourages all residents, businesses, employees, and employers to value the difference in people and recognize that people with different backgrounds, skills and experiences bring fresh ideas and perceptions.

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 Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

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

(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 Ordinance and 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 on the date as set forth under Sec. 3.21 of the City Charter unless provided otherwise by applicable local, state and/or federal law.

THIS ORDINANCE so adopted this _____ day of _____ 2020.

CITY OF SOUTH FULTON, GEORGIA

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

S. DIANE WHITE, CITY CLERK

APPROVED AS TO FORM:

EMILIA C. WALKER, CITY ATTORNEY

129 The foregoing Ordinance No. 2020-xxx was moved for approval by Councilmember
130 _____. The motion was seconded by Councilmember
131 _____, and being put to a vote, the result was as follows:
132
133
134

	AYE	NAY
135		
136		
137 William "Bill" Edwards, Mayor	_____	_____
138 Carmalitha Gumbs, Mayor Pro Tem	_____	_____
139 Catherine Foster Rowell	_____	_____
140 Helen Zenobia Willis	_____	_____
141 Gertrude Naeema Gilyard	_____	_____
142 Corey Reeves	_____	_____
143 khalid kamau	_____	_____
144 Mark Baker	_____	_____
145		
146		

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council 2nd Reading and Adoption of Procurement Ordinance

DATE: May 26, 2020

SUBJECT: Council 2nd Reading and Adoption of Procurement Ordinance

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Amending Procurement Ordinance_Enhancing Acctg Protocols	Cover Memo	5/20/2020

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

4
5
6 **AN ORDINANCE ENHANCING ACCOUNTING PROTOCOLS DURING CITY**
7 **EMERGENCIES, AMENDING TITLE 1, CHAPTER 9 OF THE CITY’S**
8 **PROCUREMENT POLICIES AND FOR OTHER LAWFUL PURPOSES**
9

10 **(Sponsored by Councilperson Gilyard)**

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

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

17
18 **WHEREAS**, Section 6.31 of the City Charter authorizes the City Council to
19 “prescribe procedures for a system of centralized purchasing for the City”;

20
21 **WHEREAS**, the City Council wishes to amend such procedures through this
22 Ordinance; and

23
24 **WHEREAS**, the City desires to safeguard and promote the public health, safety,
25 and general welfare of the City and its citizens through the adoption of this Ordinance.

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

29
30 **Section 1:** The City of South Fulton Code of Ordinances, Title 1, Administration,
31 Chapter 9, Purchasing, Sec. 1-9004(K)(4), Emergency Procurement, is hereby amended
32 as follows:

33
34 **TITLE 1 – ADMINISTRATION**

35
36 **CHAPTER 9. - PURCHASING, CONTRACTING AND DISPOSITION OF PROPERTY.**

37
38 **Sec. 1-9004. Purchasing, Generally.**

39 ...

40
41 (k) *Non-competitive procurements.*

42 ...

43
44 (4) *Emergency procurement.*

46 **a. Under Defined Thresholds.** The city and city manager may acquire goods,
47 services or professional services under the defined thresholds by direct
48 negotiation, in lieu of the formal solicitation processes set forth under this
49 chapter, in situations of an emergency. Emergency situations exist where
50 there is an imminent threat to: a) public health, safety or welfare, b) the
51 soundness and integrity of public services or property, or c) the delivery of
52 essential city services. Emergency procurements shall be made with as
53 much competition as is reasonable or practicable under the circumstances,
54 which may consist of acquisition of goods and services under the direct
55 negotiation process outlined in the paragraph above. As soon as practicable,
56 a record of each emergency procurement shall be made and shall set forth
57 the contractor's name, the amount and type of the contract, a listing of the
58 item procured under the contract, the basis for the emergency situation and
59 the identification number of the contract file.

60
61 **b. Above Defined Thresholds.** In the event the amount to be expended for
62 an emergency exceeds \$25,000.00, the city manager, at a special called
63 council meeting, shall formally communicate the emergency expenditure in
64 a detailed written report to the city council for approval. The report shall
65 include:

- 66 1. the basis for the emergency,
- 67 2. the name of the selected and/or anticipated contractor,
- 68 3. the amount and length of the contract,
- 69 4. a copy of the proposed contract, where practicable,
- 70 5. a listing of the item(s) to be procured, and
- 71 6. the location within the budget where the funds are requested to be pulled.

72
73 **c. Emergency Grants.** Emergency procurements associated with projects
74 utilizing grant funds will always follow the established procurement
75 procedures of the grant.
76

77
78
79 **Section 2:** The City of South Fulton Code of Ordinances, Title 1, Administration,
80 Chapter 9, Purchasing, Sec. 1-9004(h), definitions, is hereby amended by deleting the
81 definition of "Emergency purchase" in its entirety and replacing it to read as follows:
82

83 **TITLE 1 – ADMINISTRATION**

84 **CHAPTER 9. - PURCHASING, CONTRACTING AND DISPOSITION OF PROPERTY.**

90 **Sec. 1-9004(h) - Definitions.**

91 ...

92
93 *Emergency* means a situation where there is an imminent threat to: a) public
94 health, safety or welfare, b) the soundness and integrity of public services or property, or
95 c) the delivery of essential city services.

96
97
98 *****

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

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

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

115 **Section 3.** All Ordinance and Resolutions in conflict herewith are hereby expressly
116 repealed.

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

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

THIS ORDINANCE so adopted this _____ day of _____ 2020.

CITY OF SOUTH FULTON, GEORGIA

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

S. DIANE WHITE, CITY CLERK

APPROVED AS TO FORM:

EMILIA C. WALKER, CITY ATTORNEY

166 The foregoing Ordinance No. 2020-_____ was moved for approval by Councilmember
167 _____. The motion was seconded by Councilmember
168 _____, and being put to a vote, the result was as follows:
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AYE

NAY

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

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

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Resolution Elected Official
Vehicle

DATE: May 26, 2020

SUBJECT: Council Approval of Resolution Elected Official Vehicle

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Resolution Opposing 5g Regulations

DATE: May 26, 2020

SUBJECT: Council Approval of Resolution Opposing 5g Regulations

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Resolution Opposing 5G Regulations	Cover Memo	5/20/2020
FIS 5g Regulations	Cover Memo	5/20/2020

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

5 **A RESOLUTION OPPOSING THE UNLAWFUL ADVANCEMENT OF 5G SMALL**
6 **CELLS; SEEKING ASSISTANCE FROM THE UNITED STATES CONGRESS IN**
7 **HELPING TO ENSURE THE PROTECTION OF CITIES AND THE PUBLIC WITH**
8 **RESPECT TO THE ADMINISTRATION AND ADVANCEMENT OF 5G AND FOR**
9 **OTHER LAWFUL PURPOSES**

10
11 **(Sponsored by Councilperson Baker)**
12
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 **WHEREAS**, the City Council is aware of wide-spread public concerns that 5g small
20 cells emit new radiofrequency radiation that may lead to serious health problems, such
21 as cancer and other radiation related disease;

22 **WHEREAS**, the City believes that such wide-spread concerns justify additional
23 research and testing by the Federal Communication Commission ("FCC") prior to the
24 deployment of 5g small cells throughout the nation;

25 **WHEREAS**, Brendan Carr was appointed to the FCC by President Donald Trump
26 in 2017 and has since been an advocate for 5g deployment, championing a 2018 FCC
27 order ("2018 FCC 5g Order") accelerating the deployment of 5g throughout the nation;

28 **WHEREAS**, dozens of cities across the nation have since sued the FCC over the
29 2018 FCC 5g Order (Sprint Corporation v. FCC; Docket No. 19-70123) ("Suit by
30 Municipalities Challenging the FCC 5g Order"), including Atlanta, Georgia, Brookhaven,
31 Georgia, Omaha, Nebraska, Los Angeles, California, Albuquerque, Portland, Oregon,
32 San Francisco, California, Las Vegas, Nevada, New Mexico, Boston, Massachusetts,
33 Seattle, Washington, Huntsville Alabama, Philadelphia, Pennsylvania, Chicago, Illinois,
34 Dallas, Texas, New York, New York, Baltimore, Maryland, Myrtle Beach, South Carolina
35 and Washington, D.C.;
36

37 **WHEREAS**, opponents of the 2018 FCC 5g Order argue that it unconstitutionally
38 infringes on local control, will cause millions of dollars in financial losses to local
39 governments and causes for 5g providers to financially benefit without reciprocity to local
40 communities;

41 **WHEREAS**, the “Suit by Municipalities Challenging the FCC 5g Order” was argued
42 before the Ninth Circuit United States Court of Appeals on Feb. 10, 2020;

43 **WHEREAS**, the City Council desires through this Resolution to declare its support
44 of the Suit by Municipalities Challenging the FCC 5g Order;

45
46 **WHEREAS**, the City Council further desires to declare its request for a stay of all
47 2018 FCC 5g small cell orders until additional research and testing is done by the FCC
48 and federal government on the health effects of 5g small cells; and

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

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

53
54 **Section 1.**

- 55
56 **a. Support of Nationwide Government Efforts Challenging FCC Order**
57 **Advancing 5g:** The City of South Fulton, Georgia, hereby declares its support of
58 the action filed by municipalities and other government entities with the Ninth
59 Circuit Court of Appeals challenging the Federal Communication Commission’s
60 2018 5g Order (Sprint Corporation v. FCC; Docket No. 19-70123).
61
62 **b. Support of Stay of FCC 5g Orders Pending Additional 5g Research and**
63 **Testing:** The City hereby declares its request to the FCC for a stay of all 2018
64 FCC 5g small cell orders until additional research and testing is done by the FCC
65 and federal government on the health effects of 5g small cells.
66
67 **c. Request for Assistance from US Congress.** The City further hereby requests
68 that all U.S. Congress senators and representatives in Georgia show their support
69 for the governmental entities challenging the Federal Communication
70 Commission’s 2018 5g Order.
71
72

73 *****

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

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

80 sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause
81 or phrase of this Resolution is mutually dependent upon any other section, paragraph,
82 sentence, clause or phrase of this Resolution.

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

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

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

96
97 **Section 5.** Instruction to City Clerk. The City Clerk is hereby instructed to email a
98 copy of this Resolution to the Chairman of the FCC and all U.S. Congress senators and
99 representatives in Georgia within 5 days on the adoption of this resolution.

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116 THIS RESOLUTION adopted this _____ day of _____ 2020.

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118 **CITY OF SOUTH FULTON, GEORGIA**
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123 WILLIAM "BILL" EDWARDS, MAYOR
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126 ATTEST:
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130 S. DIANE WHITE, CITY CLERK
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132 APPROVED AS TO FORM:
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136 EMILIA C. WALKER, CITY ATTORNEY
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160 The foregoing RESOLUTION No. 2020-_____, adopted on _____
161 was offered by Councilmember _____, who moved its approval. The motion
162 was seconded by Councilmember _____, and being put to a vote, the result
163 was as follows:
164

165			
166		AYE	NAY
167	William "Bill" Edwards, Mayor	<hr/>	<hr/>
168	Carmalitha Gumbs, Mayor Pro Tem	<hr/>	<hr/>
169	Catherine Foster Rowell	<hr/>	<hr/>
170	Helen Zenobia Willis	<hr/>	<hr/>
171	Gertrude Naeema Gilyard	<hr/>	<hr/>
172	Corey Reeves	<hr/>	<hr/>
173	khalid kamau	<hr/>	<hr/>
174	Mark Baker	<hr/>	<hr/>
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GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Diane White, City Clerk

FROM: Frank S. Milazi, CFO *FM*

DATE: April 28, 2020

SUBJECT: Fiscal Impact Statement – 5G Regulations Resolution

CONCLUSION

Funds are not needed for the implementation of the proposed resolution.

BACKGROUND

The proposed resolution seeks to oppose the unlawful advancement of 5G small cells and for other lawful purposes.

While there are public concerns that 5G small cells emit new radio frequency radiation that may lead to serious health problems such as cancer and other radiation related diseases, Council desires to seek assistance from US Congress in helping to ensure the protection of cities and the public with the respect to the administration and advancement of 5G through this proposed resolution.

FINANCIAL IMPACT

There is no financial impact on the FY 2020 budget or FY2020 fiscal year appropriations/allocation.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council 1st Reading of Unlawful Discharge Ordinance

DATE: May 26, 2020

SUBJECT: Council 1st Reading of Unlawful Discharge Ordinance

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
FIS - Unlawful Discharge Ordinance	Cover Memo	5/20/2020
Ordinance for Unlawful Discharge	Cover Memo	5/20/2020

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Diane White, City Clerk

FROM: Frank S. Milazi, CFO *FM*

DATE: May 13, 2020

SUBJECT: Fiscal Impact Statement – Unlawful Discharge Ordinance

CONCLUSION

No funds will be needed for the implementation of the proposed ordinance.

BACKGROUND

The purpose of this proposed ordinance is to amend Title 15, Criminal Offenses, which is to provide regulations for the control of weapons discharge, and to create a new chapter – Chapter 8, Unlawful Discharge. Moreover, this proposed ordinance seeks to prevent people from randomly firing or discharging a weapon as these nuances may be psychological triggers for some and could cause physical injury. This new chapter will make it unlawful to any person to discharge any firearms within the corporate limits of the City unless in a licensed shooting gallery or permission of the police chief for a military parade or funeral.

FINANCIAL IMPACT

There is no financial impact to the FY2020 budget or FY2020 fiscal year appropriations/allocations.

1 **STATE OF GEORGIA**
2 **COUNTY OF FULTON**
3 **CITY OF SOUTH FULTON**
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7 **AN ORDINANCE AMENDING TITLE 15, CRIMINAL OFFENSES, OF THE CITY OF**
8 **SOUTH FULTON, GEORGIA, CODE OF ORDINANCES; PROVIDING**
9 **REGULATIONS FOR THE CONTROL OF WEAPONS DISCHARGE; ENHANCING**
10 **PUBLIC SAFETY AND FOR OTHER LAWFUL PURPOSES**

11 **(Sponsored by Councilpersons Rowell, Mayor Edwards and Gilyard)**
12
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**, Section 1.12(b)(13) of the City Charter authorizes the City to enact
21 ordinances for the safety and order of the City;
22

23 **WHEREAS**, the right to keep and bear arms is constitutionally protected, but
24 municipalities have the right to restrict how and when people can use firearms;
25

26 **WHEREAS**, the City seeks to prevent people from randomly firing or discharging
27 a weapon where such actions are deemed reckless and negligent;
28

29 **WHEREAS**, loud, unexpected noises such as fireworks and firearms are
30 extremely common triggers for combat veterans suffering from posttraumatic stress
31 disorder, because the noises can remind them of gunfire or explosions they
32 experienced on the battlefield;
33

34 **WHEREAS**, the reckless discharge of firearms for celebratory shooting or firing,
35 such as shooting a pistol into the air for New Years' or the 4th of July may result in
36 psychological or physical injury or the loss of life;
37

38 **WHEREAS**, the City Council through this Ordinance, desires to reduce the risk of
39 gun related accidents and injury, thereby making the City a safer place; 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:

Section 1. The City of South Fulton Code of Ordinances, Title 15, Criminal Offenses, is hereby amended by creating a new Chapter 8, Unlawful Discharge, which shall read as follows:

TITLE 15 – CRIMINAL OFFENSES

...

CHAPTER 8. – UNLAWFUL DISCHARGE

Sec. 15-8001. - Discharging firearms.

It shall be unlawful for any person to discharge any firearms within the corporate limits of the City, unless in a licensed shooting gallery or by permission of the police chief for a military parade or funeral.

Sec. 15-8002. - Exceptions.

Nothing in this chapter shall prohibit:

(a) the lawful use of a weapon for self-defense; or

(b) the acquisition, possession or disposition of weapons by police departments, sheriff's offices, marshal's offices, other local, state and federal law enforcement agencies, or the military and naval forces of this state or of the United States for use in the discharge of their official duties.

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 Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

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

(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 Ordinance and 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 on the date as set forth under Sec. 3.21 of the City Charter unless provided otherwise by applicable local, state and/or federal law.

THIS ORDINANCE so adopted this _____ day of _____ 2020.

CITY OF SOUTH FULTON, GEORGIA

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

S. DIANE WHITE, CITY CLERK

APPROVED AS TO FORM:

EMILIA C. WALKER, CITY ATTORNEY

The foregoing Ordinance No. 2020-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

William “Bill” Edwards, Mayor
Carmalitha Gumbs, Mayor Pro Tem
Catherine Foster Rowell
Helen Zenobia Willis
Gertrude Naeema Gilyard
Corey Reeves
khalid kamau
Mark Baker

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Resolution for ARC Green Program

DATE: May 26, 2020

SUBJECT: Council Approval of Resolution for ARC Green Program

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
FIS for ARC Green Program	Cover Memo	5/20/2020
Resolution for ARC Green Program Participation	Cover Memo	5/20/2020

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Diane White, City Clerk

FROM: Frank S. Milazi, CFO *FM*

DATE: May 13, 2020

SUBJECT: Fiscal Impact Statement – ARC Green Program Participation Resolution

CONCLUSION

Funds are not needed for the implementation of the proposed resolution.

BACKGROUND

The purpose of this resolution is to develop a sustainability plan and participate in the Atlanta Regional Commission’s (“ARC”) Green Communities Certification Program; and for other lawful purposes. The ARC Green Communities Program (“GCP”) is a voluntary certification program that aims to create a greener, healthier and livable region. Through this resolution, Council desires to obtain an ARC Green Communities Bronze Certification by May 2022, which will involve establishing a “Green Team” and an implementation phase with the Director of Performance Management being responsible for spearheading the process.

FINANCIAL IMPACT

There is no financial impact on the FY 2020 budget or FY2020 fiscal year appropriations/allocation.

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

**A RESOLUTION ESTABLISHING THE CITY OF SOUTH FULTON'S INTENT TO
DEVELOP A SUSTAINABILITY PLAN AND PARTICIPATE IN THE ATLANTA
REGIONAL COMMISSION'S GREEN COMMUNITIES CERTIFICATION PROGRAM;
AND FOR OTHER LAWFUL PURPOSES**

(Sponsored by Councilperson 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 acknowledges that its residents desire a stable, sustainable future for themselves and future generations and pledges to educate itself and community members about sustainable practices and initiatives that are economically-sound;

WHEREAS, the City seeks to optimize the quality of life for its residents by developing a model of government that benefits our residents now and far into the future;

WHEREAS, the City desires to create a sustainability plan to set goals and metrics, and a long-term strategy to conserve energy and make smart investments to improve local air quality, reduce greenhouse gas emissions, reduce auto dependency, decrease waste and reduce urban sprawl;

WHEREAS, the Atlanta Regional Commission's ("ARC) Green Communities Program ("GCP") is a voluntary certification program that aims to create a greener, healthier and more livable region by helping local governments implement measures that will reduce their environmental impact and to improve quality of life;

WHEREAS, the City Council desires through this Resolution to seek community-based sustainable solutions to strengthen our community, with the goal to secure ARC Green Communities Bronze Certification by May 2022; 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. In an effort to focus attention and effort within the City on matters of sustainability, the City Council wishes to pursue the following local initiatives and actions to help ensure Atlanta Regional Commission's Green Communities Certification:

- a. **Establishment of Green Team.** The City hereby declares that the Environmental Committee shall serve as the Green Team for the Atlanta Regional Commission Green Communities Program; and
- b. **Implementation.** The Director of Performance Management shall be responsible for preparing the ARC Green Communities Application and developing a sustainability plan and implementation schedule to track the City's progress toward achieving the various measures identified. The City Manager shall allocate appropriate staff to assist the Director of Performance Management where the need arises.

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, codification, and

supplementation 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.

THIS RESOLUTION adopted this _____ day of _____ 2020.

CITY OF SOUTH FULTON, GEORGIA

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

S. DIANE WHITE, CITY CLERK

APPROVED AS TO FORM:

EMILIA C. WALKER, CITY ATTORNEY

The foregoing RESOLUTION No. 2020-_____, adopted on _____
was offered by Councilmember _____, who moved its approval. The motion
was seconded by Councilmember _____, and being put to a vote, the result
was as follows:

	AYE	NAY
William "Bill" Edwards, Mayor	_____	_____
Carmalitha Gumbs, Mayor Pro Tem	_____	_____
Catherine Foster Rowell	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Corey Reeves	_____	_____
Khalid Kamau	_____	_____
Mark Baker	_____	_____

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council 1st Reading of Curb Your Dog Ordinance

DATE: May 26, 2020

SUBJECT: Council 1st Reading of Curb Your Dog Ordinance

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance to Curb Your Dog and Horse	Cover Memo	5/20/2020
FIS - Ordinance to Curb Dog and Horse	Cover Memo	5/20/2020

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

6 **AN ORDINANCE AMENDING TITLE 18, ANIMAL CONTROL, OF THE CITY OF**
7 **SOUTH FULTON, GEORGIA, CODE OF ORDINANCES; PROVIDING**
8 **REGULATIONS FOR THE CURBING OF DOG AND HORSE WASTE; INCREASING**
9 **PUBLIC SAFETY; ENHANCING THE SAFETY AND LIVABILITY OF THE CITY AND**
10 **FOR OTHER LAWFUL PURPOSES**

11 **(Sponsored by Councilperson Gumbs)**
12

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

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

19 **WHEREAS**, Section 1.12(b)(2) of the City Charter authorizes the City to enact
20 ordinances for the regulation of animals for the safety and order of the City;
21

22 **WHEREAS**, the City Council finds that dog and horse waste can compromise the
23 quality of the water, air, and resources needed by plants and animals to thrive;
24

25 **WHEREAS**, exposure to dog and horse waste can pose serious risks to humans,
26 as well as young and/or unvaccinated animals throughout the City;
27

28 **WHEREAS**, exposure to dog and horse waste can cause sickness and disease,
29 such as parasites diarrhea, vomiting, dehydration, E. coli, Giardia and Salmonella;
30

31 **WHEREAS**, the City Council through this Ordinance, desires to reduce the risk of
32 sickness and disease within the City, thereby making the City a safer and more
33 enjoyable place; and
34

35 **WHEREAS**, this Ordinance is in the best interests of the health and general
36 welfare of the City, its residents and general public.
37

38 **THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS** as
39 follows:
40

41 **Section 1.** The City of South Fulton Code of Ordinances, Title 18, Animal
42 Control, Article 3, Dogs and Cats, is hereby amended to 1) change the title of Article 3
43 to "Dogs, Horses and Cats" and 2) to establish a new Section 18-3004, which shall read
44 as follows:

TITLE 18 – ANIMAL CONTROL

...

ARTICLE 3. – DOGS, HORSES AND CATS

...

Sec. 18-3004. - Dog and Horse feces to be removed by owner or custodian.

(a) **Violation.** It is unlawful for any dog and/or owner, and/or person having custody of any dog and/or horse, to fail to immediately remove and dispose of in a legal manner, any feces deposited by such animal upon:

(1) Any City sidewalk, gutter, street, or other public area; or

(2) Private property, without the consent of the property owner or person in lawful possession of the property.

(b) **Exception.** The provisions of this section shall not apply to a blind person being accompanied by a guide dog.

(c) **Penalty.** Violators of this section shall be subject to punishment and/or fines, as allowed by law.

(d) **Encouragement to Persons Filing Complaints.** Persons wishing to file a complaint against another for violating this ordinance are encouraged to provide the City police department with:

(1) The name and address of the violator; and

(2) Recordings and/or other evidence showing sufficient proof of such violation against the person alleged.

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 Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

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

(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 Ordinance and 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 on the date as set forth under Sec. 3.21 of the City Charter unless provided otherwise by applicable local, state and/or federal law.

THIS ORDINANCE so adopted this _____ day of _____ 2020.

CITY OF SOUTH FULTON, GEORGIA

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

S. DIANE WHITE, CITY CLERK

APPROVED AS TO FORM:

EMILIA C. WALKER, CITY ATTORNEY

The foregoing Ordinance No. 2020-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
William "Bill" Edwards, Mayor	_____	_____
Carmalitha Gumbs, Mayor Pro Tem	_____	_____
Catherine Foster Rowell	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Corey Reeves	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Diane White, City Clerk

FROM: Frank S. Milazi, CFO *FM*

DATE: May 11, 2020

SUBJECT: Fiscal Impact Statement – Curb Your Dog Ordinance

CONCLUSION

Funds are not needed for the implementation of the proposed ordinance as this ordinance is to establish a policy or regulation.

BACKGROUND

The proposed ordinance seeks to amend Title 18, Animal Control, for the purposes of the curbing of dogs and for other lawful purposes.

Through this ordinance, Council desires to enact an ordinance for the regulation of animals for the safety and order of the City. This ordinance will protect the general public as animal waste could potentially expose the general public to sickness and diseases such as E-coli and Salmonella.

FINANCIAL IMPACT

This ordinance is to establish a policy. Therefore, there is no financial impact on the FY 2020 budget or FY2020 fiscal year appropriations/allocations.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Discussion of FY20 Mid-Year Budget
Amendment

DATE: May 26, 2020

SUBJECT: Council Discussion of FY20 Mid-Year Budget
Amendment

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT: