CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, June 27, 2017, 5:00pm

The Honorable William "Bill" Edwards, Mayor

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

The Honorable Carmalitha Gumbs, District 2 Councilmember

The Honorable Helen Z. Willis, District 3 Councilmember

The Honorable Naeema Gilyard, District 4 Councilmember

The Honorable Rosie Jackson, District 5 Councilmember

The Honorable khalid kamau, District 6 Councilmember

The Honorable Mark Baker, District 7 Councilmember

WORK SESSION AGENDA

1. Review of the June 13, 2017 Regular Meeting Agenda
2. Other discussion

DIVIDER SHEET

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, June 27, 2017, 7:00pm

The Honorable William "Bill" Edwards, Mayor

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

The Honorable Carmalitha Gumbs, District 2 Councilmember

The Honorable Helen Z. Willis, District 3 Councilmember

The Honorable Naeema Gilyard, District 4 Councilmember

The Honorable Rosie Jackson, District 5 Councilmember

The Honorable khalid kamau, District 6 Councilmember

The Honorable Mark Baker, District 7 Councilmember

REGULAR MEETING AGENDA

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Approval of the Consent Agenda
    a. Meeting Minutes – Tuesday, June 13, 2017
    b. Meeting Minutes – Tuesday, June 20, 2017
    c. Proclamations
        i. 100th Birthday Celebration of Mrs. Katie Sue Dennis Wimbish - Centenarian **(Edwards)**
5. Approval of the Regular Meeting Agenda

6. Proclamations and Recognitions
    a. Proclamation recognizing Pastor Warren L. Henry Sr. Appreciation Day. **(Willis)**
    b. Proclamation recognizing Gary Davis – Next Level Boys Academy Appreciation Day. **(Baker)**
7. Public Comment
    a. Speakers will be granted up to two minutes each and public comment will not exceed 30 minutes. Speakers will not be allowed to yield or donate their time to other speakers.
8. Business
    a. Resolutions
        i. Resolution approving a cable television franchise agreement between the City of South Fulton and Comcast of Georgia/Michigan, LP **(Res2017-026); and,**
        ii. Resolution approving the Intergovernmental Agreement (IGA) between the City of South Fulton and Fulton County **(Res2017-030).**
    b. Ordinances
        i. Adoption of Business and Occupation Taxation Ordinance **(Ord2017-008);**
        ii. Adoption of Excise Taxation of Adult Beverages Ordinance **(Ord2017-009);**
        iii. Adoption of Ordinance establishing the Planning Commission for the City of South Fulton **(Ord2017-010);**
        iv. Adoption of Ordinance establishing the Zoning Board of Appeals for the City of South Fulton **(Ord2017-011);**
        v. Adoption of Ordinance establishing the Code Enforcement Board for the City of South Fulton **(Ord2017-012); and,**
        vi. Adoption of Ordinance establishing Building Regulations **(Ord2017-013).**

9. City Manager's Weekly Update

10. Other (New) Business
11. Mayor and City Council Comments
12. Executive Session (CLOSED), if necessary
13. Adjournment

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

DIVIDER SHEET

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
June 13, 2017, 5:00pm

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

WORK SESSION MINUTES

The Mayor called the Work Session to order at 5:00pm. He asked the Clerk to call the roll and a quorum was present.

1. Retreat

Clara Axam, Clarification & Mediation, Inc., spoke briefly about her facilitation firm and presented her proposal for a City Council retreat on Wednesday, June 21, 2017, 9am to 5pm at The Inn at Serenbe. After her presentation, the Mayor and Council asked a few questions and the Mayor thanked Ms. Axam.

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2. Ambulance Services

The City Manager gave a brief presentation regarding the current service and asked to hear from Council regarding what areas need improvement, as they work through the contract terms and conditions.

The Mayor's concern is regarding how many times, within the last three years, this contract has been at double zero.

Councilmember Willis expressed concerns regarding response time, the number of available trucks, lack of equipment, and not having dedicated ambulance services for the area.

Councilmember Gumbs expressed concerns regarding the vendor not having proper equipment and a low number of vehicles. She also asked about what kind of strategic plan will be put in place to improve the response times, and lastly she asked to see a cost analysis pertaining to using other providers.

Councilmember Jackson expressed concern regarding the response times.

Mayor Pro Tem Rowell requested a presentation regarding response times from the current provider and for staff to identify other potential providers.

Councilmember Baker requested for improvement in the area of professionalism delivered by the provider and he described a recent incident at the LA Fitness on Old National Highway.

a. **A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Willis to request a presentation for the June 27, 2017 Regular Meeting from the Ambulance Services vendor regarding service delivery,**

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and to request staff to provide additional vendors who can provide emergency transport services. The motion passed unanimously.

3. Review of the June 13, 2017 Regular Meeting Agenda

A presentation was given regarding health, dental, vision, life and pension benefits and the possibility of a Broker or consultant for the plans. Concerns regarding cost were expressed by Mayor Pro Tem Rowell and the Mayor.

a. **A motion was made by Councilmember Willis to move the Medical item to the Consent agenda for approval. (MOTION WITHDRAWN)**
b. **A motion was made by Councilmember Willis and seconded by Mayor Pro Tem Rowell to move the health, dental, vision and life benefits item (Res2017-016), without utilizing a broker, to the Consent Agenda for approval. The motion passed unanimously.**
c. **A motion was made by Councilmember khalid and seconded by Councilmember Jackson to move the Pension benefits item (Res2017-028) to the Consent Agenda for approval. The motion passed unanimously.**

   Councilmember khalid requested staff to look at the Georgia Municipal Associations defined benefit (health) plan for a cost comparison.

d. **A motion was made by Councilmember Baker and seconded by Councilmember Gumbs to move the Legal Organ item (Res2017-024) to the Consent Agenda for approval. The motion passed unanimously.**

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The Council agreed to hear the Budget item on the Regular Meeting agenda.

e. **A motion was made by Councilmember Gumbs and seconded by Councilmember Jackson to hold the cable franchise agreement (Comcast) item (Res2017-0026) to the next meeting. The motion passed with Councilmembers Gumbs, Willis, Gilyard, Jackson, khalid and Baker voting yea. Mayor Pro Tem Rowell voted nay. The motion passed.**
f. **A motion was made by Councilmember khalid and seconded by Councilmember Rowell to move the telephone companies item (Res2017-027) to the Consent Agenda for approval. The motion passed unanimously.**

Attorney Brian Lake presented an overview and explanation for the Ordinances relating to Georgia Power (Ord2017-004), Greystone Power (Ord2017-005), and Cable/Video franchises (Ord2017-006).

Interim City Attorney Josh Belinfante presented an overview and explanation for the Ordinances relating to Taxation (Ord2017-007), including Ad Valorem, Motor Vehicle, Insurance Premiums, Financial Institutions and the Business and Occupation Taxation (Ord2017-008).

The Mayor stressed the need to do everything necessary to position the City to start taking in revenues. Councilmember khalid seconded his interest.

g. **A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Gilyard to request the CFO to do an analysis for a fee structure relating to Occupational**

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taxes and bring the information back to the Council. The motion passed unanimously.

The Mayor announced that the City Council Work Session is recessed at 6:36pm, and the City Council will reconvene for the Regular Meeting at 7:00pm.

4. Other discussion

none

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CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, June 13, 2017, 7:00pm

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

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REGULAR MEETING MINUTES

1. Call to Order

Mayor Edwards called the meeting to order at 7:04pm.

2. Invocation

The Invocation was rendered by Pastor Warren L. Henry, Chaplain and he presented Mayor and Council with an item from the Madison County, AL, Commission Chairman Dale Strong for the care that was rendered to their loved ones.

3. Pledge of Allegiance

The pledge was recited in unison.

4. Approval of the Consent Agenda
    a. Meeting Minutes – Tuesday, May 23, 2017

b. Meeting Minutes – Tuesday, May 30, 2017
c. Meeting Minutes – Friday, June 2, 2017
d. Meeting Minutes – Tuesday, June 6, 2017
e. Proclamations
    i. Last of the Lancers Alumni Appreciation Day **(Willis)**
    ii. General Overseer Dr. Craig L. Oliver, Sr. Appreciation Day **(Edwards)**

A motion was made by Councilmember Willis and seconded by Councilmember Baker to approve the Consent Agenda as amended, including items that were moved from the Regular Meeting agenda to the Consent Agenda. The motion passed unanimously.

5. Approval of the Regular Meeting Agenda

A motion was made by Councilmember Baker and seconded by Councilmember Gilyard to approve the Regular Meeting Agenda as amended. The motion passed unanimously.

6. Proclamations and Recognitions

none

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

The following speakers gave public comment:

- **Ms. Vangie Watkins (certified boundary map for the City and concerns relative to the City Council)**
- **Mr. Greg Fann (Employee benefits)**
- **Ms. Charlotte Davis (MARTA routes)**
- **Mr. Harold Reed (zoning resolutions, impact fee structure for new construction/development)**
- **Mr. Roger Davis (accidents on State-controlled roadways)**

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- **Ms. Glenda Collins (Budget, unexpected charges, AT&T telephone 3% fee, does it apply to landlines or cell phones)**
- **Mr. John Ross and Dr. Terchillo (proposed Federal Credit Union)**
- **Mr. Eric Bell (organizer with FC police, back to school event to give out book bags)**
- **Mr. Mike Taylor (Cedar Grove Community Association, Next Door agency to share information)**
- **Mr. Don Winbush (Comprehensive strategic plan - rebirth for the Old National Merchants association)**

8. Business
    a. Resolutions
        i. Resolution approving certain contracts for Employee Benefits (Kaiser, BCBS, Aetna, and EyeMed) **(Res2017-016); [APPROVED UPON THE ADOPTION OF THE CONSENT AGENDA]**
        ii. Resolution adopting defined contribution plan and 457(b) deferred compensation plan **(Res2017-028); [APPROVED UPON THE ADOPTION OF THE CONSENT AGENDA]**
        iii. Resolution designating the legal organ for the City **(Res2017-024); [APPROVED UPON THE ADOPTION OF THE CONSENT AGENDA]**
        iv. Resolution to adopt the Fiscal Year 2017 Final Budget for each fund of the City, appropriating the amounts shown in each fund as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding available, and for various other reasons **(Res2017-025)**;

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Following the Executive Session, the City Attorney advised that the motions/actions taken in executive session regarding personnel that amended the budget document would be incorporated in the Final Budget documents.

The following actions were taken regarding the Budget:

A. A motion was made by Councilmember Baker and seconded by Councilmember Jackson and khalid to remove $165,568.00 from the Contingency line item and defer these payments to the Interim City Attorney until the next budget cycle.

A friendly amendment was made by Councilmember khalid and seconded by Mayor Pro Tem Rowell to postpone hiring Council Aides until October. The friendly amendment was not accepted.

Motion A. passed. Councilmembers Gumbs, Gilyard, Jackson, khalid and Baker voted yea. Mayor Pro Tem Rowell and Councilmember Willis voted no.

B. A motion was made by Councilmember Gumbs to look at moving the Council Aide positions until the Council nails down the budget. The motion did not receive a second.

C. A motion was made by Councilmember khalid and seconded by Mayor Pro Tem Rowell to postpone hiring Council Aides until October. The motion passed unanimously.

D. A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Willis to reduce the City Manager's office to two staff positions, thereby eliminating the Executive Assistant position. The motion failed for a lack of four affirmative votes. Mayor Pro Tem Rowell and Councilmember Willis voted yea. Councilmembers

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Gumbs, Gilyard, Jackson, khalid and Baker voted no.

E. A motion was made by Councilmember Jackson to defund the Assistant to the City Manager position. The motion failed for a lack of a second.

F. A motion was made by Councilmember khalid to approve the Budget with the cuts made earlier that evening. He withdrew his motion.

G. A motion was made by Councilmember Baker and seconded by Councilmember Jackson to change the three full-time Council Aides to seven part-time Council Aides and take effect with the adoption of the Budget (before October), since the scenarios were included in the balanced budget proposal. The motion failed for a lack of four affirmative votes. Councilmembers Gilyard, Jackson and Baker voted yea. Mayor Pro Tem Rowell and Councilmembers Willis and khalid voted no. Councilmember Gumbs abstained and indicated that bringing the employees on could wait until October. The motion failed for a lack of four votes.

Mayor Pro Tem Rowell requested the Clerk to announce the motions taken in Executive Session regarding Personnel which gave direction to the City Manager and amended the budget figures with respect to personnel-related items.

The following motions were made and approved during executive session:

1) A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember khalid to move/separate-out the Mayor's budget/staff person from the City Council budget.

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2) ***A motion was made by Councilmember Jackson and seconded by Councilmember khalid to remove $107,062.70 from the Economic Development line item and create a separate line item for Communications and Marketing.***
3) ***A motion was made by Councilmember khalid and seconded by Councilmember Baker to earmark $35,000.00 for Communications, $15,000.00 for Marketing (naming/branding, seal, motto), and for the remaining balance from the $107,062.70 originally slated for Economic Development to be placed into Contingency.***

Continuing in open session:

H. A motion was made by Councilmember Baker and seconded by Councilmember Jackson to place the $165,568.00 earmarked for the City Attorney back into the Contingency line item, since it was included in the balanced budget proposal. The motion passed. Mayor Pro Tem Rowell and Councilmembers Gumbs, Willis, Gilyard, Jackson and Baker voted yea. Councilmember khalid voted no.

I. A motion was made by Councilmember Baker and seconded by Councilmember khalid to approve the Budget as amended. The motion passed unanimously.

v. Resolution approving a cable television franchise agreement between the City and Comcast of Georgia/Michigan, LP **(Res2017-026); and,**

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[HELD AS REQUESTED DURING THE WORK SESSION]

vi. Resolution authorizing the City to request and accept due compensation from telephone companies operating within City limits **(Res2017-027)**; **[APPROVED UPON THE ADOPTION OF THE CONSENT AGENDA]**

b. Ordinances

i. Ordinance granting permission and consent to Georgia Power Company, a Georgia corporation, and its successors, lessees, and assigns, to occupy the streets and public places of the City, in constructing, maintaining, operating, and extending poles, lines, cables, equipment, and other apparatus for transmitting and distributing electricity and for other purposes **(Ord2017-004); [FIRST READING]**

ii. Ordinance granting permission and consent to Greystone Power Corporation, a Georgia nonprofit electric membership corporation, and its successors, lessees, and assigns, to occupy the streets and public places of the City, in constructing, maintaining, operating, and extending poles, lines, cables, equipment, and other apparatus for transmitting and distributing electricity and for other purposes **(Ord2017-005); [FIRST READING]**

iii. Ordinance to establish collection of franchise fees applicable to holders of cable and video franchises issued by the State of Georgia **(Ord2017-006); [FIRST READING]**

Attorney Brian Lake presented an overview and explanation for the Ordinances relating to Georgia Power (Ord2017-004), Greystone Power (Ord2017-005), and Cable/Video franchises (Ord2017-006).

It was noted that these items are on the agenda for first reading, with action to be taken at the next meeting.

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iv. Adoption of Taxation Ordinance **(Ord2017-007); and, [FIRST READING]**

v. Adoption of Business and Occupation Taxation Ordinance **(Ord2017-008). [FIRST READING]**

Interim City Attorney Josh Belinfante presented an overview and explanation for the Ordinances relating to Taxation (Ord2017-007), including Ad Valorem, Motor Vehicle, Insurance Premiums, Financial Institutions and the Business and Occupation Taxation (Ord2017-008).

It was noted that these items are on the agenda for first reading, with action to be taken at the next meeting.

9. Other (New) Business

none

10. Mayor and City Council Comments

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

11. Executive Session (CLOSED), if necessary

a. A motion was made by Councilmember Willis and seconded by Councilmember Gumbs to close the meeting for Executive Session concerning Real Estate, Personnel and Litigation. The motion passed unanimously and the meeting was closed at 8:08pm.

b. In open session, a motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Gumbs to close/end the Executive Session. The motion passed. Mayor Pro Tem Rowell and Councilmembers Gumbs, Willis, Gilyard, Jackson and khalid voted yea. Councilmember Baker voted no. The Executive Session ended at 10:25pm.

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12. Adjournment

Mayor Edwards entertained a motion to adjourn which was made by Councilmember Baker. The meeting adjourned at 11:23pm.

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

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CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, June 20, 2017, 5:00PM

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

SPECIAL CALLED MEETING – MINUTES

5:00PM

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The meeting was called to order by Mayor Edwards at 5:01pm.

1. Resolution to adopt the Fiscal Year 2017 Final Budget for each fund of the City, appropriating the amounts shown in each fund as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding available, and for various other reason. **(Res2017-025)**

A motion was made by Councilmember Gilyard and seconded by Councilmember Jackson to amend wording in the Budget Resolution, within Section 3. Legal Level of Control, thereby changing any references regarding "fund" to "department." The motion passed unanimously.

Councilmembers Jackson and Baker requested a separate line item for Marketing, $15,000.00, as previously decided by the Council.

Councilmember Willis requested separate line items for the Mayor/Council.

Following this motion, the City Treasurer left the room to adjust the Budget line items (General Fund), so that he could present the new figures to the City Council resulting from the debate.

2. Resolution appointing Frank Milazi the City Treasurer; and for other purposes. **(Res2017-029)**

A motion was made by Councilmember Willis and seconded by Councilmember Gilyard to appoint Frank Milazi as the City Treasurer. The motion passed unanimously.

3. Adoption of Ordinances (Second Reading)
   - **Ord2017-004** (Granting Permission for GA Power)

A motion was made by Councilmember Willis and seconded by Councilmember Jackson to request Georgia Power to develop and disseminate a communication (like the one prepared by Greystone), informing customers that they are now receiving services in the City of South Fulton, the City will be collecting the franchise fees, and the fees will be seen on their bills. Mayor Pro Tem Rowell, Councilmembers Gumbs, Willis, Gilyard, Jackson and Baker voted yea. Councilmember khalid voted no. Therefore, the motion passed.

   - **Ord2017-005** (Granting Permission for Greystone Power)
   - **Ord2017-006** (Granting Permission for Cable and Video Franchises)

A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Willis to approve Ordinances 2017-004, 2017-005, and 2017-006 granting collection of franchise fees. The motion passed unanimously.

   - **Ord2017-007** (Adopting of Taxation Ordinance)

A motion was made by Councilmember khalid and seconded by Councilmember Gumbs to strike the word "Reserved" from Chapter 4 – RENTAL MOTOR VEHICLE EXCISE TAX. The motion passed unanimously.

A motion was made by Councilmember khalid and seconded by Councilmember Gilyard to adopt/approve Ordinance 2017-007 as amended. The motion passed unanimously.

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- **Ord2017-008** (Adopting of Business and Occupation Taxation Ordinance)

A motion was made by Councilmember Willis to push the implementation of this function (Ordinance) back, until the City has sufficient infrastructure and personnel in place. The motion failed for a lack of a second.

A motion was made by Councilmember khalid to set the effective date of this Ordinance for October 1, 2017. The motion failed for a lack of a second.

A motion was made Mayor Pro Tem Rowell and seconded by Councilmember khalid to set the effective date of this Ordinance for January 1, 2018. Mayor Pro Tem Rowell and Councilmember khalid voted yea. Councilmembers Gumbs, Willis, Gilyard, Jackson and Baker voted no. Therefore, the motion failed.

A motion was made by Councilmember khalid and seconded by Councilmember Baker to lay on the table Ordinance 2017-008. [No vote was taken]

The Mayor advised that both preceding motions regarding Ordinance 2017-008 have the same effect, and this Ordinance will return for the next meeting.

Then, the Mayor called for a short recess (10-minute) and recognized former elected officials in attendance. The recess began at 5:50pm.

The Special Called Meeting was called to order by Mayor Edwards and it reconvened at 6:05pm.

4. Ordinance (First Reading)
   - **Ord2017-009** (Consideration of Adult Beverage Excise Taxation Ordinance)

[THE CITY ATTORNEY PRESENTED THIS ORDINANCE FOR FIRST READING ONLY]

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At this point in the meeting, the Budget discussion (Res2017-025) continued:

The City Treasurer presented the changes/revisions made to the Budget (General Fund) by the City Council, as a result of the previous actions taken and discussions.

A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Baker to approve the 2017 Final Budget as presented with the changes. The motion passed unanimously.

A motion was made by Councilmember Baker and seconded by Councilmember Jackson to approve the Budget Resolution as amended previously (changing "fund" to "department"), and including the amended Budget (General Fund) as an exhibit. The motion passed unanimously.

Thereupon, the Special Called Meeting ended at 6:16pm.

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Tuesday, June 20, 2017, 6:00PM

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

WORK SESSION MINUTES

6:00PM

The Work Session was called to order by Mayor Edwards at 6:16pm.

1. City Manager's Update

Following a presentation by the City Manager, the City Council held a discussion regarding Municipal Court and the transition of the Planning & Community Services department. HR staff (Zina Cooper and Anquilla

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Henderson) presented Phase One of the Employee Transition plan for Planning and Code.

2. RFPs for Solid Waste and Recycling Services

Camilla Moore made a presentation regarding the work of the Transition (Team) Commission in this area and provided the Council with information regarding the next steps that are needed.

Councilmember Willis presented her concerns with the following matters: minority goals; containers within the community and acceptable standards; community cleanups and going to schools and senior centers to educate regarding recycling; compressed natural gas trucks within the fleet; and, age limits on trucks, no more than 6 years old.

Camilla Moore recommended the Council to hold town hall meetings in this area and to advertise the RFP in the usual places including but not limited to GMA and the State government websites.

Councilmember Gumbs requested the City Manager to tighten up the selection process and the dates to have a more reasonable timeline.

Mayor Edwards requested the City Attorney to provide the Council with best practices including guidelines regarding a code of silence or a silence period. He also recommended having local preference points. Finally, he requested the City Manager to hold town hall meetings in major areas of the City, like Sandtown, Cliftondale, Old National and Cedar Grove. Councilmember Willis added Welcome All.

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Councilmember khalid indicated his interest to have a Work Session regarding this matter, and he asked Camilla Moore for clarification regarding the collection days including recycling.

3. Travel Policy

The City Manager provided a proposal for the implementation of a Travel Policy with a recommendation to follow the Federal Government rates and guidelines, including $51.00/day for meals and incidentals, $0.535/mile for travel whether using your own car or a rental, and receipts for all reimbursable items including parking.

4. Holiday Calendar

The City Manager presented a proposal for observed holidays, recommending a typical calendar with 13 days for employees of the City of South Fulton awaiting feedback from Council.

Councilmember khalid presented a proposal to switch Columbus day with Election day, and to request others to consider giving employees off for Election day.

Mayor Edwards requested Council to route resolutions through the City Attorney and Clerk, prior to presenting them to Council.

Councilmember Willis indicated her support for Councilmember khalid's revenue-neutral proposal.

Councilmember Gumbs requested to see the financial impact of the changes.

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Mayor Pro Tem Rowell is interested in some analysis from the Clerk to see the implications, since staff will be responsible for conducting elections.

5. Policies and Procedures Manual

The City Manager presented a guidebook for personnel policies and procedures modeled after the County's, not including Federal matters like non-discrimination.

Councilmember Jackson requested information to be included for unclassified employees. The City Manager indicated that they will have separate rules for exempt and nonexempt employees. The City Attorney indicated that he had not completed his work in relationship to drafting a policy for unclassified employees, like the Mayor, Council and City Manager.

The Mayor indicated that these policies would be a living, breathing document that can be changed at anytime.

An unrelated question was raised by Councilmember Gilyard regarding the transition of employees for Planning.

The City Manager described the building services contract and its impact, as well as software for planning and code enforcement which will be more comprehensive. She also spoke about the new server that is now in place that will expand capacity. Finance is working with Planning to identify short term needs including a cashier, utilizing cash or credit. Then she spoke about asset turnover whether computers, furniture, equipment or cars, totaling no more than $225,000. We must also get titles for the vehicles, but

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only once services are no longer provided by the County and she will work with the Tax Commissioner to process these transactions quickly. The City Manager also spoke about the need to have the planning and code boards in place as soon as possible.

As it relates to the modeling needed for the Environmental Protection Division (EPD), and related reports, flood plans and maps, work has begun in this area and staff has met with EPD.

Municipal Court is needed in this area as well.

A new comprehensive plan must be completed by February 28, 2019.

The Department of Community Affairs (DCA) will be provided with a new Resolution, if/when we adopt Fulton County's plan.

Councilmember Willis requested a summary/description of the Boards that need to be named, along with the timing needed to make these appointments.

Planning staff comes over on July 3, 2017.

Councilmember khalid requested cost/budget information required to staff or operate these various Boards.

Councilmember Gumbs requested a recommendation regarding pay and that the Board members have term limits.

6. Pay and Class Update

Zina Cooper and Anquilla Henderson presented information regarding a comprehensive pay and class study, blending the Archer Study conducted by Fulton

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County and the DCA Study, including org charts and job descriptions.

Then a proposed organizational chart was presented for the City Department of Development Services and the salary planning worksheet with titles and pay bands.

Staff will make a recommendation for what they believe will be appropriate, based upon a comparative analysis.

Councilmember Baker requested the recommendations to be based upon the City's working budget.

Councilmember Willis requested a recommendation for the employees that are coming over now, from an HR perspective.

Zina Cooper suggested no changes at this time.

Mayor Edwards announced that Mr. Albert Outlaw from Burdett Gym had passed.

Then Mayor Edwards read a letter from Madison County, AL Chairman Dale Strong regarding the bus accident on Camp Creek Parkway indicating their appreciation and thanks for offering the acts of kindness and responsive service during this tragedy.

The Work Session was adjourned by Mayor Edwards at 7:52pm.

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DIVIDER SHEET

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RESOLUTION NO. 2017-026

A RESOLUTION APPROVING A CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE CITY OF SOUTH FULTON AND COMCAST OF GEORGIA/MICHIGAN, LP

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

WHEREAS, pursuant to Act 421 of the 2016 session of the Georgia General Assembly (the "City Charter"), the City of South Fulton incorporated on May 1, 2017;

WHEREAS, pursuant to Section 7.16(b) of the City Charter, the City provided notice to Fulton County of its intent to collect any tax, fee, assessment, fine or forfeiture, other monies;

WHEREAS, the City considers collecting a franchise fee from a cable provider utilizing the public rights of way as compensation to the public for the use of the rights of way and a means of promoting the public health, safety, welfare and economic development of the City and to protect public works infrastructure,

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, AS FOLLOWS:

1. The aforesaid recitals are not mere recitals, but are material portions of this Resolution.

2. The City of South Fulton City Council authorizes the Mayor to execute, on behalf of the City of South Fulton, a Cable Television Franchise Agreement, a copy of which is attached, with Comcast of Georgia/Michigan, LP.

The foregoing Resolution No. **2017-026** 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	_____	_____
Catherine Foster Rowell (Mayor Pro Tem)	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
Khalid kamau	_____	_____
Mark Baker	_____	_____

THIS RESOLUTION adopted this _____ day of _____2017. CITY OF SOUTH FULTON, GEORGIA

_____
WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

_____
MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

_____
JOSH BELINFANTE, INTERIM CITY ATTORNEY

Franchise Agreement

between the

City of South Fulton, Georgia

and

Comcast of Georgia/Michigan, LP

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AGREEMENT

This ***AGREEMENT*** is effective as of the ____ day of _____, 2017 (the "Effective Date"), and is between the City of south Fulton, Georgia, an incorporated Georgia city (the "Franchising Authority" or the "City"), and Comcast of Georgia/Michigan, LP (the "Company"). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and that, as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1

GRANT OF AUTHORITY

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the "Franchise") to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of seven (7) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above,

in the event of any conflict between this Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement shall prevail.

1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. "Materially equivalent" provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company's proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions

that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled city council meeting.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within sixty (60) days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in Section 1.5.2 above.

(d) This Section 1.5.2 shall not apply for VSPs or CSPs providing Video Service or Cable Service in the Franchise Area under the authorization of the Georgia Consumer Choice for Television Act (O.C.G.A. § 36-76-1, *et seq.*).

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the

Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

SECTION 2

THE CABLE SYSTEM

2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this

Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with the Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall not charge the Company, and the Company shall not be required to pay, any fee or charge for the issuance of permits, licenses, or other approvals, as such payments are included in the franchise fees described in Section 4 below. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a streetscape, sidewalk, or private development project.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Georgia Department of Transportation's Utility Accommodation Policy and Standards Manual. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed

underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

2.4.6 New Developments. The Franchising Authority shall provide the Company with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer to give the Company access to open trenches for deployment of cable facilities and at least thirty (30) days' written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Company shall not be required to utilize any open trench.

2.4.7 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until sixty (60) days after the Company's receipt of such updated map and electronic list of addresses, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment as provided in Section 4.1.2 below.

SECTION 3

CUSTOMER SERVICE

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of those requirements do not constitute a breach of this Agreement.

SECTION 4

COMPENSATION AND OTHER PAYMENTS

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to five percent (5%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Georgia, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for

attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax. The Company and the Franchising Authority further agree that the provisions of O.C.G.A. § 36-76-6(h) apply to this Agreement. The Franchising Authority and the Company further agree that no additional business license fees, occupational license fees, or permit fees shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

4.4 Service to Governmental and Institutional Facilities.

4.4.1 Complimentary Installation and Service. The Company shall, within thirty (30) days of receipt of a written request by the Franchising Authority, provide complimentary standard installation and complimentary Basic Service on one outlet for each public primary or secondary school and public library located within the Franchise Area no more than one hundred twenty-five (125) feet from the nearest point of connection to the distribution plant. If a public primary or secondary school or public library within the Franchise Area is located more than one hundred twenty-five (125) feet from the nearest point of connection to the distribution plant, the Company shall, within thirty (30) days of receipt of a written request from the Franchising Authority, provide a written estimate for the cost of extending the distribution plant to the school or library, as well as any necessary interior wiring costs.

4.4.2 Government Discounts. The Company may provide a government discount rate if the Franchising Authority requests additional outlets at a public school or public library or requests Cable Service to any other government facility within the Franchise Area.

SECTION 5

COMPLIANCE REPORTS

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Georgia Open Records Act (O.C.G.A. § 50-18-70, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Georgia Open Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 10.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

SECTION 6

ENFORCEMENT

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

(a) seek specific performance;

(b) commence an action at law for monetary damages or seek other equitable relief; or

(c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged

substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

6.6 Technical Violations. The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violation(s) of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

SECTION 7

ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

(a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are

generally applicable to users of the public right-of-way and specifically including the Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1, *et seq.*);

(b) a description of the transferee's service area; and

(c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

SECTION 8

INSURANCE AND INDEMNITY

8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Georgia with a rating of not less than "A minus," and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars ($1,000,000.00) for bodily injury or death of any one person, One Million Dollars ($1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars ($1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the Franchising Authority.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Georgia Workers' Compensation Act.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including but not limited to reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to

indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or negligence of the Franchising Authority or for the Franchising Authority's use of the Cable System.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

SECTION 9

PUBLIC, EDUCATION, GOVERNMENT ACCESS

9.1 Channel Capacity. Upon written request by the Franchising Authority, the Company agrees to make available channel capacity no later than twelve (12) months after receipt of a written request, up to one (1) fully dedicated Channel position, on the digital tier, to be designated for non-commercial, non-revenue generating public, educational, or governmental ("PEG") access purposes. Unused time on the PEG Channel position may be utilized by the Company subject to terms to be mutually agreed upon by the Company and the Franchising Authority.

9.2 Programming Obligations. The Franchising Authority certifies and commits to maintain fifteen (15) hours per month of non-duplicative original programming on the activated PEG Channel position throughout the term of the Agreement. Should the Franchising Authority fail to maintain the prescribed fifteen (15) hours of programming per month for any period of three (3) consecutive months on any PEG Channel, the Company may reclaim that Channel position for its own use. For purposes of this Agreement, original programming includes programming produced specifically for, about, or by the City of South Fulton. Character-generated messages, video bulletin board messages, traffic cameras, or other passively produced content shall not count towards the programming obligations of this Agreement.

9.3 Channel Positions. At any time during the term of this Agreement and at the Company's sole option and discretion, the Company may (i) change the transmission technology by which PEG access programming is delivered to Subscribers, provided, however, that the quality of PEG access programming transmitted over the Cable System to Subscribers is of a quality comparable to that which was delivered to the Company by the PEG programmer, or (ii) relocate any PEG programming to a Channel position on its lowest digital tier service delivered to all of the Company's Subscribers. The Company shall notify the Franchising Authority at least thirty (30) days in advance of such changes.

9.4 Interconnection with Other Cable and Video Service Providers. Upon written request of the Franchising Authority, the Company shall interconnect with other cable and video systems in the Franchise Area as required by O.C.G.A. § 36-76-8(i). This subsection 9.4 shall not be construed to mean that the Company is responsible for any costs of said interconnection.

9.5 Ownership. The Company does not relinquish its ownership of its ultimate right of control over a Channel position by designating it for PEG access use. A PEG access user, whether such user is an individual, educational, or governmental user, acquires no property or other interest in the Channel position by virtue of the use of a Channel position so designated.

9.6 Equipment. It shall be the sole responsibility of the Franchising Authority to obtain, provide, and maintain any equipment necessary to produce and cablecast PEG programming over the Cable System. The Company shall not be responsible for obtaining, providing, or maintaining any such equipment.

9.7 No Liability. The Company shall have no liability nor shall it be required to provide indemnification to the Franchising Authority for PEG programming cablecast over the Cable System.

SECTION 10

MISCELLANEOUS

10.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

10.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

10.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

10.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote

the public interest and to protect the health, safety, and welfare of the citizens of the City of South Fulton, Georgia.

10.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

10.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:

City of South Fulton
Attn: City Manager
5440 Fulton Industrial Boulevard
Atlanta, Georgia 30336

COMPANY:

Comcast of Georgia/Michigan, LP

Attn: Vice President, External Affairs

6200 The Corners Parkway, Suite 200

Norcross, Georgia 30092

With a copy to: Comcast Cable Communications, LLC

Attn: Vice President, Government Affairs

600 Galleria Parkway, Suite 1100

Atlanta, Georgia 30339

And: Comcast Cable Communications, LLC

Attn: Legal Dept.

One Comcast Center

Philadelphia, Pennsylvania 19103

10.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

10.7.1 Organization, Standing, and Authorization. The Company is a limited partnership validly existing and in good standing under the laws of the State of California and is duly authorized to do business in the State of Georgia and in the Franchise Area.

10.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

10.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

10.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

10.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

10.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

10.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

9.13 Governing Law. This Agreement shall be deemed to be executed in the City of South Fulton, Georgia, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Georgia, as applicable to contracts entered into and to be performed entirely within that state.

10.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Georgia ("Federal Court") or in a court of the State of Georgia of appropriate jurisdiction ("Georgia State Court"). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Georgia State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 10.6, or to such other address as the Company may provide to the Franchising Authority in writing.

10.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of

the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

10.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 10.16.

10.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words "reasonable," "good faith," or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

10.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

10.19 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the City Council of said Franchising Authority, has caused the corporate name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers

thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

City of South Fulton, Georgia

By: _____

Name: _____

Title: Mayor

(Seal)

Attest: _____

Date: _____

Comcast of Georgia/Michigan, LP

By: _____

Name: Douglas R. Guthrie

Title: Regional Senior Vice President

Attest: _____

Date: _____

APPENDIX A

DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

"**Agreement**" means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

"**Basic Service**" means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

"**Cable Act**" means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

"**Cable Service**" means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. "Cable Service" does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

"**Cable Service Provider**" or "**CSP**" means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"**Cable System**" means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but "Cable System" does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

"**Channel**" means a "cable channel" or "channel" as defined in 47 U.S.C. § 522(4).

"**Company**" means Comcast of Georgia/Michigan, LP, a limited partnership validly existing under the laws of the State of California, or lawful successor, transferee, designee, or assignee thereof.

"**FCC**" means the Federal Communications Commission, its designee, or any successor thereto.

"**Franchise Area**" means the incorporated areas of the City of South Fulton, Georgia, including any areas annexed by the Franchising Authority during the term of the Franchise.

"**Franchising Authority**" means the City of South Fulton, Georgia, or lawful successor, transferee, designee, or assignee thereof.

"**Gross Revenues**" means all revenues received from Subscribers for the provision of Cable Service or Video Service, including franchise fees for Cable Service Providers and Video Service Providers and advertising and home shopping services, and shall be determined in accordance with Generally Accepted Accounting Principles ("GAAP"). Gross Revenues shall not include:

(A) amounts billed and collected as a line item on the Subscriber's bill to recover any taxes, surcharges, or governmental fees that are imposed on or with respect to the services provided or measured by the charges, receipts, or payments therefore; provided, however, that for purposes of this definition of "Gross Revenue," such tax, surcharge, or governmental fee shall not include any ad valorem taxes, net income taxes, or generally applicable business or occupation taxes not measured exclusively as a percentage of the charges, receipts, or payments for services to the extent such charges are passed through as a separate line item on Subscriber's bills;

(B) any revenue not actually received, even if billed, such as bad debt;

(C) any revenue received by any affiliate or any other person in exchange for supplying goods or services used by the provider to provide Cable or Video Programming;

(D) any amounts attributable to refunds, rebates, or discounts;

(E) any revenue from services provided over the network that are associated with or classified as non-Cable or non-Video Services under federal law, including

without limitation revenues received from telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising revenue including without limitation yellow pages, white pages, banner advertisements, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of one or more Cable or Video Services and sold for a single non-itemized price, the term "Gross Revenues" shall include only those revenues that are attributable to Cable or Video Services based on the provider's books and records, such revenues to be allocated in a manner consistent with generally accepted accounting principles;

(F) any revenue from late fees not initially booked as revenues, returned check fees or interest;

(G) any revenue from sales or rental of property, except such property as the Subscriber is required to buy or rent exclusively from the Cable or Video Service Provider to receive Cable or Video Service;

(H) any revenue received from providing or maintaining inside wiring;

(I) any revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, provided the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; or

(J) any amounts attributable to a reimbursement of costs including but not limited to the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming.

"**Person**" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

"**Signal**" means any transmission of radio frequency energy or of optical information.

"**Streets**" means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

"**Subscriber**" means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

"**Video Programming**" means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

"**Video Service**" means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

"**Video Service Provider**" or "**VSP**" means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

APPENDIX B

CUSTOMER SERVICE STANDARDS

Code of Federal Regulations
Title 47, Volume 4, Parts 70 to 79
Revised as of October 1, 1998
From the U.S. Government Printing Office via GPO Access
47 C.F.R. § 76.309
Page 561–63

TITLE 47—TELECOMMUNICATION
CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION
PART 76—CABLE TELEVISION SERVICE
Subpart H—General Operating Requirements

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. “Standard” installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on “service interruptions” promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The “appointment window” alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

DIVIDER SHEET

STATE OF GEORGIA COUNTY OF FULTON CITY OF SOUTH FULTON

ORDINANCE No. 2017-008

ADOPTION OF BUSINESS AND OCCUPATION TAXATION ORDINANCE

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

WHEREAS, the City Council is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government;

WHEREAS, the duly elected governing authority of the City is the Mayor and City Council;

WHEREAS, Section 1.12(b)(41) of the City Charter authorizes the City Council to impose all other taxes that may be allowed by law;

WHEREAS, Chapter 13 of Title 48 of the Official Code of Georgia Annotated authorizes municipalities to impose business occupation taxes and fees;

WHEREAS, the City requires revenue to operate and provide municipal services to City residents;

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

CHAPTER 5 – BUSINESS AND OCCUPATION TAXES (Reserved)

Sec. 2-5001. – Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) *Administrative fee* means a component of an occupation tax that approximates the reasonable cost of handling and processing the occupation tax. Employee means an individual whose work is performed under the direction and supervision of the employer and whose employer withholds FICA, federal income tax, or state income tax from such individual's compensation or whose employer issues to such individual for purposes of documenting compensation a form W-2, but not a form I.R.S. 1099. An individual who performs work under the direction and supervision of one business or practitioner in accordance with the terms of a contract or

agreement with another business that recruits such individual is an employee of the business or practitioner that issues to such individual for purposes of documenting compensation a form I.R.S. W-2.

(b) *Gross receipts.*

(1) The term "*gross receipts*" means total revenue of the business or practitioner for the period, including, without being limited to, the following:

(A) Total income without deduction for the cost of goods sold or expenses incurred;

(B) Gain from trading in stocks, bonds, capital assets, or instruments of indebtedness;

(C) Proceeds from commissions on the sale of property, goods, or services;

(D) Proceeds from fees charged for services rendered; and

(E) Proceeds from rent, interest, royalty, or dividend income.

(2) The term "*gross receipts*" shall not include the following:

(A) Sales, use, or excise taxes;

(B) Sales returns, allowances, and discounts;

(C) Interorganizational sales or transfers between or among the units of a parent-subsidiary controlled group of corporations, as defined by 26 USC 1563(a)(1), between or among the units of a brother-sister controlled group of corporations, as defined by 26 USC 1563(a)(2), between or among a parent corporation, wholly owned subsidiaries of such parent corporation, and any corporation in which such parent corporation or one or more of its wholly owned subsidiaries owns stock possessing at least 30 percent of the total value of shares of all classes of stock of such partially owned corporation, or between or among wholly owned partnerships or other wholly owned entities;

(D) Payments made to a subcontractor or an independent agent for services that contributed to the gross receipts in issue;

(E) Governmental and foundation grants, charitable contributions or the interest income derived from such funds, received by a nonprofit organization which employs salaried practitioners otherwise covered by this article, if such funds constitute 80 percent or more of the organization's receipts; and

(F) Proceeds from sales of goods or services that are delivered to or received by customers who are outside the state at the time of delivery or receipt.

(c) *License* means a permit or certificate issued by the city that allows an entity to operate lawfully in the city. A license does not create any rights to operate in violation of any provision of this Code, and it may be revoked by the city council at any time. This definition applies to any license issued pursuant to this chapter.

(d) *Location or office* includes any structure or vehicle where a business, profession, or occupation is conducted, but shall not include a temporary or construction work site which serves a single customer or project or a vehicle used for sales or delivery by a business or practitioner of a profession or occupation which has a location or office. The renter's or lessee's location that is the site of personal property that is rented or leased from another does not constitute a location or office for the personal property's owner, lessor, or the agent of the owner or lessor. The site of real property which is rented or leased to another does not constitute a location or office for the real property's owner, lessor, or the agent of the owner or lessor unless the real property's owner, lessor, or the agent of the owner or lessor, in addition to showing the property to prospective lessees or tenants and performing maintenance or repair of the property, otherwise conducts the business of renting or leasing the real property at such site or otherwise conducts any other business, profession, or occupation at such site.

(e) *Occupation tax* means a tax levied on persons, partnerships, corporations, or other entities for engaging in an occupation, profession, or business.

(f) *Practitioner of professions and occupants* shall not include a practitioner who is an employee of a business, if the business pays an occupation tax.

(g) *Regulatory fees* means payments, whether designated as license fees, permit fees, or by another name, which are required by city as an exercise of its municipal power and as a part of or as an aid to regulation of an occupation, profession, or business. The amount of a regulatory fee shall approximate the reasonable cost of the actual regulatory activity performed by the city. A regulatory fee does not include an administrative or registration fee.. Regulatory fees do not include development impact fees as defined by

O.C.G.A. § 36-71-2(8) or other costs or conditions of zoning or land development.

Sec. 2-5002. – Occupation Certificate Required

(a) All persons, firms, companies, or corporations, including limited liability companies and professional corporations, now or hereafter operating a business in the city, are hereby required to register their business or office, obtain an occupation tax certificate for their business or office, and pay the amount now or hereafter fixed as taxes and fees thereon. The owners of multifamily rental dwellings or multifamily rental units within the City that receive income for use of four or more such dwellings or units and meet the requirements of O.C.G.A. § 48-13-5 for having a location or office within the City are subject to an occupation tax as provided in this chapter. For the initial year of construction, this section shall not apply to new construction or rehabilitation of a multifamily rental dwelling provided proper permits are obtained from the city.

(b) The occupation tax certificate shall serve as a business license. Additional business licenses may be required as established in this chapter.

(c) Stock or manufacturing companies or other companies, subsidiaries, agencies, district offices, branch offices, corporations or individuals, having either their business proper or their general branch offices located within the city, and either represented by the officers of the company, or any agent, for the purpose of soliciting patronage for the same, or for the transaction of any business pertaining thereto, is required to obtain an occupation tax certificate.

(d) All licenses granted under this article shall expire on April 1 of each year. Licensees are required to make a new application in each year. Such application is treated as an initial application and the applicant is required to comply with all rules and regulations for the granting of licenses as if no previous license had been held.

Sec. 2-5003. – Fee, Basis.

(a) Except as otherwise provided in this article, every business and practitioner subject to this article shall pay a tax based on the gross receipts of such business (the "occupation tax").

(b) The gross receipts tax shall include a flat rate of $50.00 for the first $20,000.00 of gross revenue, and $13.00 per employee. Gross revenues above $20,000.00 are taxed using a fee class table based on profitability. The fee class table ranges from $0.50 to $2.20 per $1,000.00 of gross revenue based on the NAICS Code of the business.

Sec. 2-5004. – Application for Certificate

(a) It shall be the duty of each person, firm or corporation subject to this article to file with the department of finance on or before March 31 of each calendar year an application for registration under this article setting forth all activities of each business, its Standard Industrial Classification Code and/or its North American Industry Classification System Code, its estimated gross receipts for the calendar year of the registration, computation of the amount of tax due including the administrative fee and per employee tax, a copy of the profit and loss statement, a copy of its Georgia Income Tax Return, and such other information as may be required by the director of finance to properly administer this chapter, which may include all or any of the information specified in this chapter. Any new business or practitioner shall apply and register for a new certificate within 30 days after the commencement of business.

(b) For businesses or practitioners with more than one type of service or product, including businesses or practitioners listed under and subject to O.C.G.A. § 48-13-16, the entire gross receipts shall be classified according to the dominant service or product based upon the information provided under subsection (a) hereof.

(c) For each business or practitioner with a location or office situated in more than one jurisdiction, including businesses or practitioners with one or more locations or offices in Georgia and one or more locations outside the state, the City shall allocate the gross receipts as follows for occupation tax purposes in accordance with the following:

(1) Where the business or practitioner can reasonably allocate the dollar amount of gross receipts of the business or practitioner to one or more of the locations or offices on the basis of product manufactured in that location or office or the sales or other services provided in that location or office, the county shall tax the gross receipts generated by the location or office within the City; or

(2) Where the business or practitioner cannot reasonably allocate the dollar amount of gross receipts among multiple locations or offices, the business or practitioner shall divide the gross receipts reported to all local governments in this state by the number of locations or offices of the business or practitioner which contributed to the gross receipts reported to any local government in this state, and shall allocate an equal percentage of such gross receipts of the business or practitioner to each location or office.

(3) In no instance shall the sum of the portions of the total gross receipts of a business or practitioner taxed by all local governments exceed 100 percent of the total gross receipts of the business or practitioner.

(4) In the event of a dispute between the business or practitioner and the county as to the allocation under this section, the business or practitioner shall have the burden of proof as to the reasonableness of the allocation.

(5) Upon request, businesses or practitioners with a location or office situated in more than one jurisdiction shall provide to the City the following:

(A) Financial information necessary to allocate the gross receipts of the business or practitioner; and

(B) Information relating to the allocation of the business's or practitioner's gross receipts by other local governments.

(6) When the City levies an occupation tax on a business or practitioner which has locations encompassed by other jurisdictions and the other jurisdictions use different criteria for taxation, the county shall not tax any greater proportion of the gross receipts than authorized by law.

(d) This chapter applies to each business and practitioner with no location or office within the State of Georgia, which:

(1) Has one or more employees or agents who exert substantial efforts within the unincorporated part of the county for the purpose of soliciting business or serving customers or clients; or

(2) Owns personal or real property which generates income and which is located in the unincorporated part of the county. Gross receipts of such business or practitioner for purposes of this section shall include only those gross receipts reasonably attributable to sales or services in the State of Georgia. If such business or practitioner provides to the director of finance proof of payment of a local business or occupation tax in another state which purports to tax the business's or practitioner's sales or services in the State of Georgia, the business or practitioner shall be exempt from this article.

(e) Real estate brokers transacting business within the unincorporated area of the county are subject to this article. Real estate brokers shall be liable for tax only on gross receipts arising from transactions involving real estate located within the City. Real estate brokers shall be liable for such taxes without regard to their having a location or office in the county.

(f) The provisions of this section may be amended from time to time by resolution of the board of commissioners for the purpose of providing for exceptions to business and occupation taxes as provided under O.C.G.A. § 48-13-10(f).

Sec. 2-5006. – Payment of Fees, Penalties, Refunds.

(a) Following the filing of the application as provided for in Section 2-5005 of this chapter, each business or professional practitioner subject to this article shall remit payment in full for all taxes and fees due not later than March 31 of the year in which the application is filed. Each person, firm or corporation operating under various trade names must secure a separate occupation tax certificate for each trade name issued. In addition, a separate occupation tax certificate must be secured for each business location. If the business or practice was not in operation on January 1, the occupation tax with its associated administrative fees shall be due and payable 30 days following the commencement of business pursuant to section 18-38.

(1) The Finance Officer or his designee shall assess penalties in the amount of the percent of the amount owed for each calendar year or portion thereof for:

(A) Failure to pay occupation taxes and administrative fees when due;

(B) Failure to file an application by March 31 of any calendar year, when the business or practitioner was in operation on January 1 or such calendar year; and/or

(C) Failure to register and obtain an occupation tax certificate within 30 days of the commencement of a new business.

(2) Delinquent taxes and fees are subject to interest at a rate of one and one-half percent per month. Payments required by this chapter may be collected in any suit at law or in equity, or the City may cause executions to issue against the person, firm or corporation liable for the payment. Executions may be levied and sold together with all costs thereof, by the City Finance Officer.

(3) Any person whose duty it is to register any business or practice and obtain any occupation tax certificate required under this article and falls to do so, or who fails to pay the occupation tax or administrative fee required by this chapter, or who makes any deliberate or substantial and material false statement on an application or provides materially false information in support of an application, shall be denied an occupation tax certificate, shall be required to surrender any existing such occupation tax certificate and shall be deemed to have no such occupation tax certificate for purposes hereof, and shall be subject to a civil fine as provided by the law of this state.

(b) Certificate applicants for trade names and for separate business locations shall pay the nonrefundable administrative fee imposed hereby, in addition to the tax imposed by Section 2-5003 of this chapter. In the event a business ceases to operate after the issuance of an occupation tax certificate, no refund of the fee or tax shall be granted.

(c) No business or practitioner subject to this article shall collect any gross receipts as defined herein unless such business or practitioner shall have applied for an occupation tax certificate and/or license as required hereunder. Upon application for an occupation tax certificate, any such business or practitioner may thereupon collect gross receipts, including those incurred but not collected during the period prior to the application, but such business or practitioner shall be subject to the penalties of subsection (a) of this section. If the taxes and fees remain unpaid after the due date, the business or practitioner shall not collect any gross receipts as defined herein. The provisions of this ordinance may be enforced by appropriate injunctive or other relief upon the application of the Finance Officer to the Superior Court of Fulton County.

(d) Practitioners of law may collect gross receipts as defined herein without applying for and obtaining an occupation tax certificate. However, practitioners of law must pay the occupation tax levied herein. Delinquent taxes and fees are subject to interest at a rate of one and one-half percent per month. Any occupation tax with its associated administrative fees hereunder, shall he due and payable by March 31 of each calendar year. If the business or practice was not in operation on January 1, the occupation tax with its associated administrative fees shall be due and payable 30 days following the commencement of business pursuant to this ordinance. The Finance Officer shall assess a penalty in the amount of ten percent of the amount owed for each calendar year or portion thereof for failure to pay occupation taxes and administrative fees when due. In the event of failure to pay the occupation tax required by this chapter, the tax may be collected in any suit at law or in equity. In addition, failure to pay the occupation tax required by this article shall subject the person, firm or corporation to a civil fine as provided by the law of this state.

(e) Except as provided in subsection (b), the refund of the occupation tax levied herein is governed by O.C.G.A. § 48-5-380.

Sec. 2-5007. - Termination of business.

It shall be the duty of each business and practitioner subject to fees and occupation taxes under this chapter, when it shall cease to do business or practice, to return its current occupation tax certificate, together with a statement as to the date of termination of doing business or practice, to the Finance Officer.

Sec. 2-5008. – Professional occupation tax.

(a) Notwithstanding any other provision of this chapter, there is hereby imposed upon practitioners of law, medicine, osteopathy, chiropractic, podiatry, dentistry, optometry, applied psychology, veterinary, landscape architecture, land surveying, massage therapy and physiotherapy, public accounting, embalming, funeral

directing, civil, mechanical, hydraulic and electrical engineering, architecture, marriage and family therapists, social workers, and professional counselors, as their entire occupation tax one of the following, at the practitioner's election:

(1) The occupation tax based on gross receipts resulting from application of the other provisions of this chapter; or

(2) $400.00 each year, but a practitioner paying accordingly shall not be required to provide information relating to the gross receipts of such practitioner. For the purposes of this section, a "practitioner" shall include any individual holding license to practice any of the professions specified herein regardless of whether such individual shall practice as a professional corporation or professional association.

(b) In addition to any other documentation that may be requested or required by the City Finance Officer, an practitioner electing to make a payment pursuant to subsection (a)(2) of this ordinance may be required to demonstrate proof of licensure, if applicable.

Sec. 2-5009. - Transfer; suspension; revocation.

(a) No certificate issued hereunder may be transferred.

(b) Each certificate granted hereunder shall be subject to suspension or revocation for violation of any rule or regulation of the county now in force or hereafter adopted.

(c) Whenever the director of City Finance Officer there is cause to suspend or revoke the occupation tax certificate issued hereunder:

(1) The Finance Officer must give the certificate holder ten-day written notice of intention to suspend or revoke the occupation tax certificate. The ten-day written notice must include the time, place, and purpose of such hearing, and a statement of the charges upon which such hearing shall be held.

(2) A hearing will be scheduled wherein the certificate holder may present a defense to the suspension or revocation before the City Council or its designee. After the hearing, the City Council or its designee may suspend, sanction, or revoke the occupation tax certificate issued hereunder if any of the grounds set forth below exist. An occupation tax certificate may be suspended, sanctioned, or revoked upon one or more of the following grounds:

(A) The certificate holder is guilty of fraud in the operation of the business or occupation he/she practices, or fraud or deceit in being licensed to practice in that area;

(B) The certificate holder is engaged in the business or occupation under a false or assumed name, or is impersonating another practitioner of a like or different name;

(C) The certificate holder is addicted to the habitual use of intoxicating liquors, narcotics, or stimulants to such an extent he/she is unable to perform his or her duties under the business or occupation;

(D) The certificate holder is guilty of fraudulent, false, misleading, or deceptive advertising or practices;

(E) The certificate holder has been convicted of or has pled guilty or nolo contendere to any sexual offense as set out in Title 16, Chapter 6 of the Official Code of Georgia Annotated, or to any offense involving the lottery, illegal possession or sale of narcotics or alcoholic beverages or possession or receiving of stolen property, for a period of five years immediately prior to the filing of the application. If after having been granted a certificate, the applicant is found not to be of good moral character, or pleads guilty or enters a plea of nolo contendere to any of the above offenses, said certificate shall be subject to suspension and/or revocation;

(F) The original application or renewal thereof contains materially false information, or the applicant has deliberately sought to falsify information contained therein;

(G) The establishment is a threat or nuisance to public health, safety or welfare; or

(H) Any other violation of this article.

(3) After the Finance Director makes a recommendation to the City Council to suspend or revoke an occupation tax certificate issued hereunder, the City Council or its designee shall conduct a hearing to hear evidence relevant to the alleged violation.

(A) At the hearing, the Finance Director or his designee first and presents all evidence and argument in support of the recommendation to suspend or revoke the occupation tax certificate issued hereunder. The Finance Director may be represented by the City Attorney or his or her designee. The certificate holder may be represented by counsel.

(B) After the Finance Director makes his/her presentation, the certificate holder or the certificate holder's legal counsel, will present evidence and argument as to why the occupation tax certificate issued hereunder should not be suspended, sanctioned or revoked.

(C) City Council members will have the right to ask questions at any time during the hearing. If the City Council designates the City Court to hear the matter, the rules of procedure applicable to magistrate courts shall apply.

(D) After hearing all of the evidence and arguments of the parties, the City Council or its designee shall render a decision. The suspension, sanction, or revocation decision is final unless the certificate holder files a petition for writ of certiorari to the Superior Court of Fulton County within 30 days of the date of the decision.

Sec. 2-5010. - Display of Occupation Tax Certificate; Penalties.

The certificate holder is required to display the occupation tax certificate issued hereunder in a conspicuous location. Failure to display the occupation tax certificate in a conspicuous location may result in a fine of $100.00. This section does not apply to practitioners of law.

Sec. 2-5011. - Proration of fee.

When any person or business commences business on or after July 1 in any year, the occupation tax authorized hereby shall be levied at the customary rate on the gross receipts of the business or practitioner from the commencement of the business, but the attendant administrative fee shall not be reduced.

******

Section 2: Severability

In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of South Fulton, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or

phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the ordinance.

Section 3: Repealer

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4: Effective Date

Unless specifically specified elsewhere in this Ordinance, the effective date of this Ordinance shall be January 1, 2018.

The foregoing Ordinance No. **2017-008** 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	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS ORDINANCE adopted this _____ day of _____2017. **CITY OF SOUTH FULTON, GEORGIA**

_____
WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

_____

_____, CITY CLERK

APPROVED AS TO FORM:

_____

_____, INTERIM CITY ATTORNEY

DIVIDER SHEET

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORDINANCE No. 2017-009

ADOPTION OF EXCISE TAXATION OF ADULT BEVERAGES ORDINANCE

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

WHEREAS, the City Council is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government;

WHEREAS, the duly elected governing authority of the City is the Mayor and City Council;

WHEREAS, Section 1.12(b)(41) of the City Charter authorizes the City Council to impose all taxes that may be allowed by law;

WHEREAS, O.C.G.A. § 3-4-80 permits the City to impose an excise tax on the sale of distilled spirits;

WHEREAS, O.C.G.A. § 3-4-130 permits the City to impose an excise tax on the sale of drinks containing distilled spirits;

WHEREAS, O.C.G.A. § 3-5-80 mandates that the City impose an excise tax on the sale of malt beverages;

WHEREAS, O.C.G.A. § 3-6-60 permits the City to impose an excise tax on the sale of wine by the package;

WHEREAS, the City requires revenue to operate and provide municipal services to City residents;

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

Section 1: The City of South Fulton Code of Ordinances, Chapter 8, Title 2, Taxation, is hereby established and enacted as follows:

<u>Title 2: TAXATION</u>

CHAPTER 8. – EXCISE TAX ON ADULT BEVERAGES

Sec. 2-8001. - Sale of drinks containing distilled spirits.

(a) *Imposed*. There is imposed upon the retail sale of drinks containing distilled spirits in the city a tax in the amount of three percent of the purchase price of the drink to the consumer. A record of each sale shall be made in writing and maintained for inspection by any authorized agent of the city.

(b) *Licensee to collect and remit*. Every consumption on the premises licensee shall collect the tax imposed by this section from purchasers of drinks containing distilled spirits. The licensee shall furnish such information as may be required by the revenue division of the city to facilitate the collection of the tax.

(c) *Customer receipts; credit sales*. If requested by the purchaser, a consumption on the premises licensee shall give to the purchaser a receipt on which the purchase price and the tax imposed by this section shall be itemized separately. In all cases where the purchase is by deferred payment or credit, the licensee becomes liable for the collection and payment of the tax at the time of delivery of the drink to the purchaser.

(d) *Payment and returns by licensee.*

(1) Each licensee shall pay over the amount of taxes collected and coming due under this section in any calendar month to the city not later than the 20th day of the following calendar month.

(2) On or before the 20th day of each month, a return for the preceding month shall be filed with the revenue division of the city by each licensee liable for the payment of tax under this section. Returns shall be in such form as the city may specify and shall show the licensee's gross receipts from the sale of drinks containing distilled spirits and the amount of taxes collected or coming due thereon. Any amounts collected in excess of three percent of the taxable sales shall be reported and paid to the city.

(3) Licensees shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting, and paying the amount due, if said amount is not delinquent at the time of payment. The rate of deduction shall be the same rate authorized for deductions from state sales and use tax under O.C.G.A. § 48-8-50.

Sec. 2-8002. – Excise Tax – Wholesalers.

(a) There is imposed by the city an excise tax on the first sale or use of malt beverages in the city, as follows:

(1) Where malt beverages, commonly known as tap or draft beer, are sold in or from a barrel or bulk container, a tax of $6.00 on each container containing not more than fifteen and one-half (15½) gallons and a proportionate tax at the same rate on all fractional parts of fifteen and one-half (15½) gallons;

(2) Where malt beverages are sold in bottles, cans or other containers, except barrel or bulk containers, a tax of five cents ($0.05) per twelve (12) ounces and a proportionate tax at the same rate on all fractional parts of twelve (12) ounces.

(b) There is imposed by the city an excise tax on the first sale or use of wine in the city at a rate of twenty-two cents ($0.22) per liter and a proportionate tax at the same rate on all fractional parts of a liter.

(c) There is imposed by the city an excise tax on the first sale or use of distilled spirits in the city at the rate of twenty-two cents ($0.22) per liter and a proportionate tax at the same rate on all fractional parts of a liter.

(d) The excise taxes provided for in this section shall be imposed upon and paid by the licensed wholesale dealer. Such taxes shall be paid on or before the twentieth day of the month following the month in which the alcoholic beverages are sold or disposed of by the wholesaler within the city.

Sec. 2-8003. - Deficiency assessment.

(a) If the city has cause to believe that a return or the amount of tax paid to the city by a licensee is not proper, the city may compute and determine the amount due on the basis of any information available. One or more deficiency determinations may be made of the amount due for any month.

(b) The amount of a deficiency determination shall bear interest at the rate of one percent per month, or fraction thereof, from the due date of the taxes until paid, in addition to any other penalties which may be imposed.

(c) The city shall give notice of a deficiency determination to the licensee. The notice may be served personally or by mail. Service by mail shall be addressed to the named licensee at the licensed premises, shall be made by certified mail, and is complete when delivered with a receipt signed by the addressee or by the receipt of mailing from the United States Postal Service.

(d) Except in the case of fraud, intent to evade this chapter, or failure to make a return, every notice of a deficiency determination shall be mailed within three years after the 20th day of the month following the month for which the amount is proposed to be determined or within three years after the return is filed, whichever is later.

Sec. 2-8004. – Failure to File Return

(a) If a licensee fails to make a return, the city finance director shall make an estimate of the amount of the tax due for the period or periods for which a return was not filed. Such estimate may be based on any information available to the city finance director. Written notice of the estimate shall be given to the licensee in the manner specified by Section 2-8003(a).

(b) The amount of the determination shall bear interest at the rate of one and one-half (1½) percent per month, or fraction thereof, from the last day on which the return could have been timely filed.

Sec. 2-8005. – Penalties and Interest.

Any licensee who falls to pay to the city within the time required any amount required to be paid under this section shall pay a penalty of twenty (20) percent of the amount not timely paid, in addition to the principal unpaid amount and interest at the rate of one and one-half (1½) percent per month.

Sec. 2-8006. – Actions for collection; overpayment.

(a) At any time within three (3) years after the delinquency of any amount due under this section, the city may bring an action in the courts of this state, any other state, or the United States in the name of the city to collect the amount delinquent, together with penalties, interest, court fees, filing fees, attorneys' fees, and other legal fees incident thereto.

(b) Whenever any tax, penalty, or interest has been paid more than once or has been erroneously or illegally collected or received by the city, it may be offset against any future liability for the tax.

(c) If the licensee determines that he has overpaid or paid more than once and such fact has not yet been determined by the city, the licensee shall have three years from the date of payment to file a claim with respect to such overpayment or double payment. Such claim shall be in writing and shall state the specific grounds upon which it is based. The claim shall be audited. If the city approves the claim, the excess amount paid may be credited against any other amounts due from the licensee or refunded.

Sec. 2-8007. – Administration and enforcement of section.

(a) The revenue division of the city shall administer and enforce the provisions of this section.

(b) The city manager or his designee may promulgate rules and regulations for the enforcement of this section.

(c) Every licensee engaging in the sale of mixed drinks shall keep such records, receipts, invoices, and other pertinent papers in such form as may be required by the city.

(d) The revenue division of the city may examine the books, papers, records, financial reports, equipment, and facilities of any licensee engaging in the sale of any alcoholic beverage, retail or wholesale, in order to verify the accuracy of any return, or if no return is made to ascertain the amount of tax due.

(e) In the administration of the provisions of this section, the revenue division of the city may require the filing of reports by any person or class of persons having in their possession or custody any information relating to purchases subject to taxation under this section.

******

Section 2: Severability

In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of South Fulton, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the ordinance.

Section 3: Repealer

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4: Effective Date

Unless specifically specified elsewhere in this Ordinance, the effective date of this Ordinance shall be June 27, 2017.

The foregoing Ordinance No. **2017-009** 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	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS Ordinance adopted this _____ day of _____2017. **CITY OF SOUTH FULTON, GEORGIA**

_____
WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

_____
MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

_____
JOSH BELINFANTE, INTERIM CITY ATTORNEY

DIVIDER SHEET

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORDINANCE No. 2017-010

ADOPTION OF ORDINANCE ESTABLISHING THE PLANNING COMMISSION FOR THE CITY OF SOUTH FULTON

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

WHEREAS, the City Council is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government;

WHEREAS, the duly elected governing authority of the City is the Mayor and City Council;

WHEREAS, Section 4.11 of the City Charter authorizes the City Council to create such boards, commissions and authorities to fulfill any investigative, quasi-judicial, or quasi-legislative function the City Council deems necessary;

WHEREAS, Section 1.12(b)(26) of the City Charter authorizes the City to exercise planning and zoning powers;

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

WHEREAS, the establishment of a Planning Commission to oversee all zoning and planning of the City is in the best interest of the City.

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

Section 1: The City of South Fulton Code of Ordinances, Chapter 5, Title 5, Zoning and Planning, is hereby established and enacted as follows:

<u>Title 5: ZONING AND PLANNING</u>

CHAPTER 1. – Reserved.

CHAPTER 2. – Reserved.

CHAPTER 3. – Reserved.

CHAPTER 4. – Reserved.

CHAPTER 5. – PLANNING COMMISSION

Sec. 5-5001. – Initiation of amendments.

(a) Amendments to the text of this chapter and the official zoning map may be initiated by the city council, official action of the planning commission, or pursuant to a proposed ordinance introduced by the community development department.

(b) Owners of subject property or their authorized agent may initiate amendments to the official zoning map and the comprehensive plan subject to the rules and policies of the planning commission, ordinances and resolutions of the City, and Georgia law.

(c) Before enacting any amendment to this chapter or to the official zoning map, the city council shall provide for the public notice and public hearings required by this chapter and Georgia law.

Sec. 5-5002. – Planning commission established; membership; terms.

(a) *Creation*. There is hereby established a planning commission which shall consist of eight members, residents of the city, who shall be appointed by the governing authority as follows:

(1) One member shall be nominated by each member of the City Council and the Mayor; and

(2) Each member shall be approved by a vote of the majority of the City Council.

(b) *Terms*. The Planning commissioners shall serve a term consistent with that of the member of the City Council (or the Mayor) making the nomination. A planning commissioner shall serve until his or her replacement is appointed by the City Council in a manner consistent with this ordinance. The Planning commissioners shall serve no more than two terms, either consecutive or non-consecutive.

(c) *Chair and Vice Chair*. The planning commission shall elect one of its members to serve as chairperson and another to serve as vice-chairperson. The chairperson and vice-chairperson of the planning commission shall serve a term of one year or until reelected or a successor is elected. The duty of the chair shall be to conduct the meetings in accordance with the procedures set forth herein and any other rules or regulations established by the Planning Commission. The vice-chairperson shall conduct the meetings in the chair's absence. The vice-chairperson may be appointed chair if the chair is removed from office, or due to a physical or mental disability, cannot perform the duties of chair.

(c) *Qualifications*.

(1) Members of the planning commission shall hold no other city office or city-compensated position during such member's term.

(2) All planning commissioners shall be residents of the City.

(3) No person shall preside at a meeting of the planning commission as a member of the planning commission until they have been certified as having completed a training session of eight hours.

(d) *Removal.* Planning commissioners serve at the pleasure of the City Council and may be removed upon motion of the nominating commissioner and affirmative vote of a majority of the City Council.

(e) *Compensation.* The City Council shall, by resolution, determine the amount of compensation, if any, to be paid to the members of the planning commission. In the absence of such resolution, no compensation shall be provided to the members of the planning commission.

Sec. 5-5003. – Planning commission to hold public hearing and make recommendation on all proposed amendments.

The planning commission shall not meet or exercise any authority unless or until the City adopts ordinances governing planning and development, including a zoning map. No amendment to the official zoning map or the comprehensive plan character area maps shall become effective unless it has first been submitted to the planning commission for public hearing and recommendation pursuant to the requirements of this title and this chapter. No amendment to the text of this chapter shall become effective unless a proposed ordinance has been submitted to the planning commission for public hearing and recommendation pursuant to the requirements of this division and this chapter.

Sec. 3-5004. – Planning Commission and City Council to adopt rules of procedures.

The planning commission and the City Council shall propose rules of procedure to the City Council, and the rules shall specify the policies and procedures that govern calling and conducting the public hearings by the Planning Commission. Robert's Rules of Order shall govern any procedural question not otherwise covered in the rules of procedure of the Planning Commission or City Council. The proposed rules shall not be effective until either the City Council approves them at a public meeting, or the City Council has not acted on the proposed rules for three public meetings since receiving notice of the proposed rules by the Planning Commission. Notice shall be provided to the City Council by the City Clerk upon transmission of the proposed rules from the Planning Commission to the City Clerk. The Planning Commission rules shall be made available for distribution to the public.

Sec. 3-5005. – Secretary of Planning Commission; staff support.

The Planning Commission shall appoint a secretary. The secretary may be a member of the Planning Commission, or he or she may be an appointed officer or employee of the City subject to the Mayor's approval. The secretary shall provide support to the Planning Commission as reasonable and necessary to accomplish said Commission's duties. The secretary of the Planning Commission shall provide the members of the Planning Commission all information submitted to, or generated by, city staff on each proposed amendment, which the Commission considers, including: a copy of the application and all supporting materials; all other written communications given to the staff either in support of or in the opposition to the amendment; and the proposed amendment. The secretary shall be responsible for permanently maintaining the records of the Planning Commission.

******

Section 2: Severability

In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of South Fulton, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the ordinance.

Section 3: Repealer

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4: Effective Date

Unless specifically specified elsewhere in this Ordinance, the effective date of this Ordinance shall be _____, 2017.

The foregoing Ordinance No. **2017-010** 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	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS ORDINANCE adopted this _____ day of _____2017. **CITY OF SOUTH FULTON, GEORGIA**

_____
WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

_____
MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

_____
JOSH BELINFANTE, INTERIM CITY ATTORNEY

DIVIDER SHEET

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORDINANCE No. 2017-011

ADOPTION OF ORDINANCE ESTABLISHING THE ZONING BOARD OF APPEALS FOR THE CITY OF SOUTH FULTON

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

WHEREAS, the City Council is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government;

WHEREAS, the duly elected governing authority of the City is the Mayor and City Council;

WHEREAS, Section 4.11 of the City Charter authorizes the City Council to create such boards, commissions and authorities to fulfill any investigative, quasi-judicial, or quasi-legislative function the City Council deems necessary;

WHEREAS, Section 1.12(b)(26) of the City Charter authorizes the City to exercise planning and zoning powers;

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

WHEREAS, the establishment of a Zoning Board of Appeals to oversee all zoning and planning appeals regarding real property within the City's borders is in the best interest of the City.

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

Section 1: The City of South Fulton Code of Ordinances, Chapter 6, Title 5, Zoning and Planning, is hereby established and enacted as follows:

<u>Title 5: ZONING AND PLANNING</u>

CHAPTER 6. – APPEALS

Sec. 5-6001. – Zoning Board of Appeals established; membership; terms.

(a) *Creation*. There is hereby established a Zoning Board of Appeals which shall consist of eight members, residents of the city, who shall be appointed by the City Council as follows:

(1) One member shall be nominated by each member of the City Council and the Mayor; and

(2) Each member shall be approved by a vote of the majority of the City Council.

(b) *Terms*. The Zoning Board of Appeals members shall serve a term consistent with that of the member of the City Council (or the Mayor) making the nomination. A board member shall serve until his or her replacement is appointed by the City Council in a manner consistent with this ordinance. The Zoning Board of Appeal shall serve no more than two terms, either consecutive or non-consecutive. The members of the Zoning Board of Appeals terms shall not commence, and the members shall not sit in an official capacity until the City adopts its own zoning ordinance.

(c) *Chair and Vice Chair*. The Zoning Board of Appeals shall elect one of its members to serve as chairperson and another to serve as vice-chairperson. The chairperson and vice-chairperson of the Zoning Board shall serve a term of one year or until reelected or a successor is elected. The duty of the chair shall be to conduct the meetings in accordance with the procedures set forth herein and any other rules or regulations established by the Zoning Board of Appeals. The vice-chairperson shall conduct the meetings in the chair's absence. The vice-chairperson may be appointed chair if the chair is removed from office, or due to a physical or mental disability, cannot perform the duties of chair.

(c) *Qualifications*.

(1) Board members shall hold no other city office or city-compensated position during such member's term.

(2) All Zoning Board of Appeals members shall be residents of the City.

(3) No person shall serve at a meeting of the Zoning Board of Appeals as a member until they have been certified as having completed at least two hours of training.

(d) *Removal*.

(1) Zoning Board of Appeals members may be removed by the City Council at any time.

(2) The Secretary of the Zoning Board of Appeals shall maintain a record of attendance of the Zoning Board of Appeals, and the Secretary shall forward the attendance reports and minutes to the City Clerk after they are approved by the Zoning Board of Appeals. The City Clerk shall notify the City Council if any

member of the Zoning Board of Appeals fails to attend three consecutive meetings or fails to attend 75 percent or more of the meetings within a calendar year.

(e) *Compensation*. The City Council may, by resolution, determine the amount of compensation, if any, to be paid to the Zoning Board of Appeals members. In the absence of such resolution, no compensation shall be provided to the members of the Zoning Board of Appeals.

Sec. 5-6002. – Meetings of the board.

The board shall adopt its rules of procedure, which shall be substantially similar to the rules of procedure of the City Council, and determine its time of meetings. The date and time of each meeting shall be standardized and regular; provided, however, the Zoning Board of Appeals may call for and have a specially called meeting subject to the requirements of Georgia law and the ordinances of the City. In the case of a specially called meeting, at least 24 hours public notice shall be made available. Agenda items to be considered shall be publicized in the same manner as meetings of the mayor and council. A meeting may be canceled by the chairperson, secretary or community development director or his designee if there are no matters to be acted upon by the board.

Sec. 5-6003. – Rules of procedure.

The Zoning Board of Appeals shall propose rules of procedure to the City Council, and the rules shall specify the policies and procedures that govern calling and conducting the public hearings by the Zoning Board of Appeals. Robert's Rules of Order shall govern any procedural question not otherwise covered in the rules of procedure of the Zoning Board of Appeals or City Council. The proposed rules shall not be effective until either the City Council approves them at a public meeting, or the City Council has not acted on the proposed rules for three public meetings since receiving notice of the proposed rules by the Zoning Board of Appeals. Notice shall be provided to the City Council by the City Clerk upon transmission of the proposed rules from the Zoning Board of Appeals to the City Clerk. The Zoning Board of Appeals rules shall be made available for distribution to the public.

Sec. 5-6004. - Quorum, voting, and actions by board.

A quorum of the board shall consist of four members of the board. A quorum is necessary for the board to take official action. A member who has withdrawn from the meeting without being excused as provided herein shall be counted as present for the purpose of determining whether a quorum is present. All official actions of the board shall be taken by majority vote of the members present. A roll call vote shall be taken upon the request of any member.

Sec. 5-6005. - Secretary.

The Zoning Board of Appeals shall appoint a secretary. The secretary may be a member of the Zoning Board of Appeals, or he or she may be an appointed officer or employee of the City subject to the Mayor's approval. The secretary shall provide support to the Zoning Board of Appeals as reasonable and necessary to accomplish said Board's duties. The secretary of the Zoning Board of Appeals shall provide the members of the Zoning Board of Appeals all information submitted to, or generated by, city staff on each proposed amendment, which the Zoning Board of Appeals considers, including: a copy of the application and all supporting materials; all other written communications given to the staff either in support of or in the opposition to the amendment; any decision of the Board; the minutes, if any, of the Board meeting; and any filings made by any party that appears before the Board. The secretary shall be responsible for transmitting the records of the Zoning Board of Appeals to the City Clerk.

Sec. 5-6006. – Reserved.

Sec. 5-6007. - Staff analysis, findings of fact, and recommendation on each application for variance and special exception.

The appropriate City staff shall conduct a site inspection of and shall prepare a written analysis of each matter coming before the Zoning Board of Appeals. The analysis shall cite to and analyze the criteria and standards necessary to decide the issue presented to the Zoning Board of Appeals. The analysis may include a recommendation to the Zoning Board of Appeals.

Sec. 5-6008. - Testimony.

All testimony before the Zoning Board of Appeals shall be taken as if under oath regardless of whether or not a formal oath or affirmation is administered. The chairperson, or in his absence the acting chairperson, may administer oaths and compel the attendance of witnesses by subpoena.

Sec. 3-6009. – Hearings before the Zoning Board of Appeals.

(a) *Subject Matter Jurisdiction*. The Zoning Board of Appeals shall have the jurisdiction, power, and duty to hear and decide appeals may be filed by any person aggrieved by, or by any city official, department, board, commission, or agency affected by, any final order, requirement, or decision of an administrative official, based on or made in the enforcement of the zoning ordinance, by filing with the secretary of the board an application for appeal specifying the grounds thereof, within 15 days after the action appealed from was taken. The City may appeal to the Zoning Board of Appeals a decision of the Planning Commission. The failure of a City official, department, board, commission, or agency to act shall not be construed to be an order, requirement or

decision within the meaning of this division. A person shall be considered aggrieved for purposes of this subsection only if:

(1) Said person or said person's property was the subject of the action appealed from; or

(2) Said person has a substantial interest in the action appealed from that is in danger of suffering special damage or injury not common to all property owners similarly situated.

(b) *Deadline to file an appeal.* All appeals shall be filed pursuant to this Ordinance within thirty days of the decision appealed.

(c) *Appeal stays all legal proceedings.* An appeal stays all legal proceedings in furtherance of the action appealed from unless the official from whom the appeal is taken certifies to the board, after notice of appeal has been filed, that by reasons of facts stated in the certificate, a stay would, in that official's opinion, cause imminent peril to life and property. In such a case, proceedings shall be stayed only by a restraining order granted by the Superior Court of Fulton County.

(d) *Time of hearing*. The board shall fix a reasonable time for the hearing of the appeal and give notice thereof pursuant to the requirements of section 3-6014 as well as due notice to the parties in interest. Any party may appear at the hearing in person, by an agent, by an attorney or by a written documentation. The Zoning Board of Appeals will not furnish a court reporter, but any party to the proceeding may do so at its own cost.

(e) *Notice of hearing*. Notice of public hearing before the board on any application for appeal, variance, or special exception shall be provided as follows:

(1) Written notice of the nature of the proposed application, and the date, time, and place of the public hearing before the board shall be mailed by first class mail to all property owners within 250 feet of the boundaries of the subject property as measured by use of the official zoning map, and as such property owners are listed on the tax records of the county, at least 15 days before the public hearing before the board;

(2) Signs shall be posted within the public right-of-way or on the subject property at least 15 days before the hearing before the board. One sign shall be posted for each 500 feet of street frontage or fraction thereof along each street on which the subject property has frontage. Signs shall be double-faced and posted so that the face of the sign is at a right angle to the street in order that said signs can be read by the traveling public in both directions. The lettering on the signs shall be at least one inch in size and the sign shall state the nature of the proposed application and the date, time and place of the public hearing before the board; and

(3) Notice of the nature of the proposed application and the date, time and place of the public hearing before the board shall be published in the newspaper of general circulation within the city in which are carried the legal advertisements of the city at least 15 days prior to the date of the hearing before the board and not more than 45 days prior to the date of the hearing before the board.

(f) Decision of the board. Following the consideration of all testimony, documentary evidence, and matters of record, the Zoning Board of Appeals shall make a determination on the matter before it. The Zoning Board of Appeals shall decide the appeal within a reasonable time but in no event more than 60 days from the date of the hearing. An appeal shall be sustained only upon an expressed finding by the board that the administrative official's action was based on an erroneous finding of a material fact, or that the administrative official acted in an arbitrary manner. In exercising its powers, the Zoning Board of Appels may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from, and to that end shall have all the powers of the administrative official from whom the appeal was taken and may issue or direct the issuance of a permit provided all requirements imposed by all other applicable laws are met.

Sec. 3-6010. – Reserved.

Sec. 3-6011. – Reserved.

Sec. 3-6012. – Reserved.

Sec. 3-6013. – Reserved.

Sec. 3-6014. - Reserved.

Sec. 3-6015. – Reserved.

Sec. 3-6016. - Compliance with standards upon denial.

In such case that an application to the board is initiated due to an existing violation of this chapter and such application is denied, the violation shall be required to be corrected within ten to 30 days of such denial or as specified by the board if a greater time period is required. The maximum extension of time the board may grant for correction shall not be less than 30 nor more than 90 days.

Sec. 3-6017. - Successive applications.

An application for a variance or special exception affecting all or a portion of the same property which was denied by the zoning board of appeals shall not be submitted more than once every 24 months measured from the date of final decision by the zoning board of appeals. The zoning board of appeals may waive or reduce this 24-month time interval by resolution provided that if the application for a variance or special exception was denied by the zoning board of appeals, the time interval between the date of said denial

and any subsequent application or amendment affecting the same property shall be no less than six months.

Sec. 3-6018. - Appeals of decisions of the zoning board of appeals.

All appeals of all final decisions of the board under the provisions of this chapter shall be as follows:

(1) Any person aggrieved by a final decision of the board, or any officer, department, board or agency affected by such decision, may seek review of such decision by petitioning the superior court of the county for a writ of certiorari, setting forth plainly the alleged errors. Such petition shall be filed within 30 days after the final decision of the board is rendered.

(2) Notice to board. In any such petition filed, the zoning board of appeals shall be designated the respondent in certiorari and the city the defendant in certiorari. The secretary of the zoning board of appeals shall be authorized to acknowledge service of a copy of the petition and writ for the zoning board of appeals as respondent. Service upon the city as defendant shall be as otherwise provided by law. Within the time prescribed by law, the zoning board of appeals shall cause to be filed with the clerk of the superior court of the county a duly certified record of the proceedings had before the board, including a transcript of the evidence heard before it, if any, and the decision of the board.

******

Section 2: Severability

In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of South Fulton, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the ordinance.

Section 3: Repealer

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4: Effective Date

Unless specifically specified elsewhere in this Ordinance, the effective date of this Ordinance shall be _____, 2017.

The foregoing Ordinance No. **2017-011** 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	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS ORDINANCE adopted this _____ day of _____2017. **CITY OF SOUTH FULTON, GEORGIA**

_____
WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

_____

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

_____

JOSH BELINFANTE, INTERIM CITY ATTORNEY

DIVIDER SHEET

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORDINANCE No. 2017-013

ADOPTION OF ORDINANCE ESTABLISHING BUILDING REGULATIONS

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

WHEREAS, the City Council is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government;

WHEREAS, the duly elected governing authority of the City is the Mayor and City Council;

WHEREAS, Section 1.12(b)(4) of the City Charter authorizes the City to regulate and license the erection and construction of buildings and all other structures and to adopt building, housing, plumbing, electrical, gas, and heating and air conditioning codes;

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

WHEREAS, the establishment of building regulations regarding real property within the City's borders is in the best interest of the City.

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

Section 1: The City of South Fulton Code of Ordinances, Title 3, Building Regulations, is hereby established and enacted as follows:

Building Regulations

Title 3:

Chapter 1: Adoption of State Law.

Section 3-0001: State Minimum Standards Adopted.

(a) It is hereby declared to be the intention of the City to enforce the latest edition of the following Georgia State Minimum Standard Codes, as adopted and amended by the Georgia Department of Community Affairs:

(i) International Building Code
(ii) International Fuel Gas Code
(iii) International Mechanical Code
(iv) International Plumbing Code
(v) National Electrical Code
(vi) International Fire Code
(vii) International Energy Conservation Code
(viii) International Residential Code
(ix) International Swimming Pool and Spa Code

(b) The following codes, the latest editions as adopted and amended by the Georgia Department of Community Affairs, are hereby adopted by reference as though they were copied herein fully:

(i) International Existing Building Code
(ii) International Property Maintenance Code

(c) The City also adopts the State Minimum Standards Codes as defined by O.C.G.A. § 8-2-20(9).

Chapter 2: Administrative Procedures for Enforcement of Adopted Codes.

Section 2-0001: Purpose.

The purpose of this Chapter is to provide for the administration and enforcement of the Georgia State Minimum Standard Codes for Construction as adopted and amended by the Georgia Department of Community Affairs. Hereinafter, the state minimum standard codes for construction shall be referred to as "the construction codes."

Section 2-0002: Code Remedial.

(a) *General.* These construction codes are hereby declared to be remedial, and shall be construed to secure the beneficial interests and purposes thereof - which are public safety, health, and general welfare - through structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property from fire and other hazards attributed to the construction environment including alteration, repair, removal, demolition, use, and occupancy of buildings, structures, or premises, and by regulating the installation and maintenance of all electrical, gas, mechanical, and plumbing systems, which may be referred to as service systems.

(b) *Quality Control*. Quality control of materials and workmanship is not within the purview of the construction codes except as it relates to the purposes stated therein.

(c) *Permitting and Inspection*. The inspection or permitting of any building, system, or plan, under the requirements of construction codes shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. The City of South Fulton, nor any employee thereof, shall be liable in tort for damages for any defect or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

Section 2-0003: Scope.

(a) *Applicability*.

(i) *General*. Where, in any specific case, different sections of these construction codes specify different materials, methods of construction, or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(ii) *Building*. The provisions of the International Building Code, as adopted and amended by the Georgia Department of Community Affairs, shall apply to the construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal, and demolition, of every building or structure or any appurtenances connected or attached to such buildings or structures, except in one- and two-family dwellings.

(iii) *Electrical*. The provisions of the National Electrical Code, as adopted and amended by the Georgia Department of Community Affairs, shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto.

(iv) *Gas*. The provisions of the International Fuel Gas Code, as adopted and amended by the Georgia Department of Community Affairs, shall apply to the installation of consumer's gas piping, gas appliances, and related accessories as covered in this Code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories, except in one- and two-family dwellings.

(v) *Mechanical*. The provisions of the International Mechanical Code, as adopted and amended by the Georgia Department of Community

Affairs, shall apply to the installation of mechanical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air conditioning and refrigeration systems, incinerators, and other energy related systems, except in one- and two-family dwellings.

(vi) *Plumbing*. The provisions of the International Plumbing Code, as adopted and amended by the Georgia Department of Community Affairs, shall apply to every plumbing installation, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances, and when connected to a water or sewerage system.

(vii) *One and Two- Family Dwellings*. In addition to those codes referenced herein, the provisions of the International Residential Code, as adopted and amended by the Georgia Department of Community Affairs, shall apply to the building, mechanical, and gas systems in new one-and two-family dwellings, including additions, alterations, renovations and general repairs of existing one- and two-family dwellings.

(viii) *Energy*. The provisions of the International Energy Conservation Code, as adopted and amended by the Georgia Department of Community Affairs, shall regulate the design of building envelopes for adequate thermal resistance and low air leakage and the design and selection of mechanical, electrical, service water heating, and illumination systems and equipment that will enable the effective use of energy in new building construction.

(b) *Federal and State Authority*. The provisions of the construction codes shall not be held to deprive any federal or state agency, or any applicable governing authority having jurisdiction, of any power or authority which it had on the effective date of the adoption of the construction codes or of any remedy then existing for the enforcement of its orders, nor shall it deprive any individual or corporation of its legal rights as provided by law.

(c) *Appendices*. Any appendices referenced in Article 1 of this Chapter shall be considered an integral part of the construction codes.

(d) *Referenced Standards*. Standards referenced in the text of the construction codes shall be considered an integral part of the construction codes. If specific portions of a standard are denoted by code text, only those portions of the standard shall be enforced. Where construction code provisions conflict with a standard, the construction code provisions shall be enforced. Permissive and advisory provisions in a standard shall not be construed as mandatory.

(e) *Maintenance*. All buildings, structures, electrical, gas, mechanical, and plumbing systems, both existing and new, and all parts thereof, shall be maintained in a safe and sanitary condition. All devices or safeguards, which

are required by the construction codes when constructed, altered, or repaired, shall be maintained in good working order. The owner, or his/her designated agent, shall be responsible for the maintenance of buildings, structures, electrical, gas, mechanical, and plumbing systems.

Section 3-2004: Building Department.

(a) *Creation of Building Department*. There is hereby established a department to be called the Building Department and the person in charge shall be known as the Building Official. The staff, duties and personnel of the Building Department may be established by the Budget. The Building Official may be hired by the City Manager. The Department may be contracted out, in full, to a third party entity.

(b) *Restrictions on Employees*. An officer or employee connected with the department, except one whose only connection is as a member of the Construction Board of Appeals, shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, structure, service, system, or in the making of plans or of specifications thereof, unless he is the owner of such. This officer or employee shall not engage in any other work, which is inconsistent with his duties or conflict with the interests of the department.

(c) *Records*. The Building Official shall keep, or cause to be kept, a record of the business of the department. The records of the department shall be open to public inspection pursuant to the provisions of the Georgia Open Records Act.

(d) *Liability*. Any officer or employee, or member of the Construction Board of Appeals, charged with the enforcement of the construction codes, acting for the applicable governing authority in the discharge of his duties, shall not thereby render himself/herself personally liable, and is hereby relieved from all personal liability, for any damage that may occur to persons or property as a result of any act required or permitted in the discharge of his/her duties. Any suit brought against any officer or employee or member because of such act performed by him/her in the enforcement of any provision of the construction codes shall be defended by the governing jurisdiction until the final termination of the proceedings.

(e) *Reports*. The Building Official shall submit a report each year covering the work of the Building Department during the preceding year. He/she may incorporate in said report a summary of the decisions of the Construction Board of Appeals during said year.

Section 3-2005: Building Official.

(a) *General*. The Building Official is hereby authorized and directed to enforce the provisions of the construction codes. The Building Official is further authorized to render interpretations of the construction codes, which are consistent with its intent and purpose. The City may contract with a third party to provide the duties of the Building Official.

(b) *Right of Entry*.

(i) Whenever necessary to make an inspection to enforce any of the provisions of the construction codes, or whenever the Building Official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building, structure, premises, electrical, gas, mechanical, or plumbing systems unsafe, dangerous, or hazardous, the Building Official may enter such building, structure, or premises at all reasonable times to inspect the same or to perform any duty imposed upon the Building Official by these construction codes, provided that if such building or premises is occupied, he shall first present proper credentials and request entry. If such building, structure, or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such and request entry. If entry is refused, the Building Official shall have recourse to every remedy provided by law to secure entry.

(ii) When the Building Official shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Building Official for the purpose of inspection and examination pursuant to the construction codes.

(c) *Stop-work orders*. Upon notice from the Building Official, work on any building, structure, electrical, gas, mechanical, or plumbing system that is being done contrary to the provisions of the construction codes or in a dangerous or unsafe manner, shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where an emergency exists, the Building Official shall not be required to give a written notice prior to stopping the work.

(d) *Revocation of Permits*.

(i) *Misrepresentation of Application*. The Building Official may revoke a permit or approval, issued under the provisions of the construction codes, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

(ii) *Violation of Code Provisions*. The Building Official may revoke a permit upon determination by the Building Official that the construction erection, alteration, repair, moving, demolition, installation or replacement of the building, structure, electrical, gas, mechanical, or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of the construction codes.

(e) *Unsafe Buildings or Systems*. All buildings, structures, electrical, gas, mechanical, or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or service systems.

(f) *Requirements Not Covered by Code*. Any requirements necessary for the strength, stability, or proper operation of an existing or proposed building, structure, electrical, gas, mechanical, or plumbing system, or for the public safety, health, and general welfare, not specifically covered by or the construction codes, shall be determined by the Building Official.

(g) *Alternate Materials and Methods*. The provisions of the construction codes are not intended to prevent the use of any material or method of construction not specifically prescribed by them, provided any such alternate has been reviewed by the Building Official. The Building Official shall approve any such alternate, provided the Building Official finds that the alternate for the purpose intended is at least the equivalent of that prescribed in the construction codes, in quality, strength, effectiveness, fire resistance, durability, and safety. The Building Official shall require that sufficient evidence or proof be submitted to substantiate any claim made regarding the alternate.

Section 3-2006: Existing Buildings

(a) *General*. Alterations, repairs, or rehabilitation work may be made to any existing structure, building, electrical, gas, mechanical, or plumbing system without requiring the building, structure, plumbing, electrical, mechanical, or gas system to comply with all the requirements of the construction codes provided that the alteration, repair, or rehabilitation work conforms to the requirements of the construction codes for new construction. The Building Official shall determine the extent to which the existing system shall be made to conform to the requirements of the construction codes for new construction.

(b) *Change of Occupancy*. If the occupancy classification of any existing building or structure is changed, the building, electrical, gas, mechanical, and plumbing systems shall be made to conform to the intent of the construction codes as required by the Building Official.

(c) *Special Historic Buildings*. The provisions of the construction codes relating to the construction, alteration, repair, enlargement, restoration, relocation, or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as historic buildings when such buildings or structures are judged by the Building Official to be safe and in the public interest of health, safety, and welfare regarding any proposed construction, alteration, repair, enlargement, restoration, relocation, or moving of buildings within the fire districts.

Section 3-2007: Permits.

(a) Permit Application.

(i) *When required*. Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by the construction codes, or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit for the work. A permit shall not be issued to an owner, who is neither a licensed contractor nor the occupant of a residential structure being altered.

(ii) *Work Authorized*. A building, electrical, gas, mechanical, or plumbing permit shall carry with it the right to construct or install the work, provided the same are shown on the drawings and set forth in the specifications filed with the application for the permit. Where these are not shown on the drawings and covered by the specifications submitted with the application, separate permits shall be required.

(iii) *Minor Repairs*. Ordinary minor repairs, with a value of less than $2,500, may be made with the approval of the Building Official without a permit, provided that such repairs shall not violate any of the provisions of the construction codes.

(iv) *Information Required*. Each application for a permit, with the required fee, shall be filed with the Building Official on a form furnished for that purpose, and shall contain a general description of the proposed work and its location. The application shall be signed by the owner, or his/her authorized agent. The building permit application shall indicate the proposed occupancy of all parts of the building and of that portion of the

site or lot, if any, not covered by the building or structure, and shall contain such other information as may be required by the Building Official.

(v) *Time Limitations*. An application for a permit for any proposed work shall be deemed to have been abandoned 6 months after the date of filing for the permit, unless before then a permit has been issued. One or more extensions of time for periods of not more than 90 days each may be allowed by the Building Official for the application, provided the extension is requested in writing and justifiable cause is demonstrated.

(b) Drawings and Specifications.

(i) *Requirements*. When required by the Building Official, two or more copies of specifications and of drawings drawn to scale with sufficient clarity and detail to indicate the nature and character of the work, shall accompany the application for a permit. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the construction codes. Such information shall be specific, and the construction codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used, as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.

(ii) *Additional Data*. The Building Official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications, and accompanying data required by the Building Official to be prepared by an architect or engineer shall be affixed with their official seal.

(iii) *Design Professional*. The design professional shall be an architect or engineer legally registered under the laws of this state regulating the practice of architecture or engineering and shall affix his official seal to said drawings, specifications, and accompanying data, for the following:

(A) All Group A, E, and I occupancies.
(B) Buildings and structures three stories or more high.
(C) Buildings and structures 5,000 square feet (465 m^ 2) or more in area.

For all other buildings and structures, the submittal shall bear the certification of the applicant that some specific state law exception permits its preparation by a person not so registered.

EXCEPTION: Single-family dwellings, regardless of size, shall require neither a registered architect nor engineer, nor a certification that an architect or engineer is not required.

(iv) *Structural and Fire Resistance Integrity*. Plans for all buildings shall indicate how required structural and fire resistance integrity will be maintained where a penetration of a required fire resistance wall, floor, or partition will be made for electrical, gas, mechanical, plumbing, signal and communication conduits, pipes, and systems and also indicate in sufficient detail how the fire integrity will be maintained where required fire resistance floors intersect the exterior walls.

(v) *Site Drawings*. Drawings shall show the location of the proposed building or structure and of every existing building or structure on the site or lot. The Building Official may require a boundary line survey prepared by a qualified surveyor.

(vi) *Hazardous Occupancies*. The Building Official may require the following:

(A) *General Site Plan*. A general site plan drawn at a legible scale which shall include, but not be limited to, the location of all buildings, exterior storage facilities, permanent access ways, evacuation routes, parking lots, internal roads, chemical loading areas, equipment cleaning areas, storm and sanitary sewer accesses, emergency equipment, and adjacent property uses. The exterior storage areas shall be identified with the hazard classes and the maximum quantities per hazard class of hazardous materials stored.

(B) *Building Floor Plan*. A building floor plan drawn to a legible scale, which shall include, but not be limited to, all hazardous materials storage facilities within the building and shall indicate rooms, doorways, corridors, exits, fire rated assemblies with their hourly rating, location of liquid tight rooms, and evacuation routes. Each hazardous materials storage facility shall be identified on the plan with the hazard classes and quantity range per hazard class or the hazardous materials stored.

(c) Examination of Documents.

(i) *Plan Review*. The Building Official shall examine or cause to be examined each application for a permit and the accompanying documents, consisting of drawings, specifications, computations, and additional data, and shall ascertain by such examinations whether the construction indicated and described is in accordance with the

requirements of the construction codes and all other pertinent laws or ordinances.

(d) Issuing Permits.

(i) *Action on Permits*. The Building Official shall act upon an application for a permit without unreasonable or unnecessary delay. If the Building Official is satisfied that the work described in an application for a permit and the contract documents filed therewith conform to the requirements of the construction codes and other pertinent laws and ordinances, he shall issue a permit to the applicant.

(ii) *Refusal to Issue Permit*. If the application for a permit and the accompanying contract documents describing the work do not conform to the requirements of the construction codes or other pertinent laws or ordinances, the Building Official shall not issue a permit, but shall return the contract documents to the applicant with his refusal to issue such permit. Such refusal shall, when requested, be in writing and shall contain the reason for refusal.

(iii) *Special Foundation Permit*. When application for permit to erect or enlarge a building has been filed and pending issuance of such permit, the Building Official may, at his discretion, issue a special permit for the foundation only. The holder of such a special permit is proceeding at his own risk and without assurance that a permit for the remainder of the work will be granted nor that corrections will not be required in order to meet provisions of the construction codes.

(iv) *Public Right-of-Way*. A permit shall not be given by the Building Official for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley, or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has made application at the office of the Director of Public Works for the lines of the public street on which he/she proposes to build, erect, or locate said building; and it shall be the duty of the Building Official to see that the street lines are not encroached upon.

(e) *Contractor Responsibilities*. It shall be the duty of every contractor who shall make contracts for the installation or repairs of buildings, structures, electrical, gas, mechanical, sprinkler, or plumbing systems, for which a permit is required, to comply with state or local rules and regulations concerning licensing which the applicable governing authority may have adopted. In such case that the state requires a contractor to have obtained a state license before they are

permitted to perform work, the contractor shall supply the local government with their license number before receiving a permit for work to be performed.

(f) Conditions of the Permit.

(i) *Permit Intent*. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter, or set aside any of the provisions of the construction codes, nor shall issuance of a permit prevent the Building Official from thereafter requiring a correction of errors in plans, construction, or violations of the construction codes. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 6 months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 6 months after the time the worked is commenced. One or more extensions of time, for periods not more than 90 days each, may be allowed for the permit. The extension shall be requested in writing and justifiable cause demonstrated. Extensions shall be in writing by the Building Official.

(ii) *Permit Issued on Basis of an Affidavit*. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the Building Official, are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity with the permit, provide copies of inspection reports as inspections are performed, and upon completion make and file with the Building Official written affidavit that the work has been done in conformity with the reviewed plans and with the structural provisions of the construction codes. In the event such architect or engineer is not available, the owner shall employ in his place, a competent person or agency whose qualifications are reviewed by the Building Official.

(iii) *Plans*. When the Building Official issues a permit, he/she shall enforce, in writing or by stamp, both sets of plans "reviewed for code compliance." One set of drawings so reviewed shall be retained by the Building Official and the other set shall be returned to the applicant. The permitted drawings shall be kept at the site of work and shall be open to inspection by the Building Official or his/her authorized representative.

(g) Fees.

(i) *Prescribed Fees*. A permit shall not be issued until the fees prescribed by the governing body have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, due to an increase in the

estimated cost of the building, structure, electrical, plumbing, mechanical, or gas systems, etc., has been paid.

(ii) *Work Commencing Before Permit Issuance*. Any person who commences any work on a building, structure, electrical, gas, mechanical, or plumbing, etc. system before obtaining the necessary permits, shall be subject to a penalty of 100 percent of the usual permit fee in addition to the required permit fees.

(iii) *Accounting*. The Building Official shall keep a permanent and accurate accounting of all permit fees and other money collected, the names of all persons upon whose account the same was paid, along with the date and amount thereof.

(iv) *Schedule of Permit Fees*. On all buildings, structures, electrical, plumbing, mechanical, and gas systems or alterations requiring a permit, a fee for each permit shall be paid as required at the time of filing application, in accordance with the fee schedules as set by the governing body.

(v) *Building Permit Valuations*. If, in the opinion of the Building Official, the valuation of building, alteration, structure, electrical, gas, mechanical, or plumbing systems appears to be underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Permit valuations shall include total cost, such as electrical, gas, mechanical, plumbing equipment, and other systems, including materials and labor.

(h) Inspections.

(i) *Existing Building Inspections*. Before issuing a permit the Building Official may examine or cause to be examined any building, electrical, gas, mechanical, or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install, or change the occupancy. He shall inspect all buildings, structures, electrical, gas, mechanical, and plumbing systems, from time to time, during and upon completion of the work for which a permit was issued. He shall make a record of every such examination and inspection and of all violations of the construction codes.

(ii) *Manufacturers and Fabricators*. When deemed necessary by the Building Official he shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the construction codes.

(iii) *Inspection Service*. The Building Official may make, or cause to be made, the inspections required by subsection (vi), herein below. He/she may accept reports of inspectors of recognized inspection services provided that after investigation he/she is satisfied as to their qualifications and reliability. A certificate called for by any provision of the construction codes shall not be based on such reports unless the same are in writing and certified by a responsible officer of such service.

(iv) *Inspections Prior to Issuance of Certificate of Occupancy or Completion*. The Building Official shall inspect or cause to be inspected at various intervals all construction or work for which a permit is required, and a final inspection shall be made of every building, structure, electrical, gas, mechanical, or plumbing system upon completion, prior to the issuance of the certificate of occupancy or completion.

(v) *Posting of Permit*. Work requiring a permit shall not commence until the permit holder or his/her agent posts the permit card in a conspicuous place on the premises. The permit shall be protected from the weather and located in such position as to permit the Building Official or representative to conveniently make the required entries thereon. This permit card shall be maintained in such position by the permit holder until the certificate of occupancy or completion is issued by the Building Official.

(vi) *Required Inspections*. The Building Official upon notification from the permit holder or his agent shall make the following inspections and such other inspections as necessary, and shall either release that portion of the construction or shall notify the permit holder or his agent of any violations which must be corrected in order to comply with the technical code:

(A) Building.

(1) *Foundation and foundation wall Inspection*: To be made after trenches are excavated, the reinforcement is in place, and the forms erected, prior to the placing of concrete.

(2) *Slab Inspection*: To be made prior to the placing of concrete.

(3) *Frame Inspection*: To be made after the roof, all framing, fireblocking, bracing and fasteners are in place, all concealed wiring, all pipes, chimneys, ducts, and vents are complete.

(4) *Moisture Barrier Inspection*: To be made prior to the installation of the exterior finishing materials.

(5) *Final Inspection*: To be made after the building is completed and ready for immediate occupancy.

(B) Electrical.

(1) *Underground Inspection*: To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.

(2) *Rough-In Inspection*: To be made after the roof, framing, fireblocking, and bracing is in place and prior to the installation of wall or ceiling membranes.

(3) *Final Inspection*: To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

(C) Plumbing.

(1) *Underground Inspection*: To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.

(2) *Rough-In Inspection*: To be made after the roof, framing, fireblocking, and bracing is in place and all soil, waste, and vent piping is complete, and prior to this installation of wall or ceiling membranes.

(3) *Final Inspection*: To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

(4) All tests required by Section 312 of the International Plumbing Code are hereby expressly adopted.

(D) Mechanical.

(1) *Underground Inspection*: To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.

(2) *Rough-In Inspection*: To be made after the roof, framing, fireblocking, and bracing are in place and all ducting, and

other concealed components are complete, and prior to the installation of wall or ceiling membranes.

(3) *Final Inspection*: To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

(E) Gas.

(1) *Rough Piping Inspection*: To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.

(2) *Final Piping Inspection*: To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.

(3) *Final Inspection*: To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes in order to insure compliance with all the requirements of the construction codes and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

(F) Energy.

(1) *Foundation Inspection*: To be made before slab concrete is poured in place. To verify that perimeter insulation has been installed correctly on any slab on grade foundations, if required.

(2) *Frame Inspection*: To be made before exterior wall insulation is concealed by wall board to check installation of exterior walls insulation and to inspect that all holes and cracks through the structure envelope have been sealed in an appropriate manner as to restrict air passage.

(3) *Final Inspection*: To be made after the building is completed and ready for occupancy. To verify installation and R-value of ceiling and floor insulation. To verify correct SEER ratings on appliances.

(vii) *Written Release*. Work shall not be done on any part of a building, structure, electrical, gas, mechanical, or plumbing system beyond the point indicated in each successive inspection without first obtaining a written release from the Building Official. Such written release shall be given only after an inspection has been made of each successive step in the construction or installation as indicated by each of the foregoing three inspections.

(viii) *Reinforcing Steel, Structural Frames, Insulation, Plumbing, Mechanical, or Electrical Systems*. Reinforcing steel, structural frame, insulation, plumbing, work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the Building Official.

(ix) *Plaster Fire Protection*. In all buildings where plaster is used for fire protection purposes, the permit holder or his agent shall notify the Building Official after all lathing and backing is in place. Plaster shall not be applied until the release from the Building Official has been received.

(i) Certificates.

(i) Certificate of Occupancy.

(A) *Building Occupancy*. A new building shall not be occupied or a change made in the occupancy, nature, or use of a building or part of a building until after the Building Official has issued a certificate of occupancy. Said certificate shall not be issued until all required electrical, gas, mechanical, plumbing, and fire protection systems have been inspected for compliance with the construction codes and other applicable laws and ordinances and released by the Building Official.

(B) *Issuing Certificate of Occupancy*. Upon satisfactory completion of construction of a building or structure and installation of electrical, gas, mechanical, and plumbing systems in accordance with the construction codes, reviewed plans and specifications, and after the final inspection, the Building Official shall issue a certificate of occupancy stating the nature of the occupancy permitted, the number of persons for each floor when limited by law, and the allowable load per square foot for each floor in accordance with the provisions of the construction codes.

(C) *Temporary/Partial Occupancy*. A temporary/partial certificate of occupancy may be issued for a portion of a commercial building, which in the opinion of the Building Official, may safely be occupied prior to final completion of the building. The

temporary/partial certificate of occupancy shall be forfeited if the certificate of occupancy is not issued within ninety (90) days.

(D) *Existing Building Certificate of Occupancy*. A certificate of occupancy for any existing building may be obtained by applying to the Building Official and supplying the information and data necessary to determine compliance with the construction codes for the occupancy intended. Where necessary, in the opinion of the Building Official, two sets of detailed drawings, or a general inspection, or both, may be required. When, upon examination and inspection, it is found that the building conforms to the provisions of the construction codes and other applicable laws and ordinances for such occupancy, a certificate of occupancy shall be issued.

(ii) Certificate of Completion. Upon satisfactory completion of a building, structure, electrical, gas, mechanical, or plumbing system, a certificate of completion may be issued. This certificate is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy or connect a building, such as a shell building, prior to the issuance of a certificate of occupancy.

(iii) Service Utilities.

(A) *Connection of Service Utilities*. No person shall make connections from a utility, source of energy, fuel, or power to any building or system which is regulated by the construction codes for which a permit is required, until released by the Building Official and a certificate of occupancy or completion is issued.

(B) *Temporary Connection*. The Building Official may authorize the temporary connection of the building or system to the utility source of energy, fuel, or power for the purpose of testing building service systems or for use under a temporary certificate of occupancy.

(C) *Authority to Disconnect Service Utilities*. The Building Official shall have the power to authorize disconnection of utility service to the building, structure, or system regulated by the construction codes, in case of emergency where necessary to eliminate an immediate hazard to life or property. The Building Official shall notify the serving utility, and whenever possible the owner and occupant of the building, structure, or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building,

structure, or service system shall be notified in writing, as soon as practical thereafter.

(j) Posting Floor Loads.

(i) *Occupancy*. An existing or new building shall not be occupied for any purpose, which will cause the floors thereof to be loaded beyond their safe capacity. The Building Official may permit occupancy of a building for mercantile, ccommercial, or industrial purposes, by a specific business, when he is satisfied that such capacity will not thereby be exceeded.

(ii) *Storage and Factory-Industrial Occupancies*. It shall be the responsibility of the owner, agent, proprietor, or occupant of Group S and Group F occupancies, or any occupancy where excessive floor loading is likely to occur, to employ a competent architect or engineer in computing the safe load capacity. All such computations shall be accompanied by an affidavit from the architect or engineer stating the safe allowable floor load on each floor in pounds per square foot uniformly distributed. The computations and affidavit shall be filed as a permanent record of the Building Department.

(iii) *Signs Required*. In every building or part of a building used for storage, industrial, or hazardous purposes, the safe floor loads, as reviewed by the Building Official on the plan, shall be marked on plates or approved design which shall be supplied and securely affixed by the owner of the building in a conspicuous place in each story to which they relate. Such plates shall not be removed or defaced, and if lost, removed or defaced, shall be replaced by the owner of the building.

Section 3-2008: Tests.

The Building Official may require tests or test reports as proof of compliance. Required tests are to be made at the expense of the owner, or his/her agent, by an approved testing laboratory or other approved agency. The Building Official shall notify an applicant, owner, or agent of the owner of the type of test(s) conducted.

Section 3-2009: Construction Board of Appeals.

(a) *Appointment*. The City Council shall establish a board to be called the "Construction Board of Appeals." Members shall be nominated by the Mayor and approved by the Commission.

(b) *Membership and Terms.*

(i) *Composition*. The Board shall be comprised of not less than three and not more than five persons. Each member shall serve a term of 4 years

and may serve consecutive terms. The qualifications of the Board members shall include at least one attorney.

(ii) *Quorum and Voting*. A simple majority of the Board shall constitute a quorum. In varying any provision of the construction codes, the affirmative votes of the majority present shall be required. In modifying a decision of the Building Official, not less than two affirmative votes shall be required. In the event that regular members are unable to attend a meeting, the alternate members, if appointed, shall vote.

(iii) *Chair and Vice Chair*. The Board shall elect one of its members to serve as chairperson and another to serve as vice-chairperson. The chairperson and vice-chairperson of the board shall serve a term of one year or until reelected or a successor is elected. The duty of the chair shall be to conduct the meetings in accordance with the procedures set forth herein and any other rules or regulations established by the board. The vice-chairperson shall conduct the meetings in the chair's absence. The vice-chairperson may be appointed chair if the chair is removed from office, or due to a physical or mental disability, cannot perform the duties of chair.

(iv) *Secretary of the Board*. The Building Official shall appoint a secretary for the Board and shall make a detailed record of all its proceedings, which shall set forth the reasons for its decision, the vote of each member, the absence of a member, and any failure of a member to vote.

(c) Powers. The Construction Board of Appeals shall have the power, as further defined in subsection (d) herein below, to hear the appeals of decisions and interpretations of the Building Official and consider variances of the construction codes.

(d) Appeals.

(i) *Decision of the Building Official*. The owner of a building, structure, or service system, or his duly authorized agent, may appeal a decision of the Building Official to the Construction Board of Appeals whenever any one of the following conditions are claimed to exist:

(A) The Building Official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.

(B) The provisions of the construction codes do not apply to this specific case.

(C) That an equally good or more desirable form of installation can be employed in any specific case.

(D) The Building Official acted outside the scope in excess of his/her authority.

(E) The Building Official advised his or her discretion or erred as a matter of law.

(ii) *Variances*. The Construction Board of Appeals, when so appealed to and after a hearing, may vary the application of any provision of the construction codes to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the construction codes or public interest, and also finds all of the following:

(A) That special conditions and circumstances exist which are peculiar to the building, structure, or service system involved and which are not applicable to others.

(B) That the special conditions and circumstances do not result from the action or inaction of the applicant.

(C) That granting the variance requested will not confer on the applicant any special privilege that is denied by the construction codes to other buildings, structures, or service system.

(D) That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure, or service system.

(E) That the grant of the variance will be consistent with the general intent and purpose of the construction codes and will not be detrimental to the public health, safety, and general welfare.

In granting the variance, the Board may prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed or both. In addition, the Board may prescribe appropriate conditions and safeguards in conformity with the construction codes. Violation of the conditions of a variance shall be deemed a violation of the construction codes.

(iii) *Notice of Appeal*. Notice of appeal shall be in writing and filed within 30 calendar days after the Building Official renders the decision. Appeals shall be in a form acceptable to the Building Official.

(iv) *Unsafe or Dangerous Buildings or Service Systems*. In the case of a building, structure, or service system, which, in the opinion of the Building Official, is unsafe, unsanitary, or dangerous, the Building Official may, in his order, limit the time for such notice of appeals to a shorter period.

(e) Rules and Regulations.

(i) *Establishment*. The Board shall establish rules and regulations for its own procedure not inconsistent with the provisions of these procedures. The Board shall meet on call of the chair. The Board shall meet within 30 calendar days after notice of appeal has been received.

(ii) *Decisions*. The Construction Board of Appeals shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the Board shall also include the reasons for the decision. If a decision of the Board reverses or modifies a refusal, order, or disallowance of the Building Official or varies the application of any provision of the construction codes, the Building Official shall immediately take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of the Building Official and shall be open to public inspection. A certified copy of the decision shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the Building Official for 2 weeks after filing. Every decision of the Board shall be final, subject to such remedy as any aggrieved party might have at law or in equity. A party coming before the Construction Board of Appeals may be represented by counsel and may transcribe the meeting at its own costs.

Section 3-2010: Severability.

If any section, subsection, sentence, clause, or phrase of the construction codes is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the construction codes.

Section 3-2011: Violations and penalties.

Any person, firm, corporation, or agent who shall violate a provision of the construction codes, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish, or move any structure, electrical, gas, mechanical, or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, electrical, gas, mechanical, or plumbing system, in violation of a detailed statement or drawing submitted and permitted thereunder, shall be guilty of an ordinance violation. Each such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of the construction codes is committed or

continued, and upon conviction of any such violation such person shall be punished within the limits and as provided by general law.

Chapter 3: Miscellaneous Provisions.

Section 3-3001: Maintenance of proper sanitary conditions on premises required; procedures; enforcement.

(a) Every person, whether owner, tenant, agent, or employee owning, holding, or occupying property in the City shall, at all times, maintain the property, whether a vacant lot or otherwise, in a clean and sanitary condition, keeping all weeds cut, wastepaper, trash and other rubbish of every sort cleaned off of the property. Said duty to maintain property in a clean and sanitary condition shall include the duty to cut and remove undergrowth, such as kudzu, briars, weeds in excess of 24 inches in height, honeysuckle, other vines and seedlings, whenever such undergrowth becomes a nuisance to persons residing in the area or operating businesses in the area. If such undergrowth exists upon an unimproved lot, the Planning and Zoning Director, or his or her designee, may reduce the extent to which the property must be maintained in such condition, provided there are no imminent threats to public health and safety.

(b) It shall be the duty of the Community Development Director or a designee thereof to give 5 days written notice, by certified mail, return receipt requested, and take reasonable steps to deliver in person to any owner of property or other person violating this section to appear before the Municipal Court to show cause why these provisions have not been complied with. In addition, the Community Development Director or a designee shall immediately post a notification upon the property in violation of this section in order to provide visual notification to property owners for a period of 5 consecutive days.

(i) In lieu of inability to contact owners in other manners prescribed above, service may be obtained by any manner authorized by law.

(ii) After a hearing, if it is deemed by the Municipal Court that this section has not been complied with, such owner or other person shall be given 5 days to comply and if he/she fails or refuses to do so, the Public Works Director shall thereupon cause the work to be done.

(iii) For purposes of giving the notice to the owner of the property, as provided for herein, the person shown as the owner of said property on the ad valorem tax records of the City shall be sent such notice at the address shown thereon, unless the City receives actual notice that another person owns said property that owner shall be responsible for said violation.

(c) When the Public Works Director has caused weeds to be cut from any premises, or wastepaper, trash, or other rubbish removed, a notice shall be prepared

assessing the cost of the cutting of those weeds, cleaning and rendering sanitary such vacant lot or other property against the owner, tenant, agent, or employee owning, occupying, or controlling the property. The cost of such action shall be a debtor lien upon the property so cleaned and rendered sanitary and a debt against the owner, tenant, agent, or other party in charge of the property. The debtor lien shall date from the completion of the work on the property as declared under City Council ordinance.

(d) A written statement shall be furnished by the City Clerk to the owner, agent, or other party in charge of the property subject to the assessment provided for herein showing the amount of the assessment. It shall be the duty of the owner, agent, or other party in charge of the property subject to the assessment to pay the City within 30 days after the receipt of the statement the entire amount of the assessment against the property and the owner, tenant, agent, or other party in charge of the property.

(e) Any owner, tenant, agent, or other party in control of property subject to assessment as provided herein who fails or refuses to pay to the City the amount of such assessment at the expiration of 30 days after the service of the notice of statement provided above, the City Clerk shall issue an execution bearing date of its issuance in the name of the Mayor of the City and specifying the purpose for which it is issued against the owner, tenant, agent, or other party in control of the property subject to the assessment and also against the property of the owner, tenant, agent, or other party in control of the property upon which the work in question is performed. The execution shall assert and be a lien against the property from the day of the completion of the performance of the work hereinbefore described and shall bear interest at the rate of 1 percent per month from the date on which it is issued. For the purposes of this section, any period of less than 1 month shall be considered to be 1 month.

(f) The execution issued under these provisions shall be delivered to the Chief of Police or a designee thereof who shall execute the same by levying upon and selling the property described therein or so much thereof as may be necessary for the amount due the City from the doing of such work, together with all costs that may accrue thereon. The law applicable to the sales under other executions issued by this City shall apply to the levy, notice, advertisement and sale made under the execution, and the levying officer shall have authority to execute a deed to the purchaser when the property is sold and shall deliver the possession thereof to the purchaser within the time required by law as under tax executions.

Section 3-3002: Fire Limits.

For purposes of the building code, the fire limits of the City shall be the same as is provided in this Code.

The foregoing Ordinance No. 2017-013 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	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS ORDINANCE adopted this _____ day of _____2017. CITY OF SOUTH FULTON, GEORGIA

_____

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

_____

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

_____

JOSH BELINFANTE, INTERIM CITY ATTORNEY

DIVIDER SHEET

City of South Fulton - Georgia
Office of the City Manger

City Manager's Report
Week Ending - June 23, 2017

June 23, 2017

Honorable Mayor and Council,

Below you find the Office of the City Manager's Weekly Report. This report is intended to provide you with weekly updates of high level task/works in progress from each respective division. Should you have further questions regarding the report, please do not hesitate to contact me directly.

Sincerely,

Ruth C. Jones
Interim City Manger

####

CITY MANAGER'S DIVISION

1. Met with Council Members and Mayor for weekly standing meetings

2. Met with Mayor MTG./Courtney Night Public Financial Management

3. Met with Todd Long, Fulton County COO
    a. Regarding IGA
    b. Asset List
    c. Ongoing - Needs

4. Met with Frank Milazi for weekly finance meeting
    a. Budget Meeting

5. Attended Special Call Meeting and work session

6. Held Executive Core Team Meeting with respective divisions
    a. Developed Project Task List for Ongoing Projects

7. Reviewed Applications:
    a. Administrative Assistant
    b. Communications Director

8. Guest Speaker – Fulton County Fire Rescue Recruit Graduation

ASSISTANT TO THE CITY MANAGER DIVISION

1. Met with Web Vendor CivicsPlus in regards to the informed build process for the city's site.
    a. Provided direction for mapping the full city website
    b. Reviewed cost proposal
    c. Finished Training - Bid/RFP Section to the Web
    d. Reviewed Update scope of service and timeline

2. Attended weekly meeting to establish priorities with the Mayor and City Manager

3. Attended Special Call Meeting and work session
    a. Prepared documents for the meeting

4. Met with Council Members for standing meetings and for
5. Met with Vendor Interdev -Final Technology Implementation
    a. Final P.C and Desktop Deployment
    b. Final Telephone Installation - Complete
    c. Discussed additional Server Specs and Configuration-
        i. Ongoing Support
        ii. GIS
        iii. Planning -
        iv. Backup – Disaster recovery
    d. Service Support

6. Worked on gathering information related to the Georgia Department of Natural Resources
    a. Reviewed Requirements for the Following – Ongoing
        i. Application for Participation in the National Flood Insurance Program
        ii. Reviewed Resolution of Intent to Participate
        iii. Reviewed the Model Flood Plain Management / Flood Damage Prevention Ordinance

7. Continue to manage the city's Facebook page
    a. Manage Content

8. Assumed the responsibility for daily checking City's Info email and Checking Voice Mail daily

9. Met with IKON Film works
    a. Possible Provider for Video Recording of City Council Meetings
    b. Received Proposal

10. Set – Up technology and office space
    a. Zina Cooper – Human Resources Manager

FINANCE DIVISION

1. Work with financial software providers on:
   (a) installation of software on finance department computers
   (b) review of chart of accounts, modifications and recommendations to suite our City needs
   (c) facilitation of new software demo for the Planning and Code Enforcement
   (d) Place an order for Credit card devices for accounts receivable
   (e) Provide the software providers with fees schedule for planning and zoning

2. On-going meetings with department heads/representatives for detailed discussions for the 2018 budget preparation

3. Working with our financial software provider, our IT consultants and Fulton County personnel to facilitate financial data migration from Fulton County to City of South Fulton.

4. On-going discussions with Travelers and Apex to discuss City's Liability insurance including surety bonds for City's personnel and elected officials.

5. Working with Department of Revenues to make sure they have all they need from the City of South Fulton so that we get our May LOST revenues.

6. Working with Secretary of State – Insurance Commission on Insurance Premium revenues for the City of South Fulton.

HUMAN RESOURCES DIVISION

Recruitment

1. Implementing a Recruiting and Applicant Tracking System (ATS) module offered by the current payroll and onboarding vendor, Paychex (refer to accompanying document- Paychex Recruiting and Applicant Tracking)
    - Implementation will take approximately four to six weeks to complete
    - After implementation, prospective applicants will be able to view and apply for positions directly from the City of South Fulton website
    - All job postings will be advertised on the City's website as well as external sites: Standard Sourcing Features

- Collect sourcing information online when candidates apply- Free Ad Feed where URL includes the embedded Ad Code which auto-documents source data
- Indeed, SimplyHired, Trovit, Glassdoor.com, and myStaffingPro Jobs Twitter page
- The US Military Pipeline- https://usmilitarypipeline.com/join_company/search
- Veterans Employment Center (https://www.ebenefits.va.gov/ebenefits/jobs) https://us.jobs/postajobpartner.asp?partner=ebenefits
- Candidates applying on the website directly are asked to provide source / specific source
- Employee Referrals submitted via the ER Portal are auto-documented
- Other Sourcing Options to maximize the presence on Social Media: https://mystaffingprocommunity.wordpress.com/2011/06/22/social-media-integration/
- a. Facebook App can be added to the client Facebook company profile to pull in the candidate portal
- b. RSS Tool can be enabled to set up an automatic feed of all new jobs to ANY social media site
- c. Social Toolbar on the Candidate Portal can provide direct links to the
- City's social media accounts on LinkedIn, Facebook, Twitter, and YouTube (upon set-up)

2. Maintain current job advertisements
    - Responding (thank you for applying…resume received, etc.) to each job applicant that applies using the employment@cityofsouthfultonga.gov email address
    - Job Advertisements Update (refer to spreadsheet below)

Job Title	Advertising Date	Closing Date	Number of applicants (as of 06/22/2017)	Comments
COMMUNICATIONS DIRECTOR	5/19/2017	6/30/2017	23	Posting extended through 06/30/2017
PURCHASING MANAGER	5/19/2017	6/30/2017	28	Posting extended through 06/30/2017
DIRECTOR, COMMUNITY DEVELOPMENT SERVICES	6/6/2017	7/6/2017	8	
PLANNER I	6/6/2017	7/6/2017	10	

PLANNER II	6/6/2017	7/6/2017	2	
CITY ENGINEER	6/6/2017	7/6/2017	2	
SENIOR PLANNER	6/6/2017	7/6/2017	5	
GIS SPECIALIST SUPERVISOR	6/19/2017	7/9/2017	0	
PERMIT SPECIALIST	6/22/2017	7/8/2017	1	Posting advertised on 6/22/2017
RISK MANAGER	6/22/2017	7/15/2017	0	Posting advertised on 6/22/2017
ACCOUNTING ASSOCIATE	6/22/2017	7/8/2017	3	Posting advertised on 6/22/2017
BUSINESS TAX INSPECTOR	6/22/2017	7/8/2017	0	Posting submitted to GMA on 6/22/2017; pending advertisement
BUSINESS TAX SPECIALIST	6/22/2017	7/8/2017	0	Posting submitted to GMA on 6/22/2017; pending advertisement

- Continuing the strategic Employee Transition Plan to onboard transitioning employees (refer to the document labeled City of South Fulton Employee Transition Plan-Onboarding)
- Preparing for New Employee Orientation on Monday, July 3, 2017
    - Development Services Staff (6 employees)

Classification and Compensation Plan

- Reviewing organizational charts to recommend the appropriate job classification, salary, and specification
    - Next presentation will be for Code Enforcement (transition date 08/01/2017)
- Preparing a recommendation for the City's Compensation Philosophy
- Preparing final recommendation for the City's comprehensive pay and class plan
- Final drafted plan recommendation will be shared on July 25, 2017

Employee Guidebook- Personnel Policies and Procedures

- Reviewing Personnel Policies and Procedures of similar municipalities for final recommendation of the guidebook
- Policy will include recommendation of Merit System- Performance Management, Civil Service Status (Classified vs Unclassified), Probationary Periods
- Final drafted guidebook recommendation will be shared on July 25, 2017

Safety Program

- Participated in a conference call with current vendor, Paychex to discuss establishing a Safety Program which includes compliance with OSHA standards
    - Program includes creating a Safety Manual and onsite Safety Training
    - The Safety Program is a solution included in the vendor's current service solutions
    - Risk Manager position currently being advertised

City of South Fulton

Employee Transition Plan- ONBOARDING

PHASE ONE: DEVELOPMENT SERVICES

Last Update: **6/23/2017**

Item #	Open Date	Description of Action Item	Owner	Priority	Status	Target Completion Date	Date Closed	Comments
1	6/19/2017	Signature execution- All Benefits	Mayor	Critical	Closed	6/23/2017	6/20/2017	Mass Mutual, Aetna, Blue Cross Blue Shield, Kaiser, Eye Med; Hand delivered on 6/19 to Delores for Mayor's signature
2	6/19/2017	Prepare Prospective Employee Notification letter (see document labeled item # 1)	Anquilla	Critical	Closed	6/19/2017	6/19/2017	Draft letter to send to employees inviting them to meet with COSF HR to discuss the transitioning of their employment.
3	6/19/2017	Prepare City of South Fulton employment application (see document labeled item #2)	Anquilla	Critical	Closed	6/19/2017	6/19/2017	Modified FC standard application
4	6/19/2017	Email items # 1 and 2 to current FC Planning (7 employees) and Code Enforcement (18 employees) staff	Anquilla	Critical	Closed	6/20/2017	6/19/2017	Emailed staff from list provided by current Planning and Code Enforcement division leadership
5	6/19/2017	Reserve meeting space for new hire orientation	Anquilla	Critical	Closed	6/23/2017	6/22/2017	Meetings to be held on Monday 6/26 and Tuesday 6/27 in the offices of Anquilla and Zina
6	6/19/2017	Schedule individual in-person meetings with transitioning employees	Anquilla	Critical	Closed	6/23/2017	6/22/2017	Flexible with in-person and/or conference call **6 employees scheduled from Development Services** **17 employees scheduled from Code Enforcement**
7	6/19/2017	Consult with benefit providers to discuss enrollment of new and transitioning employees	Anquilla/ Zina	High	Closed	6/23/2017	6/22/2017	Discuss enrollment conditions, application, etc. (Kaiser, Eyemed, Mass Mutual-- BCBS and Aetna complete 6/19)
8	6/19/2017	Prepare benefit offerings packet (description of benefits offered, employee cost, enrollment selection form, provider name and contact information, etc.)	Anquilla	High	Closed	6/23/2017	6/23/2017	Prepare new enrollment documents for current Administrative Staff; review current benefit selections with transitioning employees
9	6/19/2017	Prepare onboarding documents (offer letter, I-9, tax forms, confidentiality statement, policy acknowledgement document, contact information sheet, etc.)	Anquilla/ Zina	Critical	Closed	6/23/2017	6/23/2017	Confidentiality statement, *policy acknowledgement, contact information sheet, etc. *Policy acknowledgement document is pending adoption of the Employee Guidebook
10	6/19/2017	Coordinate new hire orientation- invite benefit providers-- including supplemental vendors (Aflac, Legal Shield, Primerica, Colonial Life, New York Life)	Anquilla	Critical	Closed	6/26/2017	6/22/2017	Schedule onsite session for enrollment; reserve breakroom area for supplemental providers to set-up and meet with employees the week of 7/3
11	6/19/2017	Draft offer letter to employees	Zina	Critical	Open	6/26/2017		See org chart, current salary/ job title/ job description
12	6/19/2017	Meet with FC transitioning employees to review their employment application and extend job offer.	Anquilla/ Zina	Critical	Open	6/27/2017		Meetings to be held on Monday 6/26 and Tuesday 6/27
13	6/19/2017	Discuss outcome of meetings with City Manager and CFO	Anquilla/ Zina	High	Open	6/28/2017		Confirm the number of employees that accepted the offers and strategize the recruitment activity to fill vacant positions
14	6/19/2017	Conduct new hire orientation session	Anquilla/ Zina	Critical	Open	7/3/2017		Benefit enrollment; answer employee questions; discuss expectations
15	6/19/2017	Add employees to Pay Chex- onboarding	Anquilla	Critical	Open	7/7/2017		**PHASE ONE TRANSITION COMPLETE**

Paychex Recruiting and Applicant Tracking

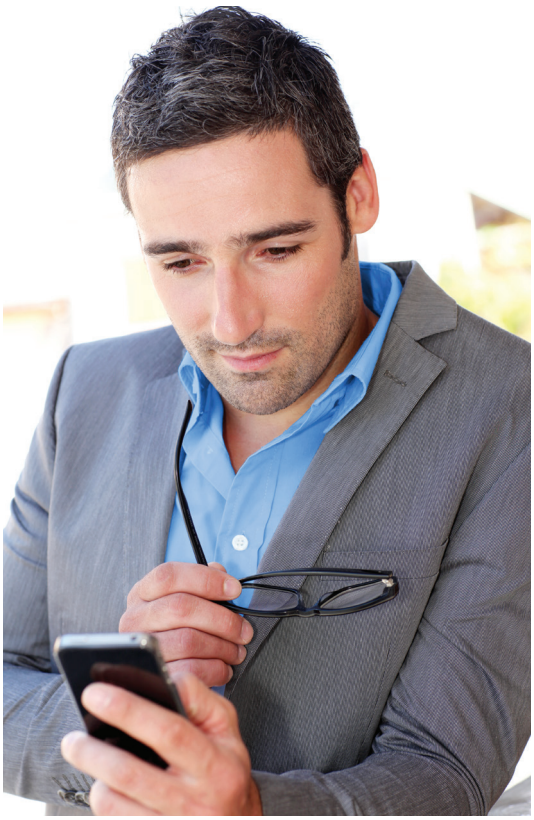
PAYCHEX®

Major Market Solutions

Paychex Recruiting and Applicant Tracking

Paychex recruiting and applicant tracking is an end-to-end, feature-rich Web solution that can help streamline your recruiting processes, helping you to increase productivity and performance. Our system can help:

- Save time and paper.
- Increase applicant pools.
- Shorten cycle times.
- Improve new-hire quality.
- Reduce turnover.
- Cover employment law compliance.
- Increase productivity and performance.



HIGHLIGHTS

WEB ACCESS

Provide points of access to multiple parties, including administrators, recruiters, supervisors, employees, and applicants. Features include:

- Internal employee access.
- Applicant access through career sites and company portal.
- Supervisor scheduling, process tracking, and follow-up.

INTERNAL JOB POSTINGS AND REFERRALS

Leverage employee engagement with internal job postings and employee referrals.

OUTSIDE RECRUITING

Extend your recruiting reach and attract the best applicants with a variety of recruiting tools, such as:

- Job posting templates.
- Automated free job board postings with Bright, Glassdoor, Indeed, SimplyHired, and Trovit.
- Social-media distribution.
- Automated job opening notifications through opt-in email subscription.
- Search engine optimization.

ONLINE APPLICATIONS

Create a candidate-friendly experience that saves time and improves the application completion rate. Key features include:

- Configurable application process.
- Resume collection.
- Social profile parsing.
- Automated submission confirmation and email.
- Applicant status portal.

APPLICANT QUALIFICATION AND SELECTION

Save time and concentrate your recruiting efforts on the most qualified applicants, using these coordinated tools:

- Integrated employment application.
- Job-specific screening questionnaire and scoring filters.
- Resume keyword searching and archiving.
- Interview scheduling, tracking, and feedback workflow.

NEW-HIRE PROCESS

Streamline the hiring process with advanced workflows and tracking capabilities, such as:

- Automated job-opening creation, approval, management, and fulfillment.
- Applicant document tracking.
- Applicant management and history visibility.
- Notification and reminder emails to applicants, managers, and users.
- Transferral of key information from Recruiting and Applicant Tracking to Paychex payroll after candidate is hired.

REPORTING AND ANALYTICS

Monitor your success with prepackaged reporting and analytic tools on the following measures:

- Sourcing.
- Hiring process.
- Time-to-fill.
- Aging.
- Compliance.
- Applicant workflows.
- Ad-hoc reports.

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2012 Winner

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IMPLEMENTATION AND SERVICE

Benefit from our experience and best-practices knowledge. Our highly skilled, expert consultants will work with you to understand your needs and configure an applicant tracking solution that is intuitive to your hiring process and instills best practices.

98% Client Renewal Rate

"This has just been an excellent product. It is easy to use, meets all of our needs, and the support we have gotten is phenomenal. Excellent – would recommend highly."

Nancy Janet
Director of Field Service
FGX International

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