



City of Fairburn
56 Malone Street
Fairburn, GA 30213
January 27, 2020 @ 6:00 p.m.

WORKSHOP AGENDA

- | | | |
|-------|--|---|
| I. | Meeting Called to Order | The Honorable Elizabeth Carr-Hurst, Mayor |
| II. | Roll Call | Arika Birdsong-Miller, City Clerk |
| III. | Presentations | None |
| IV. | Discussions | Councilmembers |
| V. | Review of Agenda Items for Council Session | Councilmembers |
| VIII. | Adjournment | Councilmembers |



City Hall
56 Malone Street
Fairburn, GA 30213
January 27, 2020 at 7:00 p.m.

Regular Agenda

The Honorable Mayor Elizabeth Carr-Hurst, Presiding

The Honorable Linda J. Davis
The Honorable Pat Pallend
The Honorable Ulysses J. Smallwood.

Mr. Dennis Stroud
Mr. Randy Turner

The Honorable Alex Heath
The Honorable Hattie Portis-Jones
The Honorable James Whitmore

City Administrator
City Attorney

I. Meeting Called to Order:

The Honorable Mayor Carr-Hurst

II. Roll Call:

Arika Birdsong-Miller
City Clerk

III. Invocation:

Apostle Danita Jones
In His Great Name Ministries

IV. Pledge of Allegiance:

In Unison

V. Presentation:

Honoring the Late Mr. Mark Wade
Planning and Zoning Board

Lieutenant Toney O. Williams
Fairburn Police Department

VI. Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes; however, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further in the event, if more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to the City Administrator for review. Responses will be provided at a later date.

VII. Adoption of the City Council Agenda: Councilmembers

VIII. Adoption of Consent Agenda Items: Councilmembers

IX. Adoption of City Council Minutes: Councilmembers
(January 13, 2020 Regular Meeting Minutes)

X. Public Hearing: **Rezoning 19RZ-003- Wendover Housing**

XI. Agenda Items:

1. **Office of the Mayor** **Mayor Elizabeth Carr-Hurst**
Board Re-Appointments (2) and Appointment for Downtown Development
Authority (DDA)

Board Appointment for East Point-Fairburn Housing Authority

Board Re-Appointments (2) for Planning and Zoning

2. **City Clerk** **Mrs. Arika Birdsong-Miller**
For Mayor and Council to approve the 2020 City Council Meeting Schedule.

3. **Human Resources Department** **Mrs. Linda Johnson**
For Mayor and Council to approve the City of Fairburn's Employee of the Month
Program, Guidelines and Nomination Form.

4. **Human Resources Department** **Mrs. Linda Johnson**
For Mayor and Council to approve revisions of the City of Fairburn Code of
Ordinances Chapter 2- Administration, Article III, Section 2-57 Personnel
Policies Section 2-53.8 (Annual Leave) and Section 2-53.9 (Sick Leave).

5. **Planning and Zoning Department** **Ms. Tarika Peeks**
For Mayor and Council to approve the Text Amendment 20TA-001- Short Term
Rental Ordinance.

6. **Planning and Zoning Department** **Ms. Tarika Peeks**
For Mayor and Council to approve amendment to the fee schedule.

7. **Planning and Zoning Department** **Ms. Tarika Peeks**
For Mayor and Council to approve Service Agreement with Host Compliance for
Short Term Rentals.

8. **Utility Department** **Mr. Steven Jackson**
For Mayor and Council to approve the purchase of a 2018 GMC Arcadia for
Utility Director, Steven Jackson.

XII. Council Comments Councilmembers

XIII. Executive Session

Attorney Randy Turner

XIV. Adjournment

Councilmembers

*When an Executive Session is required, one will be called for the following issues:
(1) Personnel (2) Real Estate or (3) Litigation.



City of Fairburn
Mayor and Council Meeting Minutes
January 13, 2020
7:00 p.m. @ City Hall

- I. The meeting was called to order at 7:00 p.m. by the Honorable Mayor Carr-Hurst.
- II. Roll Call was taken by City Clerk, Arika Birdsong-Miller with the following members present:

Mayor Elizabeth Carr-Hurst
Councilmember Elect Linda J. Davis Councilmember Hattie Portis-Jones
Councilmember Elect Pat Pallend Councilmember James Whitmore
Councilmember Ulysses J. Smallwood

Councilmember Alex Heath was absent.

The attendance of Council constituted a quorum and the meeting proceeded.

- III. The invocation was led by Bishop Aaron Lackey of Temple of Prayer Family Worship Cathedral UCOGIC.
- IV. The Pledge of Allegiance was recited in unison.
- V. Swearing-In of Councilwoman Linda J. Davis
The Oath of Office was administered to Linda J. Davis by Mr. Horace Cooper.
- VI. Swearing-In of Councilman James Whitmore
The Oath of Office was administered to James Whitmore by Bishop Aaron Lackey.
- VII. Swearing-In of Councilman Pat Pallend
The Oath of Office was administered to Pat Pallend by City Attorney Randy Turner.
- VIII. Presentation: There was no presentation.
- IX. Public Comments:
 1. Ms. Penelope Ladlow, 132 Strickland Street, thanked Fairburn Police for cleaning up the drug activity in her neighborhood. Ms. Ladlow made a request for street lights to be installed on Spring Street to assist with keeping the area crime free.

Mayor Carr-Hurst stated this issue will be referred to Mr. Lester Thompson for evaluation.
 2. Mr. Ricky Blackwell, 110 Orchard Street, requested bodycam footage for a traffic citation on August 16, 2018 for the entire incident. Mr. Blackwell accused the officer of unnecessary roughness and verbal abuse.

Mayor Carr-Hurst stated this issue will be referred to Chief Mathis and Mrs. Birdsong-Miller.

3. Thomas Cochran, 467 Fire Leaf Way, complimented Chief Mathis and the Fairburn Police Department for the Blue Light/Shop with a Cop program. Mr. Cochran also thanked the Police Department for patrolling St. John AME Church on New Year's Eve during their Watch Night Service.
4. Ms. Anatavia Benson, 605 Birkdale Drive, stated that since the year 2017, she has been a proud resident of the City of Fairburn. Ms. Benson thanked Officer Lynch for speaking to her children to help calm them when she received a traffic citation.
5. Ms. Annette Shepard, 300 Fairview Drive, is concerned about an article in the South Fulton Neighbor that states AT&T Mobile will put a cell tower in front of her house.

Mayor Carr-Hurst stated this issue will be referred to Mr. Steven Jackson and Ms. Tarika Peek.

6. Ms. Yolanda Jackson, Virlyn & Smith Rd, has been a resident of Fairburn for 23 years and is pleased with the growth of the City. Ms. Jackson inquired about the City's plans for expansion of Highway 74 to help ease traffic.

Mayor Carr-Hurst stated this issue will be referred to Mr. Lester Thompson to share plans of expanding Highway 74.

7. Ms. Sharon Collier, 23 Golightly Street, stated that she is concerned with people speeding on her street and requested speed bumps be installed.

Mayor Carr-Hurst stated she will receive a response from staff.

- X. Adoption of the Council Agenda. Motion to approve the Council Agenda was made by Councilman Whitmore and the second was provided by Councilwoman Davis.

Vote: 5-0: Motion Carried.

- XI. Adoption of Consent Agenda Items: Agenda Items #3 and #5 were moved to the Consent Agenda. Motion to approve the Consent Agenda items was made by Councilman Smallwood and the second was provided by Councilwoman Davis.

Vote: 5-0 Motion Carried.

The Consent Agenda Items were:

1. Fire Department

Chief Cornelius Robinson

For Mayor and Council to approve the sole source purchase of 11 sets of GLOBE manufactured bunker gear from Bennett Fire Products in the amount of \$28,457 from the budget line item 100-3500-53-1710 Uniform/Clothing.

2. Community Development

Mr. Lester Thompson

For Mayor and Council to approve Task Order #3 with Pond & Company for Professional Engineering & Landscape Architectural Services.

- XII. Adoption of City Council Meeting Minutes from December 9, 2019 was presented and approved. Motion to approve the Council Meeting Minutes was made by Councilwoman Davis and the second was provided by Councilman Smallwood.

Vote: 5-0 Motion Carried.

XIII. Public Hearing: There was no public hearing.

XIV. Agenda Items:

1. Office of the Mayor

Mayor Elizabeth Carr-Hurst

- Appointment of Mayor Pro-Tem 2020
Councilwoman Davis motioned to appoint Ulysses J. Smallwood as Mayor Pro-Tem for the City of Fairburn for 2020. Councilwoman Portis-Jones provided the second.
Vote: 5-0 Motion Carried.
- Appointment of City Attorney for 2020
Mayor Pro-Tem Smallwood motioned to appoint Randy Turner as the City Attorney for the City of Fairburn for 2020. Councilwoman Davis provided the second.
Vote: 5-0 Motion Carried.
- Appointment of the City Clerk for 2020
Councilman Pallend motioned to appoint Arika Birdsong-Miller as the City Clerk for the City of Fairburn for 2020. Councilwoman Davis provided the second.
Vote: 5-0 Motion Carried.
- Appointment of Police Chief for 2020
Councilman Whitmore motioned to appoint Stoney Mathis as the Chief of Police for the City of Fairburn for 2020. Councilwoman Portis-Jones provided the second.
Vote: 5-0 Motion Carried.
- Appointment of Fire Chief for 2020
Mayor Pro-Tem Smallwood motioned to appoint Cornelius Robinson as the Fire Chief for the City of Fairburn for 2020. Councilwoman Davis provided the second.
Vote: 5-0 Motion Carried.
- Legal Organ of the City of Fairburn for 2020
Mayor Pro-Tem Smallwood motioned to appoint the South Fulton Neighbor Newspaper as the Legal Organ for the City of Fairburn for 2020. Councilwoman Davis provided the second.
Vote: 5-0 Motion Carried.

2. Finance Department

Ms. Angela Jackson

For Mayor and Council to approve the budget amendment to cover operating and capital expenditures. Ms. Jackson explained that the funds will be transferred between accounts to ensure there is not a deficit at the 2019 fiscal year end. Councilwoman Davis asked what the Finance Department was doing to ensure that this issue does not occur in 2020. Ms. Jackson stated that the department is holding quarterly budget status meetings with each department to ensure accounts do not exceed their budgetary amounts.

Vote: 5-0 Motion Carried.

3. City Attorney

Mr. Randy Turner

For Mayor and Council Motion to approve the appointment of Attorney Brenton Bean (Freeman, Mathis & Gary, LLP) as outside counsel for employment and personnel administration matters. Attorney Turner explained Attorney Bean is currently working on behalf of the City of Fairburn on two claims and is the preferred firm panel attorney for the City's employment practices liability insurance carrier. Attorney Turner also stated that if Attorney Bean is appointed it will allow the city to take advantage of different trainings offered through Freeman, Mathis & Gary LLP. Motion to appoint Attorney Brenton Bean as outside counsel was made by Councilwoman Davis and the second was provided by Mayor Pro-Tem Smallwood.

Vote: 5-0 Motion Carried.

4. City Attorney

Mr. Randy Turner

For Mayor and Council to approve comprehensive revision to the City's Code of Ethics. Attorney Turner explained that the Ordinance being proposed is a comprehensive revision of Section 2-35 of the City Code of Ordinances, which section is the City Code of Ethics. Motion to approve the comprehensive revision to the City's Code of Ethics was made by Councilwoman Davis and the second was provided by Councilman Whitmore.

Vote: 5-0 Motion Carried.

XV. Council Comments:

Councilman Whitmore thanked all the citizens for attending the meeting and wished everyone a Happy New Year.

Councilwoman Davis reminded citizens of National Day of Service on Martin Luther King Jr. Day in the City of Fairburn.

Mayor Pro-Tem Smallwood thanked the Police Department for their fast response when his grandson needed emergency attention after swallowing a Tide Pod.

Councilman Pallend encouraged citizens of Fairburn to come to the meetings so that Council can get feedback from the community.

Councilwoman Portis-Jones thanked the citizens for their civic engagement.

Mayor Carr-Hurst stated that she attended the funeral for Brandon McCrary, a citizen and employee of Union City that was killed on his way to work. Mayor Carr-Hurst stated the experience reminded her that we should cherish every day because tomorrow is not promised.

XVI. Executive Session: No executive session.

XVII. Adjournment: At 7:59 p.m., with no further business of the City of Fairburn, the Motion to adjourn was made by Councilwoman Davis and the second was provided by Councilman Whitmore.



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: REZONING 19RZ-003- WENDOVER PARTNERS

() AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION (X) OTHER

Planning and Zoning Commission: 12/03/19

Mayor and City Council: 01/27/2020

DEPARTMENT: Community Development/Planning and Zoning

BUDGET IMPACT: None

PUBLIC HEARING: (X) Yes () No

PURPOSE: For the Mayor and City Council to review a rezoning petition to allow the development of a multi-family development.


DESCRIPTION: Wendover Housing Partners, LLC seeks to rezone 6.449 acres from O&I (Office Institutional District) to RM-36 (Multi-family Residential District) to allow a 78-unit multi-family residential development on Brooks Drive.

PLANNING AND ZONING COMMISSION RECOMMENDATION: APPROVAL CONDITIONAL

STAFF RECOMMENDATION: APPROVAL CONDITIONAL



Mayor Elizabeth Carr Hurst



Dennis Stroud, City Administrator

APPLICATION INFORMATION

Rezoning 19RZ-003 - Wendover Housing Partners

APPLICANT/PETITIONER INFORMATION

Property Owner	Petitioner
Judy Hight	Wendover Housing Partners, LLC

PROPERTY INFORMATION

Address:	0 Brooks Drive [Parcel # 09F090400511263]
Land Lot and District:	Land Lot 51, District 9F
Frontage:	Brooks Street, Cemetery Street, and Washington Street
Area of Property:	6.449 acres
Existing Zoning and Use:	O&I (Office Institutional District)
Overlay District:	The subject property is not located in an overlay district.
Prior Zoning Cases/History:	None
2035 Comprehensive Future Land Use Map Designation:	Town Center Mixed Use
Compatibility with Fairburn's 2035 Comprehensive Plan:	The request to rezone property from O&I (Office Institutional District) to RM-36 (Multi-family Residential District) to allow a 78-unit multi-family development is compatible with the Comprehensive Plan and Future Development Map.
Proposed Zoning:	RM-36 (Multi-family Residential District)

MEETING AND HEARING DATES

Planning and Zoning Commission Meeting
Tuesday, December 3, 2019

Mayor and City Council Public Hearing
Monday, January 27, 2020

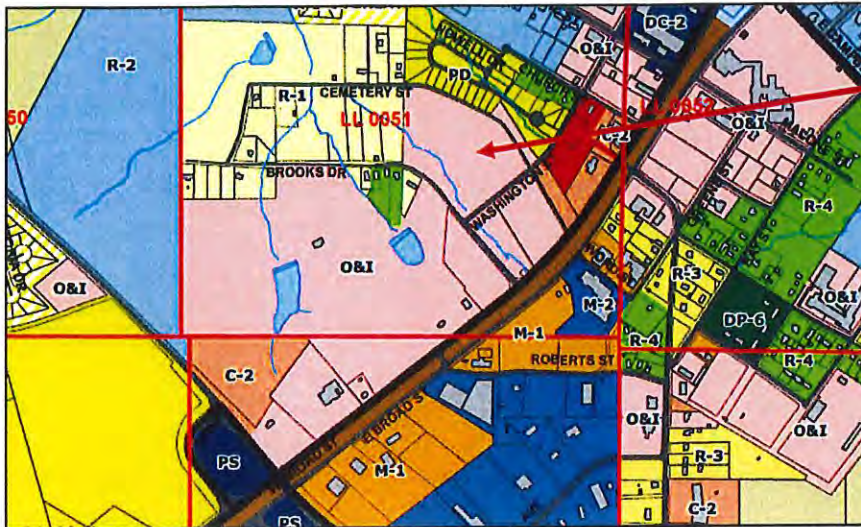
INTENT

A request to rezone 6.449 acres from O&I (Office Institutional District) to RM-36 (Multi-family Residential District) to allow a 78-unit multi-family residential development.

SURROUNDING ZONING

North: PD (Planned Development District) and R-2 (Single-family Residential District)
East: O&I (Office Institutional District) and RM-36 (Multi-family Residential District)
South: O&I (Office Institutional District)
West: R-1 (Single-family Residential District) and R-2 (Single-family Residential District)

Zoning Map



19RZ-003
78-unit multi-family
residential development
6.449 acres

PUBLIC PARTICIPATION

The applicant held a community meeting on Wednesday, March 20, 2019, 6:00 p.m. at the Fairburn Annex [40 Washinton Street, Fairburn]. Four adjacent property owners attended the meeting. The applicant displayed the conceptual site plan, building elevations, exterior and interior photo renderings and provided sample materials consistent with the building materials that will be used in the construction process. The attendees asked the following questions:

1. What is the range of rents?
2. Will seniors be allowed to live in the project?
3. Was senior housing considered?
4. Are there any City of Fairburn plans for the area?
5. Are there any concerns with resident neighbors?
6. Will sidewalks be constructed?
7. Will the nearby stream be impacted?
8. Does Wendover do condominiums?
9. What does the City think?
10. Will this project produce more traffic (cars and pedestrian)?
11. Will there be any more meetings?
12. Will the cemetery be negatively impacted?

Most of the discussion focused on the aesthetic attributes of the property such as the proposed building materials. There was significant discussion on how residential density impacts retail growth and several questions focused on the city's plans for growth. Out of the four property owners present at the meeting, one property owner was in opposition of the development.

STAFF COMMENTS

Engineering/Public Works: Turning lanes shall be required by the city to meet projected traffic demand and/or safe operations. When provided, turning lanes shall meet the following criteria:

1. Provide not less than 150 feet of storage length for arterial roadways. Provide not less than 100 feet of storage length for collector roadways.
2. Provide taper lengths of not less than 100 feet.
3. Longer storage and taper lengths may be required when traffic projections indicate they are justified.

Fire: No comments at this time.

Water and Sewer:

The City of Fairburn Water and Sewer Department has no comment on this rezoning request at this time. Certainly, it will be the responsibility of the developer to provide sound engineering design for water and sewer service for these additional 78 units.

Fulton County Board of Health:

EHS Comments:

1. The Fulton County Board of Health will require that the proposed multi-family development be connected to public water and public sanitary sewer available to the site.
2. Since this proposed development constitutes a premise where people live, onsite sanitary facilities would be mandatory prior to use or occupancy.
3. Since this development includes a public swimming pool as defined in Fulton County Code of Ordinances and Code of Resolutions, Chapter 34 - Health and Sanitation, Article XII - Swimming Pools and Natural
 - a. Bathing Beaches (including spas, whirlpools, etc.), the owner or contractor must submit plans and approval by this department and must obtain a Fulton County Board of Health permit to construct before issuance of a building permit. Also, the owner of the facility must obtain a Board of Health permit to operate the pool prior to opening.
4. This department will require that plans indicating the number and location of outside refuse containers along with typical details of the pad and approach area for the refuse containers be submitted for review and approval.

General Public Health and EJ Comments:

1. Since a multi-family housing development is not considered an environmentally adverse use, the Fulton County Board of Health does not anticipate any adverse impacts to the health of humans or the environment by allowing the rezoning from O&I (Office Institutional) to RM-36 (Residential Multi-family 36) to allow for the development of the proposed 78-unit residential use.
2. Since the proposed development is in an area within the vicinity of a railroad, this department recommends that the owner/developer considers the potential noise level and duration in this development's design. Noise has the potential for causing sleep disturbances which can negatively affect mental and physical health.
3. Diesel engines emit pollution particles into the air around train tracks. Diesel exhaust particulate matter is a toxic air contaminant and contains known carcinogens. Diesel pollution has an impact on public health and/or air quality. There is no information regarding the magnitude of impact to public health, if any, at this site.

ZONING IMPACT ANALYSIS

A. Does the proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?

The applicant is proposing to rezone the subject property from O&I (Office Institutional District) to RM-36 (Multi-family Residential District) to allow a 78-unit multi-family development. The site will consist of one four story building with a community amenity area to include a splash pad, gazebo, trash receptacles, benches, and a leasing facility with an activity room, fitness room and business center.

Staff is of the opinion that the proposed use is suitable in view of the use and development of adjacent and nearby property. The surrounding area consists of: PD (Planned Development District) and R-2 (Single-family Residential District) to the north, O&I (Office Institutional District) and RM-36 (Multi-family Residential District) to the east, O&I (Office Institutional District) to the south and R-1 (Single-family Residential District) and R-2 (Single-family Residential District) to the west.

B. Does the proposal adversely affect the existing use or usability of adjacent or nearby property?

Staff is of the opinion that the petition if approved would not have an adverse impact on the use or usability of adjacent or nearby properties. The surrounding properties are zoned R-1 (Single-family Residential District), R-2 (Single-family Residential District) and PD (Planned Development District).

C. Does the property have a reasonable economic use as currently zoned?

Staff is of the opinion that the subject property has a reasonable economic use as currently zoned.

D. Will the proposal result in a use that could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools?

The applicant submitted a trip generation report to the Planning and Zoning Office on May 13, 2019 which evaluated the existing traffic counts and site generated traffic for the proposed development. Trip generation estimates for the development were based on the rates and equations published in the 10th edition of the Institute of Transportation Engineers (ITE) Trip Generation report. The trip generation was based on the following ITE Land Use: 221 – Multifamily Housing (Mid-Rise).

The site-generated traffic volumes for the development are shown in the table below.

TRIP GENERATION								
Land Use	Size	AM Peak Hour			PM Peak Hour			24-Hour
		Enter	Exit	Total	Enter	Exit	Total	Two-way
Multi-family Housing (Mid-Rise)	78 units	7	20	27	21	14	35	423

A 24-hour bidirectional tube count was collected on Wednesday, May 7, 2019 on Cemetery Street, north of Washington Street and on Washington Street, east of Brooks Drive. The counts reveal that the average daily traffic along Washington Street is 147 vehicles/day, and the average daily traffic along Cemetery Street is 96 vehicles/day. Even with the addition of the total daily site-generated traffic (shown in the table above), the total daily traffic on each road will fall under 2,000.

At present, the local elementary school (Evoline West) and middle school (Bear Creek) slightly exceeds capacity for the 2019-2020 school year. Any residential development, whether the site is rezoned will increase the schools' populations above the 2019-2020 baseline numbers. As stated in the Fulton County School's Rezoning Impact Statement, the school system addresses population increases by using "portable classrooms or other measures that may be needed to accommodate the instructional needs of the school. The local high school (Creekside) is currently below capacity; therefore, the multi-family development will not impact the schools' projected capacity.

E. Is the proposal in conformity with the policies and intent of the land use plan?

Staff is of the opinion that the proposal is consistent with the Future Development Map, which designates the site as Town Center Mixed Use. The Town Center Mixed Use Character Area goal is for downtown to become the center of daily life in the city. The development strategies for the Town Center Mixed Use Character Area, as referenced in the Comprehensive Plan are:

- Maintain integrity of interconnected grid and pedestrian circulation;
- Historic structures should be preserved or adaptively reused wherever possible;
- New development should reflect the historical context of building mass, scale and setbacks;
- Encourage mixed-use infill and redevelopment;
- Encourage transit-supportive residential development;
- Economic development strategies should continue to nurture thriving commercial activity;

- Enhance tree planting to include more shade trees and ornamental streetscape plantings and;
- Ensure that future phases of streetscape enhancements are developed in harmony with previous efforts, as well as economic development goals of the City and the Downtown Development Authority

The appropriate land uses for the Town Center Character Area, as referenced in the Comprehensive Plan are:

- Mixed Use
- Civic/Institutional/Educational
- Residential (all types)
- Commercial/Retail/Office
- Small scale low intensity industrial that fits into appropriately scaled and designed structures

The proposal to develop a multi-family development proximity to downtown is consistent with the goals of the Comprehensive Plan which encourages an integration of various residential [housing] types in the downtown area. Increasing the number of housing units near downtown will support and encourage more businesses to locate to downtown. Furthermore, incorporating a mixture of housing stock near downtown will increase activity in downtown and ultimately contribute to a vibrant downtown.

F. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the proposal?

Staff is of the opinion that there are no existing or changing conditions affecting the use and development of the property, which give supporting grounds for approval or denial of the applicant's proposal.

G. Does the proposal permit a use that can be considered environmentally adverse to the natural resources, environment, and citizens of Fairburn?

A stream is located at the most southern portion of the site, which meanders from the west to east sides of the site. The applicant will be required to adhere to the state and city stream buffer requirements. Arpeggio Company conducted a noise impact study for the subject site to assess noise levels. A single Noise Assessment Location (NAL) was used for the noise impact study assessment. The identified noise source is the CSX rail line which is located approximately 650' to the southeast of the southern edge of the site. The noise impact study produced Day/Night Noise Levels (DNL) that were acceptable. See table below:

DNL by source and total DNL at NAL

NAL	Partial DNL by Source		Total DNL all sources	Category
1	West Broad Street	57.0	63	Acceptable
	CSX	61.9		

Also, Fulton County Board of Health reviewed the rezoning petition and does not anticipate the proposed development to have an adverse impact to the health of humans or the environment.

STAFF RECOMENDATION

It is the opinion of staff that the rezoning request is in conformity with the Future Development Map, which designates the site as Town Center Mixed Use. The rezoning of the property from O&I (Office Institutional District) to RM-36 (Multi-family Residential District) will not adversely affect the surrounding properties because nearby and adjacent parcels contain residential uses. The proposal to develop a multi-family residential development proximity to downtown is consistent with the goals and objectives of the Comprehensive Plan and the Town Center Mixed Use appropriate uses. Therefore, based on these reasons staff recommends **APPROVAL CONDITIONAL** of the rezoning petition.

Should the Mayor and City Council decide to rezone the subject property from O&I (Office Institutional District) to RM-36 (Multi-family Residential District) to allow a 78-unit multi-family residential development, staff

recommends the following conditions. The applicant's agreement to these conditions would not change staff's recommendations. These conditions shall prevail unless otherwise stipulated by the Mayor and City Council:

A. To restrict the use of the subject property as follows:

1. Residential units at a density no greater than 12 units per acre or 78 units, whichever is less.

B. To the owner's agreement to abide by the following:

1. The property shall be developed in substantial conformity with the Zoning Site Plan stamped received November 25, 2019. Said site plan is conceptual only and must meet or exceed the requirements of the City's ordinances prior to the approval of a Land Disturbance Permit. Any major deviation from this site plan is subject to approval by the City Engineer or designee.

C. To the owner's agreement to the following site development considerations:

1. Amenity package to include a common area with a splash pad, gazebo, trash receptacles, benches, and a leasing facility with an activity room, fitness room and business center.
2. Exterior materials shall be a minimum of thirty percent (30%) brick or stone and thirty percent (30%) stone or other cementitious material. Vinyl siding and veneers shall be prohibited.
3. All roof mounted equipment shall be screened from the public right-of-way.
4. The number of three (3) bedroom units shall be limited to no more than fifteen percent (15%) of the total number of units.

ATTACHMENTS

Letter of Intent
Conceptual Site Plans
Elevations

19RZ 003

WENDOVER

HOUSING PARTNERS

1105 KENSINGTON PARK DRIVE, SUITE 200
Altamonte Springs, Florida 32714

TEL: (407) 333-3233 | Fax: (407) 333-3919

2/18/2019

Fairburn Letter of Intent for Rezoning Application:

Wendover Housing Partners are proposing to develop 78 units of Multi-family located at tax parcel ID: 09F090400511263. We are planning to rezone the property from Office Institutional or O-I to Residential Multi-family 36 or RM-36. The parcel is designated as Town Center Mixed Use in the Future Land Use Map and that allows for all types of residential housing.

Wendover Housing Partners are planning to submit an application for funding to the Georgia Department of Community Affairs for tax credits in late May of 2019. This proposed development will not have any section 8 units on the property. The proposed property will be a mixed income development. A majority of the units are based on qualified income levels, 60% and 50% of the Area Median Income. The 2019 Area Median Income for Fairburn Georgia is \$40,954. We are considering a percentage of market rate units. A majority of the property will be 2Br/2Ba.

Wendover Housing Partners builds, finances, and services affordable housing communities for family and seniors. As one of the Southeast's premier affordable and workforce housing companies, our expansive portfolio of affordable and mixed-income developments demonstrates our continuing ability to create housing opportunities in a variety of economically and socially diverse neighborhoods.

Wendover Housing Partners has been in the development business for over 30 years. We have experience in developing affordable, market rate, student housing. We have a wonderful management company and we are long term owners and managers of the properties that we develop.

Below are a list of some of our Family properties:

Charleston Cay, Port Charlotte Florida, 128 units

Flager Village, Stock Island Florida, 49 units

Granite Crossing, Lithonia, GA, 75 units

Hunter Chase, Thomasville Georgia, 112 units

Madison Meadows, Statesboro Georgia, 120 units

Madison Woods, Jacksonville Florida, 240 units

Westchester Woods, Pflugerville Texas, 250 units

Our proposed unit sizes are:

1Br/1Ba: 800 sf

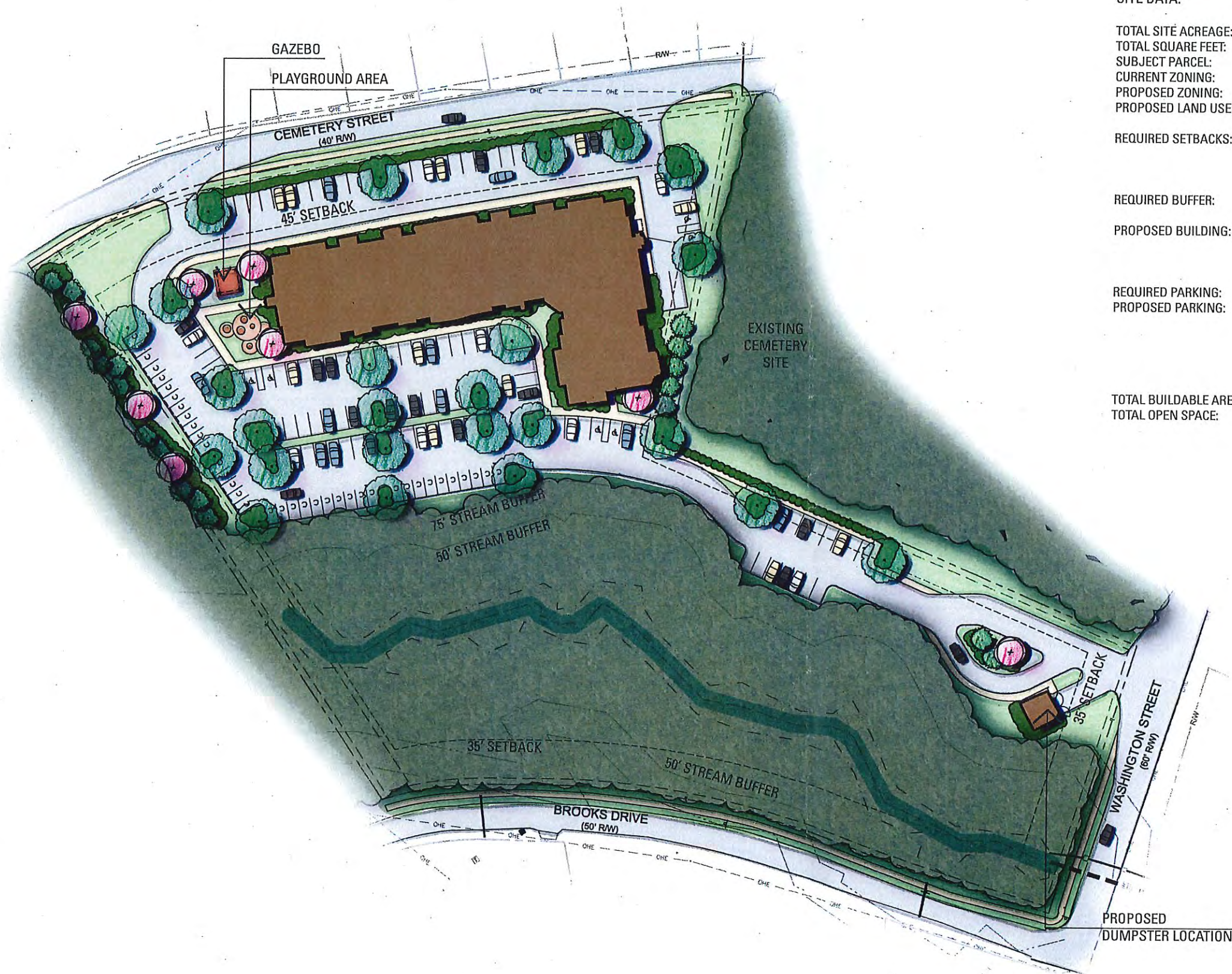
2Br/2Ba: 1060 sf

3Br/2Ba: 1257 sf

SINCERELY,

Bo Johnston

WENDOVER HOUSING PARTNERS



SITE DATA:

TOTAL SITE ACREAGE: ±6.499 ACRES
 TOTAL SQUARE FEET: ±280,934 SQUARE FEET
 SUBJECT PARCEL: 09F090400511263
 CURRENT ZONING: O&I - OFFICE AND INSTITUTIONAL
 PROPOSED ZONING: RM-36 MULTI-FAMILY RESIDENTIAL DISTRICT
 PROPOSED LAND USE: MULTI-FAMILY APARTMENT COMPLEX

REQUIRED SETBACKS:

FRONT: 45' SETBACK
 REAR: 35' SETBACK
 SIDE: 20' SETBACK
 25' LANDSCAPE BUFFER ABUTTING LOW DENSITY RESIDENTIAL

REQUIRED BUFFER:

PROPOSED BUILDING:

4 STORIES/78 UNITS
 -27 1BR/1BA
 -39 2BR/2BA
 -12 3BR/2BA

REQUIRED PARKING:

PROPOSED PARKING:

156 SPACES (2 SPACES/UNIT)
 156 SPACES
 -6 ADA SPACES REQUIRED/PROVIDED
 -38 COMPACT SPACES
 (ALLOWED 39 MAX/25% REQUIRED PARKING)
 -112 REGULAR SPACES PROVIDED

TOTAL BUILDABLE AREA:

TOTAL OPEN SPACE:

±122,732 SQUARE FEET (44% OF TOTAL SITE)
 ±156,767 SQUARE FEET (56% OF TOTAL SITE)



CITY OF FAIRBURN, FULTON COUNTY, GA

VICINITY MAP

NOT TO SCALE



NOTE: CONCEPT PLAN CREATED FROM SURVEY INFORMATION
 PROVIDED BY LECRAW ENGINEER, INC AND FULTON COUNTY GIS DATA.
 THESE ARE TO BE USED AS CONCEPTUAL PLANS FOR THE REZONING
 SUBMITTAL ONLY.

CONCEPT SITE PLAN

Cardno

planning
 civil engineering
 landscape architecture
 environmental management

0 20 40 80 200

Scale 1:40 @ Arch D



Wendover FAIRBURN-JUDY HIGHT SITE

DATE
 04.01.19

DRAWING NO
 1

ISSUE
 1

Re: REZONING ORDINANCE 19RZ-003
Property of Judy Hight
0 Brooks Drive
09F090400511263
6.449 acres; Land Lot 51
District 9F,
Fairburn, Fulton County, Georgia

**STATE OF GEORGIA
COUNTY OF FULTON**

AN ORDINANCE TO REZONE CERTAIN PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF FAIRBURN FROM O-I (OFFICE INSTITUTIONAL DISTRICT) TO RM-36 (MULTI-FAMILY RESIDENTIAL DISTRICT); TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FAIRBURN, GEORGIA, AND IT IS HEREBY ORDAINED BY AUTHORITY OF THE SAME:

Section 1. That the City of Fairburn Zoning Ordinance be amended, and the official maps established in connection therewith be changed so that the property located in the City of Fairburn as indicated on Exhibit "A" to this Ordinance be changed from O&I (Office Institutional District) to R-M-36 (Multi-Family Residential District) with the following conditions:

- A. To the owner's agreement to restrict the use of the subject property as follows:
 - 1. Residential units at a density no greater than 12 units per acre or 78 units, whichever is less.
- B. To the owner's agreement to abide by the following:
 - 1. The property shall be developed in substantial conformity with the Zoning Site Plan stamped received November 25, 2019. Said site plan is conceptual only and must meet or exceed the requirements of the City's ordinances prior to the approval of a Land Disturbance Permit. Any major deviation from this site plan is subject to approval by the City Engineer or designee.
- C. To the owner's agreement to the following site development considerations:
 - 1. Amenity package to include a common area with a splash pad, gazebo, trash receptacles, benches and a leasing facility with an activity room, fitness room and business center.

2. Exterior materials shall be a minimum of thirty percent (30%) brick or stone and thirty percent (30%) stone or other cementitious material. Vinyl siding and veneers shall be prohibited.

3. All roof mounted equipment shall be screened from the public right-of-way.

4. The number of three (3) bedroom units shall be limited to no more than fifteen percent (15%) of the total number of units.

Section 2. That the property shall be developed in compliance with the conditions of approval as stated in this Ordinance. Any conditions hereby approved do not authorize the violation of any district regulations; and

Section 3. That the official maps referred to, on file in the Office of the City Clerk, be changed to conform with the terms of this Ordinance; and

Section 4. In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council declares that it would have passed the remaining parts of this Ordinance or retained the previously existing Ordinance if it had known that such part of parts hereof would be declared or adjudicated invalid or unconstitutional.

Section 5. Pursuant to the requirements of the Zoning Procedures Act and the City Zoning Ordinance, a properly advertised public hearing was held not less than 15 nor more than 45 days from the date of publication of notice, and which public hearing was held on the 27th day of January, 2020; and

Section 6. This Ordinance shall become effective on the 27th day of January, 2020.

Section 7. All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed.

APPROVED this 20th day of January by the Mayor and Council of the City of Fairburn, Georgia.

Elizabeth Carr-Hurst, Mayor

ATTEST:

Arika Birdsong-Miller, City Clerk

APPROVED AS TO FORM:

William R. (Randy) Turner, City Attorney



RE-APPOINTMENT OF DOWNTOWN DEVELOPMENT AUTHORITY MEMBER MR. RUFUS WELLS

Per Article 2, Article IV- Departments, Boards, and Commissions of the Fairburn Code of Ordinances, the Mayor and Council shall establish boards, commissions, and authorities as it deems necessary or advisable, in accordance with law. The terms of the members are staggered four (4) year terms or until their successors are appointed. On January 27, 2020, Mr. Rufus Wells is re-appointed to the Downtown Development Authority for a four (4) year term that expires January 31, 2024.

Elizabeth Carr-Hurst, Mayor



RE-APPOINTMENT OF DOWNTOWN DEVELOPMENT AUTHORITY MEMBER MR. P DAVID ORR

Per Article 2, Article IV- Departments, Boards, and Commissions of the Fairburn Code of Ordinances, the Mayor and Council shall establish boards, commissions, and authorities as it deems necessary or advisable, in accordance with law. The terms of the members are staggered four (4) year terms or until their successors are appointed. On January 27, 2020, Mr. P David Orr is re-appointed to the Downtown Development Authority for a four (4) year term that expires January 31, 2024.

Elizabeth Carr-Hurst, Mayor



APPOINTMENT OF DOWNTOWN DEVELOPMENT AUTHORITY MEMBER MS. CAROLYN M. HODGES

Per Article 2, Article IV- Departments, Boards, and Commissions of the Fairburn Code of Ordinances, the Mayor and Council shall establish boards, commissions, and authorities as it deems necessary or advisable, in accordance with law. The terms of the members are staggered four (4) year terms or until their successors are appointed. On January 27, 2020, Ms. Carolyn M. Hodges is appointed to the Downtown Development Authority for a four (4) year term that expires January 31, 2024.

Elizabeth Carr-Hurst, Mayor

CAROLYN M. HODGES, ESQ
689 PINEHURST DRIVE
FAIRBURN, GA 30213
(770) 969-6488
Email: cmhesq@comcast.net

PROFILE

I am a member of the State Bar of Georgia and am an accomplished attorney with a background in research, case investigation, trial experience and litigation skills. I have developed expertise in analyzing and synthesizing information into an overall winning strategy, resulting in high client satisfaction. I am able to successfully apply legal principles to the facts of a case, resulting in resolutions favorable to the clients I serve developing strategy considering client's needs and recommendations. I have demonstrated ability in specialty fields, including plaintiff's personal injury, debtor bankruptcy, and criminal/DUI defense cases. Throughout my legal career I have strived to maintain the highest professional and ethical standards.

EDUCATION

Georgia State University	Atlanta, GA	B.S. Urban Life
Woodrow Wilson College of Law	Atlanta, GA	Juris Doctor

LEGAL EXPERIENCE

Carolyn M. Hodges, Attorney at Law
The Hodges Firm
Atlanta, Georgia

Solo Practitioner, 1987 to Present

My main practice areas are personal injury, including premises liability, motorcycle wrecks, and automobile wrecks investigating claims with a focus on fact gathering that result in quick settlements and am able to manage all aspects of cases from inception through completion.

ACCOMPLISHMENTS AND SKILLS:

As a small firm practitioner, I learned how to attract business, build a client base, learn law office management, gain knowledge in hiring practices as well as how to practice budget control and bookkeeping.

I learned court practice and procedure in state and federal courts, became skilled in legal research, drafting of legal pleadings, and bankruptcy petitions.

Additionally, I conducted criminal revocation, bond, and warrant applications hearings in addition to preliminary hearings for misdemeanors and felonies, trials as well as plea negotiations in felony, DUI and misdemeanor cases.

Moreover, I conducted bankruptcy hearings representing debtors.

Finally, I became proficient at analyzing, interpreting and summarizing all types of patient medical records including admission and discharge reports, radiology and laboratory charts. Importantly, I learned to prepare winning settlement brochures.



APPOINTMENT OF EAST POINT-FAIRBURN HOUSING AUTHORITY MEMBER MS. BRENDA COOPER

Per Article 2, Article IV- Departments, Boards, and Commissions of the Fairburn Code of Ordinances, the Mayor and Council shall establish boards, commissions, and authorities as it deems necessary or advisable, in accordance with law. The terms of the members are staggered four (4) year terms or until their successors are appointed. On January 27, 2020, Ms. Brenda Cooper is appointed to the East Point-Fairburn Housing Authority for a four (4) year term that expires January 31, 2024.

Elizabeth Carr-Hurst, Mayor

BRENDA T. COOPER

7185 Magnolia Lane, Fairburn, GA 30213 · 770-774-9965

BRENDACOOPER09@COMCAST.NET

PROFESSIONAL SUMMARY

Energetic and optimistic customer service representative with over 20 years of professional experience assisting customers in solving complex issues. Passionate about building strong customer relationships and increasing customer engagement.

EXPERIENCE

2014-2019

EMPLOYMENT CLERK, ABM INDUSTRIES

- Informs applicants of company employment policies.
- Refers qualified applicants to employing official.
- Types letters to references indicated on application, or telephones agencies, such as credit bureaus and finance companies.

2010-2014

COURT CLERK, FULTON COUNTY

- Provide assistance with the management of judge's office and court proceedings.
- Strong understanding of legal research with proven ability to handle multiple tasks simultaneously and rapidly resolve complex legal issues.
- Maintain judge's schedule, manage administrative staff and respond to inquiries from the public regarding court policies and procedures.

1979-2007

ASSISTANT MANAGER, SUNTRUST BANK

- Hire, train, and supervise customer service representatives and financial service managers.
- Enforce bank regulations and oversee bank security measures.
- Monitor branch financial activities, performing audits, reviewing reports, and managing cash levels.

EDUCATION

1974

BUSINESS, ATLANTA SCHOOL OF BUSINESS

1970

HIGH SCHOOL DIPLOMA, WASHINGTON HIGH SCHOOL

SKILLS

- Customer Service
- Communication
- Management Skills
- Problem-Solving
- Organization Skills
- Time Management



RE-APPOINTMENT OF PLANNING AND ZONING COMMISSION MEMBER MR. TONY SMITH

Per Article VII, Planning and Zoning Commission, Section 80-280 of the City of Fairburn Ordinance, the Planning and Zoning Commission shall be composed of seven members. The Mayor shall nominate members to Council who shall approve said nominees by majority vote. The terms of the members are staggered four (4) year terms or until their successors are appointed. On January 27, 2020, Mr. Tony Smith is re-appointed to the Planning and Zoning Commission for a four (4) year term that expires January 31, 2024.

Elizabeth Carr-Hurst, Mayor



RE-APPOINTMENT OF PLANNING AND ZONING COMMISSION MEMBER MR. JERRY WILLIAMS

Per Article VII, Planning and Zoning Commission, Section 80-280 of the City of Fairburn Ordinance, the Planning and Zoning Commission shall be composed of seven members. The Mayor shall nominate members to Council who shall approve said nominees by majority vote. The terms of the members are staggered four (4) year terms or until their successors are appointed. On January 27, 2020, Mr. Jerry Williams is re-appointed to the Planning and Zoning Commission for a four (4) year term that expires January 31, 2024.

Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF 2020 COUNCIL MEETING SCHEDULE

() AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION (X) OTHER

Submitted: 01/21/2020 Work Session: 01/27/2020 City Council: 01/27/2020

DEPARTMENT: City Clerk

BUDGET IMPACT: None

PUBLIC HEARING: () Yes (X) No

PURPOSE: For the Mayor and Council to review and approve the dates for the 2020 Council Meetings.


HISTORY: Per Section Article IV, Section 34 of the Fairburn City Charter, regular sessions of the Mayor and City Council shall be held on the 2nd and 4th Monday in each month at City Hall or such other places as may be designated by the said Mayor and Council.

FACTS AND ISSUES: In January of each year, Mayor and Council confirm the Council Meeting dates for the year.

RECOMMENDED ACTION: For Mayor and Council to review and approve the dates for the 2020 Council Meeting.



Mayor Elizabeth Carr Hurst



Dennis Stroud, City Administrator



City Council 2020 Meeting Schedule

The Mayor and Council meet the 2nd and 4th Monday of every month in the Council Chambers at **56 Malone Street SW, Fairburn, Georgia 30213**. The Workshops begin at 6:00 PM and the Council Meetings begin at 7:00 PM. Meeting dates and times are subject to change. Please visit the City of Fairburn's website for up to date information at www.fairburn.com.

Date of Meeting	Meeting Status
January 13, 2020	As scheduled
January 27, 2020	As scheduled
February 10, 2020	As scheduled
February 24, 2020	As scheduled
March 9, 2020	Cancelled- National League of Cities
March 23, 2020	State of the City Address
April 13, 2020	As scheduled
April 27, 2020	As scheduled
May 11, 2020	As scheduled
May 25, 2020	Cancelled- Memorial Day
June 8, 2020	As scheduled
June 22, 2020	Cancelled- GMA Conference
July 13, 2020	Cancelled- Council Holiday
July 27, 2020	As scheduled
August 10, 2020	As scheduled
August 24, 2020	As scheduled
September 14, 2020	As scheduled
September 28, 2020	As scheduled
October 12, 2020	As scheduled
October 26, 2020	As scheduled
November 9, 2020	As scheduled
November 23, 2020	Cancelled- Thanksgiving Holiday
December 14, 2020	As scheduled
December 28, 2020	Cancelled- Christmas Holiday



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: CITY OF FAIRBURN EMPLOYEE OF THE MONTH

☐ AGREEMENT ☐ POLICY / DISCUSSION ☐ CONTRACT
☐ ORDINANCE ☐ RESOLUTION ☒ OTHER

Submitted: 01/22/2020 Work Session: 01/27/2020 Council Meeting: 01/27/2020

DEPARTMENT: Human Resources

BUDGET IMPACT: \$700.00- Incentive Pay Budget Line Item: 100-1540-51-2905

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: Establish and implement a monetary award of \$100.00, on a monthly basis, as incentive for an individual employee who has made the greatest overall contribution to their respective office or to the City of Fairburn.

HISTORY: None

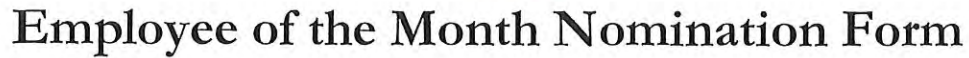
RECOMMENDED ACTION: Approval of the proposed Employee of the Month Incentive Award.



Mayor Elizabeth Carr-Hurst



Dennis Stroud, City Administrator





CITY OF FAIRBURN EMPLOYEE OF THE MONTH GUIDELINES

PROCEDURES:

I. Eligibility

- A. All full-time employees who have passed their probationary period. The department's Supervisors, and Department Heads are not eligible for selection and recognition as Employee of the Month.
- B. An employee is eligible for one monthly award in any calendar year.

II. Criteria

An individual employee who has made the greatest overall contribution to their respective office in any one or more of the following areas shall be eligible for the Employee of the Month Award:

- A. Any series of events which demonstrates personal initiative by the employee to better serve the department and the City of Fairburn.
- B. Provided suggestions or ideas which have increased the efficiency of service or created a cost saving for their respective office and/or the department.
- C. Any single contribution of an outstanding nature to his/her office, the City of Fairburn, or the department.
- D. Outstanding distinctive achievements in the areas of individual improvement through education and/or on-the-job training.
- E. The employee's performance evaluation must reflect a "met" or "exceeds". The employee will not be eligible if his or her performance evaluation reflects poor performance indicators in job history spanning back one (1) year. Employee must not have had disciplinary action by HR within the last 1 year.
- F. Provide innovative safety ideas to improve and promote safety.
- G. Employee must be in good standing with maintaining time and attendance policy.

III. Nominations

- A. The Department Head will submit one person (via Employee of the Month Nominee Submittal Forms) within their office that best fit the above criteria. The Department Head can consult with supervisors within their respective areas to identify eligible candidates.
- B. No more than one nominee for each office shall be allowed per month.
- C. Employee of the Month Nominee Submittal Forms must be received by the members of the HR staff for consideration for the award.
- D. Forms submitted without all of the required information will be returned to the Department Head indicating further action required to complete the form.
- E. The Employee of the Month will be selected from those nominated for that month. All nominees not selected will remain in the process for three (3) consecutive months. Nominees not selected after three (3) consecutive months will be removed from the selection process. These nominees will be eligible for another nomination following completion of a new Employee of the Month Nominee Submittal Form.

IV. Selection Committee

The Human Resources Department

V. Notification

- A. The employee selected as Employee of the Month will be notified by letter from the Human Resources Director or the Department Head of the department.
- B. The Human Resources Director will notify the employee's Department Head of the selection.

VI. Recognition and Awards

- A. The employee's picture will be placed in front of each office of the department for a month.
- B. The employee will receive a \$100 check.
- C. The Employee of the Month Nominee Submittal Form will be placed in the personnel file of the selected employee.



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

**SUBJECT: REVISION OF THE CITY OF FAIRBURN CODE OF ORDINANCES
CHAPTER 2- ADMINISTRATION, ARTICLE III, SECTION 2-57 PERSONNEL
POLICIES SECTION 2-53.8 (ANNUAL LEAVE) AND SECTION 2-53.9 (SICK LEAVE)**

<input type="checkbox"/> AGREEMENT	<input type="checkbox"/> POLICY / DISCUSSION	<input type="checkbox"/> CONTRACT
<input checked="" type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION	<input type="checkbox"/> OTHER

Submitted: 01/22/2020 Work Session: 01/27/2020 Council Meeting: 01/27/2020

DEPARTMENT: Human Resources

BUDGET IMPACT: None

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: This ordinance is being proposed as a comprehensive revision of Chapter 2-Administration, Article III, Section 2-57, City of Fairburn Code of Ordinances - Personnel Policies, Annual Leave (Section 2-53-8) and Sick Leave (Section 2-53.9).

HISTORY: The City of Fairburn's Personnel Handbook, Section 2-53-8 (annual leave) and Section 2-53.9 (sick leave), respectively, did not provide, as allowed by law, that City may require that sick leave be taken concurrently with FMLA leave and did not permit probationary employees to use accrued sick leave during the probationary period, which exposed the City to possible violations of the Federal Labor Standards Act (FLSA). Both of these changes are reflected in the proposed ordinance. In addition, the definition of family members for which an employee may request and use sick leave has been adjusted to conform with applicable state law.

RECOMMENDED ACTION: Approval of the proposed ordinance.



Mayor Elizabeth Carr-Hurst



Dennis Stroud, City Administrator

1 **ORDINANCE TO AMEND SECTION 2-53.8 AND SECTION 2-53.9 OF THE**
2 **PERSONNEL POLICIES OF THE CITY OF FAIRBURN, RELATING TO ANNUAL**
3 **LEAVE AND SICK LEAVE, RESPECTIVELY, SAID PERSONNEL POLICIES BEING**
4 **ADOPTED BY REFERENCE AT SECTION 2-57 OF THE CODE OF ORDINANCES OF**
5 **THE CITY OF FAIRBURN; TO PROVIDE FOR AN EFFECTIVE DATE AND FOR**
6 **OTHER PURPOSES**

7
8 **Whereas**, it is essential to the proper administration of City operations that the City enact and
9 maintain Personnel Policies; and

10 **Whereas**, said Personnel Policies have been enacted pursuant to Section 2-57 of the Code of
11 Ordinances of the City of Fairburn; and

12 **Whereas**, the Mayor and City Council desire to amend Section 2-53.8 and Section 2-53.9 of said
13 Personnel Policies, relating to annual leave and sick leave, respectively, as set forth below.

14 **Now, Therefore, be it Ordained by the Mayor and City Council of the City of Fairburn,**
15 **Georgia**, and it is hereby Ordained by the authority of same, as follows:

16 **Section 1.**

17 Section 2-53.8 of the City of Fairburn Personnel Policies, relating to annual leave, said Personnel
18 Policies being incorporated by reference at Section 2-57 of the City of Fairburn Code of
19 Ordinances, is hereby amended by striking said Section in its entirety and substituting a new
20 Section 2-53.8 to read and provide as follows:

21 **2-53.8 ANNUAL LEAVE**

22 The City provides full-time employees with a benefit of paid annual leave that may be used for
23 absences for vacation and other personal reasons. Part-time and temporary employees are not
24 eligible for annual leave.

25 Eligible employees begin to accrue annual leave on their first day of employment, but new
26 hires must wait 180 days before requesting time off and using any annual leave. Eligible
27 employees accrue the following amounts of annual leave each pay period based on their
28 employment classification with the City:

- 29 • Full-time non-public safety employees who work 2,080 hours a year or more earn
30 annual leave at a rate of 3.69 hours per pay period.

- Full-time Fire Department employees, who work 24-hour shiftwork amounting to 2756 hours a year, earn annual leave at of rate of 4.98 hours per pay period.
- Full-time Police Department employees who work 12-hours shiftwork amounting to, 2, 184 hours a year, earn annual leave at of rate of 3.88 hours per pay period.
- Regular personnel who work 1,560 hours a year earn annual leave at a rate of 2.76 per pay period.

Employees do not accrue annual leave during any unpaid leave status. Employees may accrue up to a maximum of 240 hours of annual leave.

Requests for foreseeable annual leave must be submitted to your supervisor as far in advance as possible, and in no event less than 48 hours in advance of taking the leave. If the need to take annual leave is unexpected or otherwise not foreseeable, you must provide as much notice as possible. (Please also refer to the City's policy on Attendance and Punctuality, which is contained in this Personnel Policy.) No annual leave may be taken without approval. Annual leave may be required to be taken concurrently with leave taken pursuant to the Family and Medical Leave Act.

When possible, annual leave days will be allowed in accordance with employee requests, but operating requirements of the City must always be taken into account. Sometimes, it may be necessary to deny annual leave requests, or approve annual leave on different dates than requested, in order to meet business needs. Generally speaking, length of employment determines priority when scheduling annual leave times among employees, although operational and staffing needs may affect scheduling as well.

Employees who voluntarily resign or who are involuntarily terminated will receive pay for any unused, accrued annual leave.

Section 2.

Section 2-53.9 of the City of Fairburn Personnel Policies, relating to sick leave, said Personnel Policies being incorporated by reference at Section 2-57 of the City of Fairburn Code of Ordinances, is hereby amended by striking said Section in its entirety and substituting a new Section 2-53.9 to read and provide as follows:

2-53.9 SICK LEAVE

The City provides full-time employees a benefit of paid sick leave that may be used for absences due to bona fide illness, injury, medical appointments or examinations, the birth or need to care for the employee's newborn, adopted or foster child, and any qualifying exigency arising out of a member of the immediate family who is a covered military member on covered active duty or to care for a covered service member who is a member of the employee's immediate family. Sick leave also may be taken for the healthcare of an employee's immediate family member.

1 Immediate family member means the employee's spouse, child, parent, grandparent, grandchild
2 and any dependent who is recognized by federal tax laws to be the employee's dependent. Part-
3 time and temporary employees are not eligible for sick leave.

4
5 Eligible employees begin to accrue sick leave on their first day of employment. Eligible
6 employees accrue the following amounts of sick leave each pay period based on their
7 employment classification with the City:

- 8 • Full-time non-public safety employees accrue sick leave at the rate of 3.69 hours
9 per pay period.
- 10 • Full-time Fire Department employees who work 24-hour shifts earn sick leave at
11 of rate of 4.98 hours per pay period.
- 12 • Full-time Police Department employees who work 12-hours shifts earn sick leave
13 at of rate of 3.88 hours per pay period.
- 14 • Non-public safety employees who normally work 30 hours per week accrue sick
15 leave at the rate of 2.76 per pay period.

16 Employees do not accrue sick leave during any unpaid leave status. Employees may accrue up to
17 a maximum of 960 hours (24 weeks) of sick leave.

18 Requests for foreseeable sick leave must be submitted to your supervisor as far in advance as
19 possible. If the need to take sick leave is unexpected or otherwise not foreseeable, you must
20 provide as much notice as possible. (Please also refer to the City's policy on Attendance and
21 Punctuality, which is contained in this Personnel Policy.) No sick leave may be taken without
22 approval. Medical documentation may be required of employees upon request in order to verify the
23 need for sick leave. Sick leave may be required to be taken concurrently with leave taken pursuant
24 to the Family and Medical Leave Act.

25
26 When possible, sick leave days will be allowed in accordance with employee requests, but
27 operating requirements of the City must always be taken into account. Sometimes, it may be
28 necessary to deny sick leave requests, or approve sick leave on different dates than requested, in
29 order to meet business needs. Generally speaking, length of employment determines priority when
30 scheduling sick leave times among employees, although operational and staffing needs may affect
31 scheduling as well. Supervisors may require from an employee a statement from the employee's
32 health care provider excusing the employee from work and/or providing return to work status.

33
34 Fulltime employees who have been employed with the City for one (1) year or more may donate
35 their annual leave to other employees who are in need of additional sick leave for qualifying
36 medical absence. Donations of annual leave will be done in writing to the Human Resources
37 Department, and calculated on a dollar basis.

38 For example, if an employee who earns \$30.00 per hours donates one hour of annual leave to an
39 employee who earns \$10.00 per hours, the recipient will have three hours of paid time off to use
40 for their qualifying medical absence.

1 Employees with less than one year of employment with the City may not receive nor donate
2 annual leave to another employee.

3 In addition, unless otherwise required by applicable law, employees are not paid for any unused,
4 accrued sick leave upon termination of employment.
5

6 **This 27th day of January, 2020.**

7 **City of Fairburn, Georgia**
8
9

10
11 Elizabeth Carr-Hurst, Mayor
12

13 **ATTEST:**
14
15

16
17 Arika Birdsong-Miller, City Clerk
18

19 **Approved as to Form:**
20
21

22
23 William R. Turner, City Attorney
24



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: TEXT AMENDMENT 20TA-001- SHORT TERM RENTAL ORDINANCE

() AGREEMENT () POLICY / DISCUSSION () CONTRACT
(X) ORDINANCE () RESOLUTION () OTHER

Submitted: 01/22/2020

Work Session: 01/27/2020

Council Meeting: 01/27/2020

DEPARTMENT: Community Development/Planning and Zoning

BUDGET IMPACT: None

PUBLIC HEARING: () Yes (X) No

PURPOSE: For the Mayor and Council to review the proposed Short Term Rental (STR) Ordinance.

DISCUSSION: With the explosive growth of short-term rentals in the past few years, the need to establish regulations to govern their use is essential. Rental website such as AirBnb, VRBO, Flipkey and 125+ other vacation rental websites have turned vacation rentals into a booming economy. The global short-term rental market has grown 1,530% since 2011 and continues to grow at a rapid pace. As of November 2019, there are approximately 96 listings, representing 66 unique short-term rental units within the boundaries of Fairburn. Counting only unique rental units, Fairburn has seen 89% growth since last year. (Last year, there were 35 short-term rentals in Fairburn.)

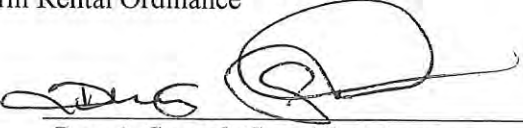
The proposed Short Term Rental ordinance will regulate the location, establish a permit and renewal process, standard operational requirements, and violation, penalties and enforcement procedures for short-term rental properties. The primary intent of the STR ordinance is to:

1. Reduce noise, parking, traffic, and trash problems;
2. Eliminate party houses (homes that are continuously rented to larger groups of people with the intent to party);
3. Reduce STR's impact on neighborhood character;
4. Ensure building safety;
5. Improve city's responsiveness to neighborhood complaints;
6. Improve permit and tax compliance;
7. Reduce tension between short-term rental property owners and their neighbors; and
8. Send a clear message to citizens that the City takes short-term rentals seriously

RECOMMENDED ACTION: For the Mayor and City Council to **APPROVE** the Short Term Rental Ordinance.

Attachment: Article XIII. Section 14-361 to 14-368 Short Term Rental Ordinance


Mayor Elizabeth Carr Hurst


Dennis Stroud, City Administrator

ARTICLE XIII. SHORT TERM RENTAL

Sec. 14-361. Purpose.

- a. The purpose of this article is to establish standards for short-term rentals of privately-owned residential structures used as vacation homes, to minimize the adverse effects on surrounding properties, and to preserve neighborhood character where vacation home uses occur.
- b. This article is not intended to regulate hotels, motels, inns, or non-vacation type rental arrangements including, but not limited to, boarding houses or rooming houses.

Sec. 14-362. Applicability.

- a. Short-term rentals shall be allowed only on single-family, residentially-zoned properties.
- b. The allowance of short-term rentals pursuant to this article shall not prevent enforcement of additional restrictions that may be contained in subdivision covenants.

Sec. 14-363. 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.

Local Contact Person: A person, firm or agency representing an owner or owners of a short term rental who is at least twenty-five (25) years of age.

Owner: A person that holds legal and/or equitable title to private property.

Private: Intended for or restricted to the occupants and/or guests of his or her short-term rental; not for public use.

Property: A residential legal lot of record on which a short-term rental is located.

Rental Term: The period of time a responsible person rents or leases a short term rental.

Responsible Person: an occupant of a short-term rental who is at least twenty-five (25) years of age and who is legally responsible for ensuring that all occupants and/or guests of the short-term rental comply with all applicable laws, rules and regulations pertaining to the use and occupancy of the subject short-term rental.

Short-term Rental: a residential structure rented out for overnight accommodation for a period of one (1) to twenty-four (24) consecutive nights.

Sec. 14-364. Property owners, local contact person, and responsible person.

a. Property Owners:

1. The owner shall use reasonably prudent business practices to ensure the short-term rental is used in a manner that complies with all applicable laws, rules, and regulations pertaining to the use and occupancy of the subject short-term rental. It is not intended that the owner act as a peace officer or place himself or herself in harm's way to ensure compliance.

b. Local Contact Person:

1. Each owner of a short-term rental shall designate a local contact person who has access and authority to assume management of the short-term rental. The local contact person shall be responsible for taking remedial measures while the short-term rental is being rented to an occupant and/or guest. An owner of a short-term rental may designate himself or herself as the local contact person;
2. The local contact person shall be at least 25 years of age;
3. There shall be only one (1) designated local contact person for a short-term rental at any given time;
4. The local contact person shall be required to respond to the location of the short-term rental 24 hours a day, 7 days a week, and within two (2) hours after being notified by the City of Fairburn of any violation of this article, or any other provision of this Code, or any disturbance or complaint regarding the condition or conduct of occupants of the short-term rental. It is not intended that the local contact person act as a peace officer or place himself or herself in harm's way;
5. The owner must immediately notify the Fairburn Records Clerk in writing upon a change of local contact person or change of the local contact person's telephone number. Failure to do so within fourteen (14) days after such change shall, unless such time limit is extended for good cause, be reason for revocation of a permit granted pursuant to this article;
6. The local contact person is authorized by the owner to receive and accept service of any notice of violation or citation related to the use or occupancy of the short-term rental;
7. The local contact person is responsible for monitoring the short-term rental for compliance with this article.

c. Responsible Person:

1. Every short-term rental shall be rented to a designated responsible person of at least 25 years of age. The owner of the short-term rental is responsible for compliance with the provisions of this article, and the failure to designate a responsible person prior to the occupancy of a short-term rental shall be deemed

noncompliance by the owner.

2. The designated responsible person is legally responsible for ensuring that all occupants and/or guests of the short-term rental comply with all applicable laws, rules and regulations pertaining to the use and occupancy of the subject short-term rental.

Sec. 14-365. Business license and tax, permit and transferability.

A. Required Business Licenses and Permits:

1. No owner or local contact person of a short-term rental shall rent, lease, or otherwise exchange for compensation all or any portion of such home without first obtaining a short-term rental permit from the City;
2. Short-term rentals shall be allowed only on single-family, residentially-zoned properties;
3. The owner shall pay the required occupation tax and shall comply with all applicable provisions of Chapter 14 of this Code for business regulation and taxation;
4. The owner shall pay all required excise tax per section 53-101 of this Code.
5. The owner shall comply with all other applicable provisions of Chapter 53, Article III. Lodging Excise Taxes of this Code.
6. A separate short-term rental permit shall be required for each residential structure used for short-term rental;
7. A short-term rental property located within a subdivision where a functioning homeowners association exists must provide a sworn statement from the applicant that short-term rentals are not prohibited under the covenants of the HOA/subdivision.
8. The owner of a short-term rental, or their designated representative, shall submit an application for a short-term rental permit to the City. The application shall be furnished on a form specified by the City, accompanied by a non-refundable permit fee. The short-term rental application shall include:
 - a. The complete street address of the short-term rental;
 - b. Ownership information, including the name, address, e-mail address, and telephone number of each person or entity with an ownership interest in the property;
 - c. The name, address, telephone number, and email address of the local contact person for the short-term rental;
 - d. The number of bedrooms and approximate square footage in the short-term rental, and the maximum number of overnight and daytime occupants, as allowed by this Ordinance;
 - e. A diagram showing the layout of the property and any on-site parking available;

- f. A Code compliance verification form certifying that all designated bedrooms, including egress from all designated bedrooms, meet applicable safety code requirements;
 - g. Proof of insurance indicating the premises is used at a short-term rental;
 - h. Sworn acknowledgment that the owner and local contact person have read all regulations pertaining to the operation of a short-term rental and agrees to perform the duties specified in this article;
 - i. Sworn acknowledgement that the owner or local contact person has or will post, at the short-term rental, the information notice required in Section 14-366;
 - j. Sworn acknowledgement that the closest ten (10) surrounding of-record property owners that are located on both sides, directly to the rear, and directly across the public right-of-way of the proposed short-term rental property have been notified of the use prior to the issuance of the short-term rental permit. Notification shall be issued by the short-term rental owner or local contact agent and proof of notification shall be provided to the City. The Notification to these property owners shall include street address of the proposed short-term rental, location of any onsite parking for the short-term rental guests or occupants, maximum occupancy requirements, copy of the short-term rental exemplar rental agreement, name of property owner(s), and name of local contact agent; and,
 - k. In cases where the short-term rental has an on-site septic system, an approved commercial permit from the Environmental Health Division of the Fulton County Board of Health is required.
9. Any false statements or information provided in the application are grounds for denial or revocation of a permit, including the denial of future applications.
10. A short-term rental permit application shall be denied until January 1 of the following year if the applicant has had a short-term rental permit revoked for that property at any time during the year;

B. Permit fee/renewal.

- a. The short-term rental permit shall be accompanied by an initial permit application fee and be subject to an annual renewal fee every year thereafter.
- b. All permits granted under this article shall expire on December 31 of each year. Applicants shall file a renewal application accompanied by the requisite renewal fee with the City on or before January 1 of each year.
- c. All renewal permits not applied for on or before April 1 of each year will be subject to a late fee.

C. All short-term rental permits issued pursuant to this article are subject to the following codes and ordinances:

- 1. Maximum occupancy limits prescribed by the City Fire Marshal, pursuant to the International Fire Code;

2. Noise Ordinance, set forth in Chapter 65 of the Code of Ordinances;
3. Residential Waste Ordinance, set forth in Chapter 47 of the Code of Ordinances;
4. Sign ordinance, set forth in Chapter 80 of the Code of Ordinances; and
5. Residential Parking Regulations set forth in Chapter 80 of the Code of Ordinances.

D. Transferability:

1. No short-term rental permit issued under this article shall be transferred or assigned or used by any person other than the owner or local contact person to whom it is issued, or at any location other than the one for which it is issued.
2. The short-term rental permit is not transferrable and should ownership of a short-term rental change, a new permit application shall be required.

Sec. 14-366. Standard operational requirements and conditions.

A. Posted Information Notice:

1. Each short-term rental shall have a clearly visible and legible notice conspicuously posted inside the short-term rental on or adjacent to the front door, containing the following information:
 - a. The name of the owner and local contact person of the short-term rental, and a telephone number at which that party may be reached on a 24-hour, 7 days a week, basis;
 - b. The name and address of the nearest hospital;
 - c. The maximum number of overnight occupants and/or daytime guests permitted to be at the short-term rental;
 - d. The maximum number of vehicles allowed to be parked on the property, including a sketch of the location(s) of the on-site parking spaces;
 - e. The trash pickup day, a notification that trash and refuse shall not be left or stored on the exterior of the property unless it is placed in a curbside container, and a notification that the curbside container shall not be placed sooner than dusk on the day prior to the pickup day, and must be removed within a reasonable time following collection; and
 - f. The times that quiet hours are to be observed per the Noise Ordinance regulations set forth in Chapter 65 of this Code.

B. Life Safety and Sanitation

1. Short-term rentals require a site inspection by a City-approved inspector to ensure compliance of all designated bedrooms, including egress from all designated bedrooms, with all applicable safety codes. The site inspection required by this section shall be required once every three (3) years.
2. Each bedroom used for the short-term rental shall have at least two (2) means of

egress. Each bedroom shall have at least one operable 5.7 square feet window opening or door for emergency escape or rescue that opens directly to the exterior of the residence. The emergency door or window shall be operable from the inside. These provisions are in compliance with Section R310 - 2012 of the International Residential Code.

3. Every bedroom, adjoining hallway, and common area shall be equipped with a dual powered and interconnected operational smoke detector that meets International Residential Code standards and shall be maintained in good working order at all times. These provisions are in compliance with Section R314 - 2012 of the International Residential Code.
4. A short-term rental equipped with natural gas shall install a carbon monoxide detector outside of each sleep area. Each carbon monoxide detector must meet applicable state law standards and shall be maintained in good working order at all times. These provisions are in compliance with Section R315 - 2012 of the International Residential Code.
5. Each floor of the short-term rental shall be equipped with a fire extinguisher as recommended by the fire marshal that is fully charged and not past its expiration date.
6. The owner and/or local contact person shall maintain a house number that is a minimum of 4' in height and a stroke width minimum of 1/2", plainly visible from the street at all times. These provisions are in compliance with Section R319 of the International Residential Code.
7. The short-term rental must meet all applicable International Residential Code regulations, International Building Code regulations and International Fire Code regulations.

Sec 14-367. Suspension or Revocation of Permit for Fraudulent Information

A short-term rental permit shall be immediately suspended or revoked by the City of Fairburn upon learning that an applicant furnished fraudulent or untruthful information in the application for a permit.

Sec. 14-368. Violation, Penalties and Enforcement

Citations shall be imposed, and short-term rental permits shall be revoked, in the manner provided in this subsection.

- A. Violation. The following conduct shall constitute a violation for which the penalties specified in paragraph C of this section may be imposed and/or the business license and permit suspended or revoked:
 1. The owner or local contact person has violated any of the provisions of this article;
or
 2. The owner or local contact person has violated any zoning, building, health or life

safety provision; or

3. The owner or local contact person has failed to comply with all applicable provisions of article II, chapter 14 regarding taxation and business license; or
4. Any violation of the provisions of this article by occupants and/or guests of the short-term rental shall be enforced pursuant to this article, and any other provisions of the Code or State Law notwithstanding that this section may also make the owner or local contact person of the short-term rental responsible for the conduct constituting the violation.

B. Complaints and Enforcement.

1. The complaining party shall first attempt to communicate with the owner or local contact person designated and describe the situation that is out of compliance with this article.
2. Any complaints received by the City regarding a short-term rental shall result in a written notice of the complaint being directed to the local contact person designated in the short-term rental permit. The local contact person shall be responsible for contacting the responsible person to correct the problem within two (2) hours. This local contact person is required to visit the property to confirm compliance with this article, unless compliance can reasonably be confirmed without visiting the property. It is not intended that the local contact person act as a peace officer or place himself or herself in harm's way.
3. If the complaint is not resolved with the owner or local contact person, then the complaining party may next provide a written complaint to the City's Code enforcement, which shall include a description of the complaint, the attempts to resolve the complaint, and the complaining party's contact information. Code enforcement shall conduct an investigation whenever there is reason to believe there is a violation of the provisions of this article. The investigation may include an inspection of the premises, review of law enforcement/security reports, online searches, citations, or neighbor documentation consisting of photos, sound recordings and video, all of which may constitute evidence of a violation. Should the investigation support a finding that a violation occurred, code enforcement and/or Fairburn Police Department shall issue a citation to the owner, local contact person and/or occupant/guest to appear before the City's Municipal Court for such violation and shall be subject to the penalties for such violation as prescribed below in section C.
4. The City's Code Enforcement and Fairburn Police Department or his or her designee shall have authority to enforce this article.

C. Penalties. The penalties for violations specified in this section shall be as follows:

1. For the first citation issued within any 12-month period, the penalty shall be a written notice of violation and a fine not to exceed \$250.00, which may be enforced by the contempt power of the court;

2. For the second citation issued within any 12-month period, the penalty shall be a written notice of violation and a fine not to exceed \$500.00, which may be enforced by the contempt power of the court;
3. For the third citation issued within any 12-month period, the penalty shall be a fine not to exceed \$1,000.00, which may be enforced by the contempt power of the court, the short-term rental business license and permit shall be revoked for a period of 24 months, and the owner or local contact person shall not be eligible to reapply for a short-term rental business license on the property in violation for a period of 24 months from the date of revocation.
4. A short-term rental that is determined to be operating without the necessary business license required under this section shall subject the owner to a penalty of \$500.00, which may be enforced by the contempt power of the court. Each day the short-term rental is marketed or rented for overnight accommodation shall constitute a separate violation.
5. Failure of the owner or local contact person to respond to calls or complaints regarding the condition, operation, or conduct of occupants and/or guests of the short-term rental in a timely and appropriate manner shall be grounds for imposition of penalties as set forth in this article. It is not intended that an owner or local contact person act as a peace officer or place himself or herself in an at-risk situation.
6. In addition to the penalties described above, any person violating the provisions of this article by operating a short-term rental without a valid business license may be prosecuted according to the general penalties described in Chapter 14 of this Code.

AN ORDINANCE TO AMEND CHAPTER 14 - BUSINESS REGULATION AND TAXATION BY ADDING ARTICLE XIII. SHORT-TERM RENTAL, SECTION 14-361 THROUGH SECTION 14-368; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FAIRBURN, GEORGIA, AND IT IS HEREBY ORDAINED BY AUTHORITY OF THE SAME THAT:

Whereas, the Mayor and City Council of City of Fairburn has been vested with substantial powers and rights to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, peace and the general welfare of the City of Fairburn; and

Whereas, the use of short-term rentals within the City of Fairburn has grown substantially and the need the establish regulations for short term rentals is in the interests of the health, safety and general welfare of the citizens of the City of Fairburn; and

Whereas, the Mayor and City Council desire to exercise its authority to adopt an ordinance regulating short-term rentals; and

Whereas, the Mayor and City Council find that the amendment of Chapter 14 – Business Regulation and Taxation by adopting Article XIII – Short-Term Rental, Section 14-361 through Section 14-368 attached hereto as Exhibit "A" is in the best interests of the health, safety and welfare of the residents, property owners, businesses and citizens of the City of Fairburn; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Fairburn, Georgia, and it is hereby ordained by the authority of same that Chapter 14-Business Regulation and Taxation be amended in the Fairburn Code of Ordinances as depicted on Exhibit "A" attached hereto:

Section 1. Adoption of an amendment to Chapter 14 – Business Regulation and Taxation, Article XIII – Short-Term Rental Section 14-361 through Section 14-368.

Section 2. In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council declares that it would have passed the remaining parts of this Ordinance or retained the previously existing Ordinance if it had known that such part of parts hereof would be declared or adjudicated invalid or unconstitutional.

Section. 3. This Ordinance shall become effective on the 27th day of January, 2020.

Section 4. All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed to the extent of the conflict.

APPROVED this 27th day of January, 2020, by the Mayor and Council of the City of Fairburn, Georgia.

Elizabeth Carr-Hurst, Mayor

ATTEST:

Arika Birdsong-Miller, City Clerk

APPROVED AS TO FORM:

William R. (Randy) Turner, City Attorney



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: AMENDMENT TO THE FEE SCHEDULE

() AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE (X) RESOLUTION () OTHER

Submitted: 01/22/2020

Work Session: 01/27/2020

Council Meeting: 01/27/2020

DEPARTMENT: Community Development/Planning and Zoning

BUDGET IMPACT: None

PUBLIC HEARING: () Yes (X) No

PURPOSE: For the Mayor and Council to amend, by resolution, the City's Fee Schedule.

DISCUSSION: The City maintains a schedule of fees for permits, licenses, and municipal charges. According to Section 1-14.-Fee schedule, fees established by resolution, when the amount of fees change or new fee are imposed, the City Council shall establish by resolution the fee schedule.

Staff is requesting the following amendment to the Fee Schedule:

The Short Term Rental Ordinance will require applicants to apply for an annual Short Term Rental Permit in the amount of \$125 per property.

RECOMMENDED ACTION: For the Mayor and City Council to approve an amendment to the Fee Schedule to include the Short Term Rental Permit Fee of \$125.



Mayor Elizabeth Carr Hurst



Dennis Stroud, City Administrator

1 STATE OF GEORGIA

2
3 COUNTY OF FULTON

4
5 **A RESOLUTION TO AMEND THE CITY OF FAIRBURN'S SCHEDULE OF FEES**
6 **IN ORDER TO ADD A NEW FEE FOR A SHORT-TERM RENTAL PERMIT**
7 **ISSUED PER PROPERTY BY THE CITY OF FAIRBURN; TO PROVIDE AN**
8 **EFFECTIVE DATE AND FOR OTHER PURPOSES**
9

10 **WHEREAS**, the Mayor and City Council have adopted certain rules, requirements and regulations
11 in the City of Fairburn, Georgia, in order to promote the health, safety, and welfare of the citizens
12 of the City of Fairburn; and
13

14 **WHEREAS**, it is incumbent that the City impose certain fees to cover expenses associated with
15 the review, inspection, advertisement and other costs incurred by the City; and
16

17 **WHEREAS**, Section 1-14 of the City of Fairburn Code of Ordinances, provides that the City
18 maintains a Schedule of Fees for permits, licenses and other municipal charges. The amount of
19 fees or charges imposed by the City, including, but not limited to, those encompassed in the City's
20 fee schedule, shall be established by resolution of the City Council from time to time, as the
21 Council deems necessary; and
22

23 **WHEREAS**, the Mayor and City Council approved the Short-Term Rental ordinance, which
24 requires an annual Short-Term Rental Permit for the operation of short-term rentals within the City
25 of Fairburn; and
26

27 **WHEREAS**, the Mayor and City Council find it necessary to establish an annual \$125.00 permit
28 fee, per property, for short-term rentals; and
29

30 **NOW THEREFORE, IT IS HEREBY RESOLVED**, pursuant to Section 1-14 of the City of
31 Fairburn Code of Ordinances, that the Mayor and City Council deem it necessary to add a new
32 annual permit fee, in the amount of one hundred twenty-five dollars, per property, to the City's
33 Schedule of Fees.
34

35 **BE IT FURTHER RESOLVED**, that all other documents, fees that are in conflict with anything
36 contained herein are hereby repealed.
37

38 This resolution shall be effective upon adoption.
39

40 This _____ day of _____, 2020.
41

42 CITY OF FAIRBURN, GEORGIA
43

44
45 _____
46 Elizabeth Carr-Hurst, Mayor

1
2
3
4
5
6
7
8
9

APPROVED AS TO FORM:

William R. Turner, City Attorney

ATTEST:

Arika Birdsong- Miller, City Clerk



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: SERVICE AGREEMENT WITH HOST COMPLIANCE FOR SHORT TERM RENTALS

(X) AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION () OTHER

Submitted: 01/22/2020 Work Session: 01/27/2020 Council Meeting: 01/27/2020

DEPARTMENT: Community Development/Planning and Zoning

BUDGET IMPACT: \$8,082.00-Planning and Zoning Profession Service Line Item: 100-7400-52-1200

PUBLIC HEARING: () Yes (X) No

PURPOSE: For the Mayor and Council to approve the service agreement with Host Compliance.

DISCUSSION: In an effort to ensure short-term rentals are registered, monitored and in compliance with the short-term rental ordinance, staff recommends obtaining assistance from Host Compliance. Host Compliance is a cost-effective solution to Fairburn's short-term rental related challenges by providing the following:

Address Identification: Automated monitoring of 50+ STR websites and online dashboard with complete address information and screenshots of all identifiable STRs in Fairburn's jurisdiction

Compliance Monitoring: Ongoing monitoring of STRs for zoning and permit compliance coupled with systematic outreach to illegal short-term rental operators (using Fairburn's form letters)

Rental Activity Monitoring and Tax Calculation Support: Ongoing monitoring of Fairburn's STR listings for signs of rental activity. Enables data-informed tax compliance monitoring and other enforcement practices that require knowledge of STR activity level

Dedicated Hotline: 24/7 staffed telephone hotline and online platform for neighbors to report non-emergency STR problems, submit evidence and initiate automatic follow-up activities

Benefits to using Host Compliance's services:

1. Ensures fair, continuous and consistent compliance monitoring and enforcement
2. Frees up valuable staff time that can be focused on higher value-added activities
3. Minimizes noise, parking and trash violations
4. Minimizes the impact on local law and code enforcement agencies as complaints are first handled by our 24/7 hotline and routed to the appropriate property owner before further enforcement actions are triggered
5. Maximizes Fairburn's tax and permit fee collections
6. Revenue positive - in most cases, the additional registration fees alone pays for Host Compliance's services
7. Requires no up-front investment or complicated IT integration; we can be up and running in 4 weeks
8. Six-month unconditional money back guarantee

Services are priced based on the number of short-term rentals that requires monitoring as follows:

Address Identification	\$45/year
Compliance Monitoring	\$15/year
Rental Activity Monitoring	\$30/year
24/7 Dedicated Hotline	\$12/year

The cost associated with the services provided by Host Compliance will be recovered in the short-term rental permit fee (\$125) which is collected annually.

RECOMMENDED ACTION: For the Mayor and Council to **APPROVAL** the service agreement with Host Compliance.

Attachment: Host Compliance Service Agreement

Mayor Elizabeth Carr Hurst

Dennis Stroud, City Administrator



Host Compliance Services Agreement

THIS SERVICES AGREEMENT (the "**Agreement**") is entered into as of the November 25, 2019 (the "**Effective Date**"), between Host Compliance LLC, ("**Host Compliance**") and City of Fairburn GA, with an address at 56 Malone Street Fairburn, GA 30213 (the "**Customer**"). This Agreement sets forth the terms and conditions under which Host Compliance agrees to license to Customer certain hosted software and provide all other services necessary for Customer's productive use of such software (the "**Services**") as further described in the attached Schedule 1.

1.0 Services.

- 1.1 Subscriptions.** Subject to and conditioned on Customer's payments pursuant to Section 4.0 of this Agreement, Host Compliance hereby grants Customer a non-exclusive, non-transferable right to access and use the Services during the term of this Agreement, in accordance with the terms and conditions of this Agreement. Unless otherwise provided in the attached Schedule 1, (a) Services are purchased as subscriptions, (b) additional service subscriptions may be added during a subscription term, with the pricing for such additional services, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscription.
- 1.2 Provision of Services.** Customer and Customer's end-users ("End Users") may access and use the Services and any other Services that may be ordered by the Customer from time to time pursuant to a valid subscription in accordance with the terms of this Agreement.
- 1.3 Facilities and Data Processing.** Host Compliance will use, at a minimum, industry standard technical and organizational security measures to store data provided by Customer, or obtained by Customer through the use of the Services ("Customer Data"). These measures are designed to protect the integrity of Customer Data and guard against unauthorized or unlawful access.
- 1.4 Modifications to the Services.** Host Compliance may update the Services from time to time. If Host Compliance updates the Services in a manner that materially improves functionality, Host Compliance will inform the Customer.

2.0 Customer Obligations.

- 2.1 Customer Administration of the Services.** Host Compliance' responsibilities do not extend to internal management or administration of the Services. Customer is responsible for: (i) maintaining the confidentiality of Customer passwords and accounts; (ii) managing Customer access to Host Compliance system administrator accounts; and (iii) ensuring that such administrators' use of the Services complies with this Agreement.
- 2.2 Compliance.** Customer is responsible for use of the Services, including use of the Services by End Users and will comply with laws, regulations, and such provisions of this Agreement that are applicable to Customer's use of the Services.



2.3 Unauthorized Use & Access. Customer will prevent unauthorized use of the Services and terminate any unauthorized use of or access to the Services. Customer will promptly notify Host Compliance of any unauthorized use of or access to the Services.

2.4 Restricted Uses. Customer will not and will ensure that its End Users do not: (i) sell, resell, or lease the Services; (ii) reverse engineer or attempt to reverse engineer the Services, nor assist anyone else to do so; or (iii) use the Services in any way that infringes, misappropriates or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

2.5 Third Party Requests.

2.5.1 "Third Party Request" means a request from a third party for records relating to Customer's or an End User's use of the Services including information regarding an End User. Third Party Requests may include valid search warrants, court orders, or subpoenas, or any other request for which there is written consent from End Users permitting a disclosure.

2.5.2 Customer is responsible for responding to Third Party Requests via its own access to information policies. Customer will seek to obtain information required to respond to Third Party Requests and will contact Host Compliance only if it cannot obtain such information despite diligent efforts.

2.5.3 If Host Compliance receives a Third Party Request, Host Compliance will make reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (A) promptly notify Customer of Host Compliance's receipt of a Third Party Request; (B) comply with Customer's reasonable requests regarding efforts to oppose a Third Party Request; and (C) provide Customer with information or tools required for Customer to respond to the Third Party Request (if Customer is otherwise unable to obtain the information). If Customer fails to promptly respond to any Third Party Request, then Host Compliance may, but will not be obligated to do so.

2.5.4 If Customer receives a Third Party Request for access to the Services, or descriptions, drawings, images or videos of the Services' user interface, Customer will make reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (A) promptly notify Host Compliance of Customer's receipt of such Third Party Request; (B) comply with Host Compliance's reasonable requests regarding efforts to oppose a Third Party Request; and (C) provide Host Compliance with information required for Host Compliance to respond to the Third Party Request. If Host Compliance fails to promptly respond to any Third Party Request, then Customer may, but will not be obligated to do so.

3.0 Intellectual Property Rights; Confidentiality

3.1 Reservation of Rights. Except as expressly set forth herein, this Agreement does not grant (i) Host Compliance any intellectual Property Rights (as defined below) in the Customer Data or (ii) Customer any Intellectual Property Rights in the Services, any other products or offerings of Host Compliance, Host Compliance trademarks and brand features, or any improvements, modifications or derivative works of any of the foregoing. Notwithstanding the foregoing, while Customer Data and Services may include some Publicly Available Data (as



defined as below), neither Customer nor Host Compliance make any proprietary claim to Publicly Available Data.

"**Intellectual Property Rights**" means current and future worldwide rights under patents, copyright, trade secret, trademark, moral rights and other similar rights. "**Publicly Available Data**" means data, material, and information collected from publicly available sources in the performance of this Agreement, but specifically excluding Services.

3.2 Suggestions. Host Compliance may, at its discretion and for any purpose, use, modify, and incorporate into its products and services, and license and sub-license, any feedback, comments, or suggestions Customer or End Users send Host Compliance or post in Host Compliance' online forums without any obligation to Customer.

3.3 Confidential Information. Customer understands and agrees that it will not reveal, publish or otherwise disclose to any person, firm or corporation, without written authorization of Host Compliance, or except as required by law, any Confidential Information of Host Compliance, including without limitation any trade secrets, confidential knowledge, data or other proprietary information relating to the Services. "Confidential Information" means all information, written or oral, relating to the business, operations, services, facilities, processes, methodology, technologies, intellectual property, research and development, customers, strategy or other confidential or proprietary materials of Host Compliance.

3.4 Consent to use Customer Data and Marks. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data to Host Compliance: (i) to perform the Services; (ii) to enforce this Agreement and exercise Host Compliance rights hereunder; and (iii) to use for any lawful purpose. Customer hereby grants to Host Compliance a license to use, reproduce and display Customer's name and logos in connection with: (i) Host Compliance performance of its obligations hereunder; (ii) include Customer's name and logos in its lists of Host Compliance current or former customers, and (ii) with Customer's prior consent, for promotional and marketing purposes such as developing promotional press releases, case studies, and reports.

3.5 Validated Data. In the course of providing the Services, Host Compliance performs significant work validating and confirming various data sets including, without limitation, postal addresses, property owner information, and listing de-duplication ("**Validated Data**"). Validated Data may include data otherwise classified as Customer Data, Services, or Publicly Available Data. Notwithstanding any provision to the contrary in this Agreement, Customer is prohibited from disclosing Validated Data to a competitor of Host Compliance during the term of this Agreement and for a period of one (1) year thereafter.

4.0 Fees & Payment.

4.1 Fees.

4.1.1 Customer will pay Host Compliance for all applicable fees upfront annually, as set forth in Schedule A.

4.1.2 Customer will pay any amounts related to the Services as per payment terms detailed on the applicable invoice. Customer will not withhold payment on any invoices for any reason,



including a Customer's decision to delay implementation of the Services. Unless otherwise indicated, all dollar amounts referred to in the Agreement are in U.S. funds.

4.2 Taxes. Customer is responsible for all taxes. Host Compliance will charge tax when required to do so. If Customer is required by law to withhold any taxes, Customer must provide Host Compliance with an official tax receipt or other appropriate documentation.

4.3 Purchase Orders. If Customer requires the use of a purchase order or purchase order number, Customer (i) must provide the purchase number at the time of purchase and (ii) agrees that any terms and conditions on a Customer purchase order will not apply to this Agreement or the Services provided hereunder and are null and void.

5.0 Term & Termination.

5.1 Term. The initial term of this Agreement shall be one year commencing on the Effective Date, which shall automatically renew for a further period of one year upon each expiry of the then current term, unless either party provides written notice to the other party of its intention not to renew at least 45 days prior to the end of the then current term. That said, the time period until the earlier of (a) the 6-month anniversary of the Effective Date, or (b) the start date of Customer's systematic or mass outreach activities utilizing the data obtained through the Services (traditional mail, electronic mail, and/or telephone campaigns), or (c) termination by Host Compliance in our sole discretion, shall be considered a trial period ("Trial Period").

5.2 Termination for Convenience. If, for any reason during the Trial Period, Customer is dissatisfied with the Services, Customer may terminate the Subscription and all funds paid under this Agreement will be refunded and future commitments waived.

5.3 Effects of Termination for Convenience. If this Agreement is terminated by Customer in accordance with Section 5.2 (Termination for Convenience): (i) the rights granted by Host Compliance to Customer will cease immediately and Customer will no longer have the right to utilize the data obtained through the use of the Services for outreach (including traditional mail, electronic mail, and/or telephone); and (ii) after a reasonable period of time, Host Compliance may delete any Customer Data relating to Customer's account. The following sections will survive expiration or termination of this Agreement: 2.5 (Third Party Requests), 3.0 (Intellectual Property Rights; Confidentiality), 4.0 (Fees & Payments), 5.2 (Termination for Convenience), 5.3 (Effects of Termination for Convenience), 6.0 (Indemnification), 7.0 (Exclusion of Warranties; Limitation of Liability), and 8.0 (Miscellaneous).

5.4 Termination for Breach: Following the Trial Period, a party may terminate this Agreement for cause upon 45 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period. In addition, Host Compliance may terminate this Agreement, effective on written notice to Customer, if Customer fails to pay any amount when due hereunder, and such failure continues more than 10 days after Host Compliance's delivery of written notice hereof.

5.5 Refund or Payment upon Termination for Breach. If this Agreement is terminated by Customer in accordance with Section 5.4 (Termination for Breach), Host Compliance will refund Customer any prepaid fees covering the remainder of the term of all Subscriptions after the effective date of



termination. If this Agreement is terminated by Host Compliance in accordance with Section 5.4 (Termination for Breach), Customer will pay any unpaid fees covering the remainder of the term of the Agreement. In no event will Customer's termination after the first 6 months relieve Customer of its obligation to pay any fees payable to Host Compliance for the period prior to the effective date of termination.

5.6 Effects of Termination for Breach. If this Agreement is terminated in accordance with Section 5.4 (Termination for Breach): (i) the rights granted by Host Compliance to Customer will cease immediately (except as set forth in this section); (ii) Host Compliance may provide Customer access to its account at then-current fees so the Customer may export its Customer Data; and (iii) after a reasonable period of time, Host Compliance may delete any Customer Data relating to Customer's account. The following sections will survive expiration or termination of this Agreement: 2.5 (Third Party Requests), 3.0 (Intellectual Property Rights; Confidentiality), 4.0 (Fees & Payments), 5.5 (Refund or Payment upon Termination for Breach), 5.6 (Effects of Termination for Breach), 6.0 (Indemnification), 7.0 (Exclusion of Warranties; Limitation of Liability), and 8.0 (Miscellaneous).

6.0 Indemnification.

6.1 By Host Compliance. Host Compliance will indemnify, defend and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorney's fees) arising out of any claim by a third party against Customer to the extent based on an allegations that Host Compliance' technology used to provide the Services to the Customer infringes or misappropriates any copyright, trade secret, patent or trademark right of the third party. In no event will Host Compliance have any obligations or liability under this section arising from: (i) use of any Services in a modified form or in combination with materials not furnished by Host Compliance and (ii) any content, information, or data provided by Customers, End Users, or other third parties.

6.2 By Customer. Customer will indemnify, defend, and hold harmless Host Compliance from and against all liabilities, damages, and costs (including settlement costs and reasonable attorney's fees) arising out of any claim by a third party against Host Compliance regarding: (i) Customer Data; (ii) Customer's use of the Services in violation of this Agreement; or (iii) End Users' use of the Services in violation of this Agreement.

6.3 Possible Infringement. If Host Compliance believes the Services infringe or may be alleged to infringe a third party's Intellectual Property Rights, then Host Compliance may (i) obtain the right for Customer, at Host Compliance' expense, to continue using the Services; (ii) provide a non-infringing functionally equivalent replacement for the Services; or (iii) modify the Services so that they no longer infringe. If Host Compliance does not believe the options described in this section are reasonable then Host Compliance may suspend or terminate this Agreement and/or Customer's use of the affected Services with no further liability or obligation to the Customer other than the obligation to provide the Customer with a pro-rata refund of pre-paid fees for the affected portion of the Services.

6.4 General. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party will have full control and



authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed and (ii) the other party may join in the defense with its own counsel at its own expense. The indemnities above are Host Compliance' and Customer's only remedy under this Agreement for violation by the other party of a third party's Intellectual Property Rights.

7.0 EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY.

7.1 EXCLUSION OF WARRANTIES. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, HOST COMPLIANCE MAKES NO OTHER REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE SERVICES. HOST COMPLIANCE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO CLIENT WITH RESPECT TO ANY THIRD PARTY SOFTWARE FORMING PART OF THE SERVICES

7.2 LIMITATION ON INDIRECT LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR HOST COMPLIANCE AND CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER CUSTOMER NOR HOST COMPLIANCE AND ITS AFFILIATES, SUPPLIERS, AND DISTRIBUTORS WILL BE LIABLE UNDER THIS AGREEMENT FOR (I) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR (II) LOSS OF USE, DATA, BUSINESS, REVENUE, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7.3 LIMITATION ON AMOUNT OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, HOST COMPLIANCE' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO HOST COMPLIANCE HEREUNDER DURING THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

8.0 Miscellaneous.

8.1 Terms Modification. Host Compliance may wish to revise this Agreement from time to time. If a revision, in Host Compliance' sole discretion, is material, Host Compliance will notify Customer and possibly request that an Amendment to this Agreement be agreed upon and signed. If Customer does not agree to the revised Agreement terms, Customer may terminate the Services within 30 days of receiving notice of the change.

8.2 Entire Agreement. The Agreement including the invoice and order form provided by Host Compliance, constitutes the entire agreement between Customer and Host Compliance with respect to the subject matter of this Agreement and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: this Agreement, then the invoice, then the order form.



- 8.3 Governing Law.** This Agreement will in all respects be governed exclusively by and construed in accordance with the laws of the State of Washington.
- 8.4 Severability.** Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Agreement will remain in full effect.
- 8.5 Waiver or Delay.** Any express waiver or failure to exercise promptly any right under the Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 8.6 Force Majeure.** Except for payment obligations, neither Host Compliance nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action and Internet disturbance).
- 8.7 Procurement Piggybacking.** Host Compliance agrees to reasonably participate in any "piggybacking" programs pertinent to local government, and Customer agrees to reasonably allow any local government to "piggyback" off of Customer's efforts leading to this Agreement.
- 8.8 Independent Contractor.** It is specifically understood and agreed that in the making and performance of this Agreement, Host Compliance is an independent contractor and is not and shall not be construed to be an employee of Customer.



HOST COMPLIANCE, LLC

Short-term Rental Compliance Monitoring and Associated Services

HCSA - 5-5-2016 - W; last revised 01.25.19

IN WITNESS WHEREOF Host Compliance and the Customer have executed this Agreement as of the Effective Date.

City of Fairburn GA by its authorized signatory:	Host Compliance LLC by its authorized signatory:
<hr/> Name: Title: Date: Billing Contact: Billing Email: Billing Direct Phone:	<hr/> Name: Ulrik Binzer Title: Chief Executive Officer Date: Account Executive: Account Executive Email: Account Executive Phone:



Schedule 1

Scope of Services:

Address Identification

\$4,320/yr

Monthly email-delivered report and live web-delivered dashboard with complete address information and screenshots of all identifiable STRs in City of Fairburn GA's jurisdiction:

- Up-to-date list of jurisdiction's active STR listings
- High resolution screenshots of all active listings (captured weekly)
- Full address and contact information for all identifiable STRs in jurisdiction
- All available listing and contact information for non-identifiable STRs in jurisdiction

Compliance Monitoring

\$990/yr

Ongoing monitoring of the short-term rentals operating in City of Fairburn GA's jurisdiction for zoning and permit compliance coupled with systematic outreach to non-compliant short-term rental property owners (using City of Fairburn GA's form letters)

- Ongoing monitoring of STRs for zoning and permit compliance
- Pro-active and systematic outreach to unpermitted and/or illegal short-term rental operators (using jurisdiction's form letters)
- Monthly staff report on jurisdiction's zoning and permit compliance:
- Up-to-date list of STRs operating illegally or without the proper permits
- Full case history for non-compliant listings

Rental Activity Monitoring and Tax Audit Support

\$1,980/yr

Ongoing monitoring of jurisdiction's short-term rental properties for signs of rental activity:

- Automatic monitoring of review activity across 50+ STR websites
- Weekly screenshots of reviews and calendars for each active listing
- Quarterly staff report on jurisdiction's STR tax compliance
- Up-to-date list of short-term rental landlords suspected of under-reporting taxes
- Documentation of information that serves as the foundation for the suspicion of tax under-reporting
- Custom reports and analysis to support tax audits and other STR related investigations
- Quarterly pro-active, systematic and data-informed outreach (physical letters) to short-term rental operators regarding their tax remittance obligations (using jurisdiction's form letters)
 - Up to 4 letters each property per year (full color)



- Letters are 2 pages each (2nd page is dedicated to full length screenshot of listing) to improve results for effective compliance
- Functionality to streamline audits of most egregious violators
- Online submission of platform activity reports

24/7 Short-term Rental Hotline

\$792/yr

24/7 staffed telephone and email hotline for neighbors to report non-emergency problems related to STR properties:

- Incidents can be reported by phone or email
- Full documentation of all reported incidents
- Digital recordings and written transcripts of all calls
- Ability for neighbors to include photos, video footage and sound recordings to document complaints
- Real-time outreach to owners of problem properties (whenever owner's contact info is known)
- Weekly staff reports containing:
 - The # and types of reported incidents
 - List of properties for which incidents have been reported
- Custom reports and analysis of hotline related activities

Total Annual Subscription Service Price

8,082

Note: Above pricing assumes 96 short-term rental listings in City of Fairburn GA's jurisdiction.



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: PURCHASE OF A 2018 GMC ARCADIA TO BE USED BY UTILITY DIRECTOR, STEVEN JACKSON

() AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION (X) OTHER

Submitted: 01/21/2020

Work Session: 01/27/2020

Council Meeting: 01/27/2020

DEPARTMENT: Utilities Department (Electric Division)

BUDGET IMPACT: The budget impact of this task order will be \$26,368.87 The proposed expenditures will come out of the Electric Fund (510-0000-54-2200)

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve the purchase of a 2018 GMC Acadia to be driven by the Utilities Director for conducting official City Business.

HISTORY: The Ford Escape vehicle purchased for former Utility Director, Tom Ridgway, was exchanged for the Police Department's Ford F250 to be used by Water Supervisor, Jesse Pullins. The exchange took place due to the conducive nature of Mr. Pullins' work. The Utility Department is requesting to purchase a 2018 GMC Acadia for the new Utility Director, Steven Jackson.

FACTS AND ISSUES: This is authorization for the one-time purchase of a 2018 GMC Acadia VIN Number is 1GKKNLLA8JZ192026. This vehicle is being purchase on a State Contract from Jim Ellis Government Sales therefore No Bid is required.

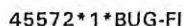
RECOMMENDED ACTION: Staff recommends that the City Council approve the purchase of said vehicle and authorize the Mayor to sign for the purchase of this vehicle with a price not to exceed \$26,368.87.



Mayor Elizabeth Carr-Hurst



Dennis Stroud, City Administrator





Connect

[Update My Profile](#)
[Logout](#)

View Vehicle Build

This screen allows IVH users to view the initial build information on the selected VIN including option codes with descriptions (where available).

For this vehicle:

→ [View Vehicle Summary](#)

→ Service Contract
 → Branded Title
 → Warranty Block

→ [View Vehicle Build](#)

→ [View Vehicle Component Summary](#)

→ [View Vehicle Transaction History Detail](#)

→ [View Vehicle Delivery Information](#)

→ [Investigate Major Assembly History](#)

Vehicle Information

VIN: 1GKKNLLA8JZ192026

Model: TNC26-2018 ACADIA SLE FWD

Service Contract: No

Branded Title: No

Warranty Block: No

PDI Status: Yes

Order Type: 50 - FLEET

Field Actions: [Open](#)

Vehicle Build

Model: TNC26-2018 ACADIA SLE FWD

Gross Vehicle Weight: 2,724

Order Number: VQMKZP

Build Date: 01/09/2018

Build Plant: Z

Option Codes

*IVH is not the definitive source of GM Vehicle RPO information and is intended for service reference only. Should there be any questions about the vehicle's original build or RPO information please refer to the original vehicle invoice or window sticker.

0ST - COMPONENT	1NF - COMPONENT
1SZ - OPTION PACKAGE SAVINGS	2NF - COMPONENT
2ST - VAA/COMPONENT REL REAR SEAT SECOND ROW	3SB - SLE TRIM
3ST - VAA/COMPONENT REL REAR SEAT THIRD ROW	4AA - INTERIOR TRIM
4ST - AA/COMPONENT REL REAR SEAT FOURTH ROW	5ST - VAA/COMPONENT REL REAR SEAT FIFTH ROW
8X2 - COMPONENT	9X2 - COMPONENT
ABB - SEATING, 6-PASSENGER	AKO - GLASS, DEEP TINTED (EXCEPT WINDSHIELD, DRIVER/PASS SIDE GLASS)
AL0 - AIRBAG SENSING SYSTEM, FRONT PASSENGER	AR9 - SEAT, FRONT BUCKET
ASV - HUMIDITY/WINDSHIELD TEMP SENSOR	ATH - REMOTE KEYLESS ENTRY, EXTENDED RANGE
AXP - MPV VIN IDENTIFICATION	AYY - AIR BAGS, FRONTAL AND SIDE IMPACT FOR DRIVER & FRONT PASSENGER, DRIVER INBOARD SEAT-MOUNTED SIDE-IMPACT, AND HEAD CURTAIN SIDE-IMPACT FOR ALL ROWS IN OUTBOARD SEATING POSITIONS
B9C - VEHICLE GM PRODUCTION WEEK 03	BQ2 - FLT-AVIS BUDGET CAR RENTAL
BTV - REMOTE VEHICLE START	C69 - RR AIR CONDITIONER
CJ2 - AIR CONDITIONING, TRI ZONE AUTO CLIMATE CONTROL	DCP - ONSTAR PROCESSING DIRECTIONS & CONNECTIONS
DR5 - MIRRORS, OUTSIDE HEATED POWER ADJUSTABLE	EB1 - GVW 6,001 LBS
EF7 - COUNTRY CODE, U.S.A.	FE2 - SUSPENSION SYSTEM
FE9 - 50-STATE EMISSIONS	FHO - VEHICLE FUEL GASOLINE
FLT - FLEET	FX6 - AXLE, 3.87 FINAL DRIVE RATIO
GAN - QUICKSILVER METALLIC	H1T - JET BLACK

1/21/2020

Global Warranty Management

I18 - ENGINEERING YEAR 2018	IOB - AUDIO SYSTEM, 7" DIAGONAL COLOR TOUCH SCREEN WITH INFOTAINMENT APPLE CARPLAY CAPABILITY AND ANDROID AUTO CAPABILITY PROVIDED BY APPLE AND GOOGLE AVAILABLE WITH COMPATIBLE SMARTPHONES
J61 - ANTILOCK BRAKE SYSTEM, 4 WHEEL DISC	KA1 - DRIVER & FRONT PASSENGER HEATED SEATS
KG4 - ALTERNATOR, 150 AMPS	KL9 - ENG CONTROL STOP/START SYS
KRV - REFRIGERANT	LCV - ENGINE, 2.5L DOHC 4-CYL SIDI W/ VARIABLE VALVE TIMING
M2D - TRANSMISSION, 6-SPD AUTOMATIC	MAH - MARKETING AREA NORTH AMERICA
NE8 - EMISSIONS	NP5 - LEATHER WRAP STEERING WHEEL
NT7 - FEDERAL EMISSION SYST TIER 2	QMV - TIRES, ALL-SEASON, H-RATED, BLACKWALL
R6F - B-CODE ASSIGNMENT VOMS	R9N - LEATHER SEATS
RSZ - WHEELS, 18" ALUMINUM	RTI - SPARE WHEEL
SSH - PLANT, SPRING HILL	T3Y - FOG LAMPS, FRT PROJECTOR TYPE
T4A - HEADLAMPS, PROJECTOR BEAM	T7E - DAYTIME RUNNING LAMPS, LED
TB5 - REAR LIFTGATE, POWER	TDM - TEEN DRIVER
TSQ - LAMP PACKAGE, INTERIOR	U05 - HORN, DUAL NOTE
U2K - XM RADIO + SERVICE SUBSCRIPTION SOLD SEPARATELY BY SIRIUSXM AFTER 3 MTHS	U80 - COMPASS DISPLAY
UDC - DRIVER INFORMATION CENTER	UE1 - ONSTAR(R)
UQF - AUDIO SYSTEM, 6 SPEAKER	URC - SWITCH FLEXRIDE MODE SYSTEM
V33 - TOOL KIT	V64 - ROOF RAILS, SILVER
V8D - VEHICLE STATEMENT US	VHM - VEHICLE HEALTH MANAGEMENT
VN9 - FLT-DAILY RENTAL REPURCHASE PGR	VRG - VAA/COMPONENT REL COCKPIT
VRH - VAA/COMPONENT REL STEERING COLUMN	VRK - VAA/COMPONENT REL ROOF TRIM
VRL - VAA/COMPONENT REL FRONT HORIZONTAL SUSPENSION	VRM - VAA/COMPONENT REL FRONT VERTICAL SUSPENSION
VRN - VAA/COMPONENT REL REAR SUSPENSION	VRR - VAA/COMPONENT REL TIRES & WHEEL
VT7 - OWNERS MANUAL	VV4 - 4G LTE WI-FI (R) HOTSPOT CAPABLE (SUBJECT TO TERMS SEE ONSTAR.COM)
WMI - GRILLE, FRONT SHUTTERS	WMJ - VIN MODEL YEAR 2018
XL8 - FREQUENCY RATING	YT1 - FLT-DAILY RENTAL FLAT RATE
ZCD - TIRE, COMPACT SPARE	

Added Option Codes

Vehicle has no current record of SAIO codes.

Global Warranty Management: Site Map

Privacy Policy | Terms of Use

© 2015 General Motors. All rights reserved.











